

MERCURYPATH VOICE SERVICES TERMS OF SERVICE

These Terms of Service (the “TOS”) governs Your use of Plow Networks’ MercuryPath Voice Service(s) (“Service”) provided by Plow Networks.

There are important 911 terms related to Your Service, please review the entire TOS. By activating the Service, You acknowledge that You have read, understood and agree to these terms and conditions.

If You are uncomfortable with the limitations of the Plow Networks Emergency Calling Service, You should consider using an alternative means of access to traditional 911 or E911 services or discontinuing the Services.

By subscribing to or using the Services You agree to these TOS. If You do not wish to accept these TOS, do not subscribe to or use any Plow Networks MercuryPath Voice Services or associated services.

When You accept these TOS by signing up for, subscribing to, or using the Services, You represent and warrant that: (i) You possesses the legal right and capacity to enter into the agreement with Plow Networks and to perform all of Your obligations thereunder; (ii) You are of legal age to enter into this Agreement; (iii) You have full power and authority to execute and deliver any agreement documents and to perform all of Your obligations thereunder; (v) if You accept on behalf of an organization, You are informing Plow Networks that You are authorized to bind that organization, and references to “You” in these TOS expressly includes without limitation the entity You represent; and (iv) You shall be bound by the agreement.

1. SERVICE SUBSCRIPTION

1.1 Purchase of Services. Pursuant to these TOS, You are purchasing a subscription for the Service(s) set forth in Your initial Service Order, and agreeing to use and pay for the same as set forth in these TOS for the entire period in the initial Order (the “**Initial Term**”), and any Renewal Terms, as applicable. You agree to be financially responsible for Your use of the Services, including the authorized or unauthorized use of Your Account. In order to use the Services, You must have properly configured and working Internet service or broadband connection as set forth in Section 3.1 (IIP Network Sufficiency), below. Plow Networks does not provide any access to the Internet.

1.2 Account Registration. Upon signing up for the Services and at subsequent times as requested by Plow Networks, You or Your End Users may be required to provide certain information, including but not limited to, name, address, phone number, email address, security question and/or answers) in order to begin using or to update the Services, activate features, or add or modify any individual lines, extension or additional products or services (e.g., activating an Account or End User or provisioning a device) (“**Registration Information**”). You hereby grant to Plow Networks permission and a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable right and license to copy, reproduce, store, record, disclose, transmit, display, access, and use Registration

Information in connection with the activation, provision, support, improvement, administration, or management of Your Services, as set forth in these TOS or otherwise permitted by Law. You represent and warrant that all Registration Information provided to Plow Networks by or on behalf of You or any End User will be true, accurate, current, and complete, and that You will promptly confirm, update, or supplement Registration Information on file upon Plow Networks' request or in the event that such Registration Information changes.

1.3 Account Administrators. The End User(s) You designate as **Account Administrator(s)** of Your Services will have rights to set or modify the settings or preferences of other End Users of Your Account. You are responsible for all acts and omissions of Your Account Administrators, and any other End Users, including without limitation any changes or purchases such individuals may make to Your Account.

1.4 Purchase of Additional Digital Lines. Your Services may include Digital Lines as set forth in the applicable Service Order. Account Administrators may purchase additional Digital Lines for the applicable Account at any time by placing a Service Order for the Digital Lines through the Account's Admin Portal or by contacting the Plow Networks account representative for Your Account. Each additional Digital Line added to Your Account is subject to the terms of these TOS. The Term of the additional Digital Lines will run conterminously with the Term of Your initial purchase (either monthly or annually renewed, as applicable).

1.5 Term and Automatic Renewal. Your license to the Services is provided for the Initial Term and any subsequent Renewal Terms.

The Initial Term for all service plans will renew automatically for successive terms of the same length (each, a "Renewal Term") without further action by or notice to You; if You wish to cancel or terminate your Plow Networks services, You must notify Plow Networks customer service of your intent not to renew at least thirty (30) days before the end of the Initial Term or then-current Renewal Term. The Initial Term together with any Renewal Terms are collectively the "**Term**".

2 CUSTOMER SECURITY POLICY

2.1 Password Information Security. You agree that You are responsible for all Password Information that You or any End User use with Your Services. You further agree to ensure that all such Password Information: (i) shall be immediately changed in the event that You or Your End Users learn of or suspect that any Account Security Incident has occurred; (ii) shall not be not transmitted or stored in any unsecure manner (including without limitation through any auto-storage, caching, "remember," or auto-fill feature); and (iii) shall be protected from theft or unauthorized access, use, or disclosure with at least a reasonable degree of care and diligence.

2.2 End-Point Security. You agree to protect all End Points using, at minimum, generally accepted security measures, including without limitation: (i) effective passwords or other

credentials; (ii) network segmentation and access restrictions utilizing an accurate and up-to-date access control list; (iii) session time-out and/or locking screen saver features; and (iv) use of an effective and up-to-date firewall for all networks to or through which any End Point might connect. YOU ACKNOWLEDGE AND AGREE THAT THESE REQUIREMENTS APPLY TO IP DESK PHONES, AND MOBILE DEVICES, WHICH UTILIZE THE SAME CONNECTIVITY – AND ARE SUBJECT TO THE SAME SECURITY RISKS – AS COMPUTERS.

2.3 Update of Security Features. You acknowledge that some Services security features may require activation or installation of software or firmware updates, and software may be deactivated or uninstalled. You agree to promptly download and install all updates to software and/or hardware or firmware used in conjunction with the Services, and generally to ensure the activation and use of all features that are necessary or appropriate to protect the Accounts, users, End Users, or Your organization's assets and operations. You acknowledge and agree that if You decide not to install updates, this may result in the functionality of the Services to be diminished and unstable.

2.4 Account and End User Management. You acknowledge and agree that End Users You designate as Account Administrators may have the ability to make purchases and enter into transactions on Your behalf and/or to perform acts related to Your Services, or Your Account, including any individual line or extension or ancillary services, that may significantly affect You or the operation of Your Services, including without limitation adding, removing, or modifying numbers or extensions assigned to an Account; payment method(s); making changes to software or hardware; adding, removing, or modifying ancillary services; and/or modifying settings. You are responsible for any such changes made to Your account. You agree to maintain sole and exclusive control over Your Services or Your Account at all times and to ensure that all Account rights, permissions, and settings, and all use and Usage, are effectively managed as necessary to prevent any unauthorized access to, use or Usage of, or transaction or activity through or relating to Your Services, including without limitation by implementing the following measures and practices:

- Disable international calling and/or calling to Alaska, Hawaii, and/or Puerto Rico for all lines or extensions for which such calls are not needed or not authorized;
- Restrict international calling destinations to those that are needed and authorized;
- Block inbound calls from any caller IDs and area codes from which You do not wish for Users to receive calls and block inbound calls with no caller ID if appropriate;
- Disable calling card feature for each Account for which such feature not needed;
- Disable attachment of facsimile images, voicemail audio files, Glip messages, and SMS text messages to message notification emails associated with Your Account and/or individual lines or numbers for which such functionality is not required and to the extent that such files may include sensitive or confidential content;
- Regularly monitor, review, and scrutinize End User calling and other Account activity, in compliance with applicable telecommunications and privacy Laws (including the Privacy Regulations);

- Promptly notify Plow Networks of Account Security Incident and provide all reasonable information and cooperation requested by Plow Networks in responding to any Account Security Incident; and
- Implement and train all End Users as to general security controls and practices, as necessary to ensure Your compliance with this Section entitled “Customer Security Policy”.

3 SERVICE REQUIREMENTS AND LIMITATIONS

3.1 IP Network Sufficiency. You acknowledge and agree that: (i) the Service requires a properly-configured, high performance, enterprise-grade broadband IP network and connection; (ii) use of the Service with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection; and (iii) 3G, LTE or 4G networks are not recommended for use with the Services. Accordingly, You agree to provide and maintain, at Your cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection. Plow Networks is not liable for any unavailability, interruption, or underperformance of the Services related to Your IP network or connection.

- **IMPORTANT INFORMATION:** If Your IP network or connection fails, Your Service will also fail. Your Service may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of Plow Networks’ control.

3.2 Caller ID Display Limitations and Compliance. You acknowledge and agree that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including without limitation “Caller ID” information) may be subject to legal requirements, including without limitation those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc. You agree to comply with all such applicable Laws and implementing regulations, including without limitation the Truth in Caller ID Act. Plow Networks has no obligation to disclose, display, or transmit any such information for or in connection with any Customer Communication. You agree to indemnify and hold harmless Plow Networks from any and all third party claims, losses, damages, fines, or penalties arising out of Your breach of this Section.

3.3 Operator Assisted Calling, 311, 511 and other X11 Calling. Plow Networks does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). Your Service may not support 211, 311, 411, 511, and/or other N11 calling (except as otherwise provided in these TOS) in one or more service areas.

3.4 Voice-to-Text and Text-to-Voice. You acknowledge and agree that: (i) any and all Voice/Text Features are provided merely as a convenience and may not accurately transcribe voice content, articulate text messages, or perform such functionality for all voice content or text messages or for the entirety of voice content or text messages; (ii)

neither You nor any End User may rely on any Voice/Text Feature to perform such accurate transcription or articulation; and (iii) You and all End Users shall be responsible for reviewing and/or listening to the original content of any Customer Communication or other media as necessary or appropriate to prevent You, any End User, or any other party from incurring any cost, expense, liability, loss, damage, or harm.

4 USE POLICIES

4.1 High Risk Use

YOU ACKNOWLEDGE THAT THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU REPRESENT AND WARRANT THAT YOU AND YOUR END USERS WILL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

4.2 Acceptable Use

YOU SHALL NOT USE THE SERVICES FOR ANY ILLEGAL, FRAUDULENT, IMPROPER, OR ABUSIVE PURPOSE OR IN ANY WAY THAT INTERFERES WITH Plow Networks' ABILITY TO PROVIDE HIGH QUALITY SERVICES TO OTHER CUSTOMERS, PREVENTS OR RESTRICTS OTHER CUSTOMERS FROM USING THE SERVICES, OR DAMAGES ANY Plow Networks' OR OTHER CUSTOMERS' PROPERTY.

A breach of obligations in this Section 4 (Use Policies) constitutes a material breach of these TOS, such that Plow Networks may suspend service, terminate the Agreement immediately, or take any other action Plow Networks deems necessary to provide the Services to you and others; to protect you, the Services, and the Plow Networks' networks; and to enforce the terms of this Section.

Neither You nor any End User may use or allow use of the Services in any of the following ways:

- **(i) Illegal or inappropriate behavior.** Using the Services in any manner that is in violation of applicable Law, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.
- **(ii) Distracted driving.** You are responsible for the safe use of the Services for any End User accessing Your account. You shall require the End Users of Your Services to become familiar and comply with all local laws before using a wireless device and mobile applications while operating a motor vehicle. Never text or use text-based messaging (including Glip) while driving. For more information see www.nhtsa.gov (click on "Driving Safety" then on "Distracted Driving").
- **(iii) Spamming.** Sending messages or advertisements, including email, voicemail, SMS, or faxes, without the consent of the recipient or otherwise in violation of applicable Law.

- **(iv) Blasting.** Intentionally engaging in blasting or broadcasting bulk communications, advertisements, or messages, including without limitation through email, voicemail, SMS, facsimile, or internet facsimile, except where expressly permitted herein.
- **(v) Harvesting information.** Harvesting or otherwise collecting information about others, including email addresses, without their consent or in breach of applicable data protection or privacy laws.
- **(vi) Auto-dialing.** Performing auto-dialing or ‘predictive’ dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable Law, or in an excessive or otherwise abusive manner (as Plow Networks may determine in its discretion).
- **(vii) Transmitting viruses.** Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **(viii) ID spoofing.** Creating a false Caller ID identity (“ID spoofing”) or forged email/SMS addresses or headers, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- **(ix) Infringement of rights.** Transmitting any material that may infringe, misappropriate, or otherwise violate the Intellectual Property rights, rights of privacy, personality, or publicity or other rights of Plow Networks or third parties, including but not limited to the display or use of any Plow Networks Mark in any manner that violates Plow Networks’ then-current policies on its trademark and logo usage or without Plow Networks’ express prior written permission, or display or use of any Third-Party Mark without the prior written permission of the third party that owns any such Third-Party Mark.
- **(x) Derivative Works.** Undertaking, directing, attempting, causing, permitting, or authorizing the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Services or any other software or hardware provided by Plow Networks and used in conjunction with the Services.
- **(xi) Illegal communications.** Transmitting any communication that would violate any applicable Law, or using the Services to facilitate any illegal activity.
- **(xii) Excessive usage.** Utilizing the Services in excess of what, in Plow Networks’ reasonable discretion, would be expected of normal business use.
- **(xiii) Interfering with another customer’s use of the Services.** Using the Services in any way that interferes with, disrupts, prevents or restricts other customers’ and third parties’ use and enjoyment of the services.
- **(xiv) Network Interference.** Interfering with, or disrupting, networks or systems connected to the Services.
- **(xv) Avoiding compliance.** Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid compliance with the Agreement or applicable Law.
- **(xvi) Granting rights to third parties with respect to the Services.** Selling; reselling; distributing; leasing; exporting; importing; or otherwise granting or purporting to grant rights to third parties with respect to the Services, and any software or

hardware used in conjunction with the Services or any part thereof without Plow Networks' prior written consent.

- **(xvii) Unauthorized usage.** Undertaking, directing, attempting, causing, permitting, or authorizing the copying, modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Services or any software and hardware used in conjunction with the Services, or part thereof.
- **(xviii) Circumvention of security measures.** Defeating, disabling, or circumventing any security mechanism related to the Services.
- **(xix) Interception.** Intercepting, capturing, sniffing, monitoring, modifying, emulating, decrypting, or redirecting, any communication or data for any purpose, including, without limitation, by causing any product to connect to any computer server or other device not authorized by Plow Networks or in any manner not authorized in advance in writing by Plow Networks.
- **(xx) Unauthorized repair.** Allowing any service provider or other third party – with the sole exception of Plow Networks' authorized maintenance providers acting with Plow Networks' express, prior authorization – to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with the Services.
- **(xxi) Unauthorized Access.** Gaining access to or using (or attempting to gain access or use) any device, system, network, account, or plan in any unauthorized manner (including without limitation through password mining).
- **(xxii) Trunking.** Engaging in or to allowing trunking or forwarding of Your Plow Networks telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.
- **(xxiii) Traffic Pumping.** Engaging on or allowing traffic pumping or access stimulation of calls through Your Services or the Plow Networks systems.
- **(xxiv) Using any Plow Networks Mark without consent.** Displaying or using any Plow Networks Mark in any manner in violation of the applicable Plow Networks Party's then-current policies on its trademark and logo usage or without the applicable Plow Networks Party's express, prior written permission, to be granted or denied in that Plow Networks Party's sole discretion.
- **(xxv) Using any Third Party Mark without consent.** Displaying or using any Third Party Mark without the prior, written consent of the third party that owns the Third Party Mark.
- **(xxvi) Protected Health Information.** If You qualify as a "covered entity," "business associate," or "subcontractor" under HIPAA or are otherwise subject to HIPAA: (1) storing protected health information ("PHI") on a non-temporary basis, transmitting <https://www.plow.net/legal/mpvtos> or receiving PHI; or otherwise using the Services without the Plow Networks HIPAA Conduit setting being active and in effect.

4.3 Customer Legal Compliance. You represent and warrant that all use and Usage of the Services, and Your Account(s), will at all times comply with all applicable Laws, including but not limited to the rules, policies and regulations of the Federal Communications Commission ("**FCG**") or the Canadian Radio-Television and Telecommunications

Commission (“CRTC”), as applicable, and all Laws relating to Do-Not-Call provisions; unsolicited marketing; telemarketing; faxing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States, Canada, or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

4.4 Unsolicited Advertisements and TCPA Compliance. Certain communication practices – including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls – are regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the “TCPA”) (available at <http://www.fcc.gov/document/telephone-consumer-protection-act-1991>), the Junk Fax Prevention Act of 2005, and under a number of similar state, municipal or local laws, regulations, codes, ordinances and rules, and in Canada by the CRTC pursuant to Canada’s Anti-Spam Law (“CASL”) (available at <http://laws-lois.justice.gc.ca/eng/acts/E-1.6/index.html>).

You agree, represent and warrant that:

- I. You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using Your Services (“**Customer Communication**”);
- II. All content, communications, files, information, data, and other content provided for transmission through Your Office Plan, and Account, or the Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, CASL, or any other Law; and
- III. No unsolicited advertisements, commercial messages, solicitations, marketing or promotional materials, or commercial messages or content will be transmitted or distributed in the form of facsimiles or internet facsimiles through the Services.

At Plow Networks’ sole option and without further notice, Plow Networks may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them.

You agree to indemnify and hold harmless Plow Networks, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Your violation or alleged violation of the TCPA, Junk Fax Prevention Act, CASL, or any similar regulation or legislation; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that You may send and/or receive using the Services.

4.5 Export Restrictions. You acknowledge and agree that the software and/or hardware used in conjunction with the Services may be subject to Canada, United States and other foreign

Laws and regulations governing the export, re-export, and/or transfer of software by physical or electronic means. You agree, represent, covenant, and warrant that: (i) neither You nor any End User (nor any entity or person that controls You or any End User): (a) is located in an Embargoed Area or listed on any Export Control List or (b) will export or re-export any Plow Networks software or hardware into any Embargoed Area or to any person, entity, or organization on any Export Control List, or to any person, entity, or organization subject to economic sanctions due to ownership or control by any such person, entity, or organization, without prior authorization by license, license exception, or license exemption; and (ii) the Services and Plow Networks software and/or hardware will not be Used or accessed from any Embargoed Area.

4.6 Recording Conversations or Calls. Certain features of the Services may allow You or users of the Services to record calls or other communications. The notification and consent requirements relating to the recording of calls, and/or other communications may vary from state to state, province to province, and country to country. You should consult with an attorney prior to recording any communication, as some jurisdictions may require the prior consent of all parties to a recorded communication. You represent, covenant, and warrant that You will review all applicable Laws before You use or allow use of the Services to record any communications and will at all times comply with all applicable Laws. You agree to inform all users of Your Account that they are obligated to comply with all Laws relating to their use of the call recording feature. Violations of call recording Laws may be subject to criminal or civil penalties.

Plow Networks expressly disclaims all liability with respect to Your recording of telephone conversations. You agree to indemnify and hold harmless Plow Networks, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of Your violation or alleged violation of any call recording Laws. Plow Networks expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.

5 NUMBER POLICIES

5.1 Number Availability. Plow Networks may make available telephone and/or facsimile numbers for Your selection and assignment to Account(s). You acknowledge and agree that Plow Networks' listing of a number may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment, and that Plow Networks shall be authorized to remove such number from an Account in the event that it is not actually available.

5.2 Number Availability

- **I. Federal Porting Law.** Number porting is defined and regulated by the FCC in the United States, and by CRTC in Canada.
- **II. Number Port-In Request Procedures.** In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which You wish the telephone or facsimile number to be ported must log in to the

Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by Plow Networks. In addition, if You wish to port into an Account more than 100 telephone or facsimile numbers from the same third party service provider account, You must contact Plow Networks' Project Porting Department at telecom@plow.net and comply with their instructions.

- **III. The Number Porting Process.** In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, You must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, Plow Networks, or any other relevant third party. You acknowledge and agree that: (i) the porting of telephone or facsimile numbers into or out of an Account requires Your provision of specific and detailed information to Plow Networks and/or third parties (including without limitation other services providers) and completion of certain steps and procedures, as well as third parties' completion of certain steps; and (ii) numbers may not be ported into or out of an Account unless and until You are able to provide certain specific information that matches other information on record with Plow Networks or other services providers. For these and other reasons, the completion of any number port request and the timing of and date by which any such request may be completed depend on a number of factors outside of Plow Networks' control, including without limitation the acts and omissions of both You and third parties, including without limitation other services providers.
- **IV. Unauthorized Port Outs.** You acknowledge and agree that telephone or facsimile numbers may be ported out from Your Services or an Account due to acts or omissions of third parties, and it may be difficult or impossible for Plow Networks to: (i) prevent such port-outs; (ii) retrieve numbers ported-out of an Account; or (iii) port such numbers back into an Account. Plow Networks has no responsibility or liability due to such port-outs.
- **V. Accurate Porting Information.** You agree, represent and warrant that all information or representations provided in connection with any request to port in or port out numbers (including without limitation any information or representations in any Letter of Agency) by You, any User or End User, or any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing shall be true, accurate, and up-to-date.
- **VI. Customer Compliance with Porting Laws.** You acknowledge and agree that the porting of numbers is subject to telecommunications and other Laws and may be subject to third party terms and conditions. You agree, represent, and warrant that neither You; nor any User or End User; nor any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing will at any time: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

- **VII. Release of Numbers.** You acknowledge that in the event of account termination or cancellation, all telephone numbers associated with Your Account, which have not previously been ported to another provider, may be released. Similarly, the cancellation of individual lines may result in the release of the related numbers if those numbers have not previously been ported to another provider. You acknowledge that You are solely responsible for working with a third-party provider to port out any numbers prior to termination or cancellation of Your Account or Plow Networks Services, or any individual line.

5.3 Number Publication by Customer

Neither You nor any End User may publicize, list, or communicate any number that You believe to be assigned to Your Services or Account(s), or purchase or invest in any materials or media reflecting any such number unless and until You have verified that such number(s) is(are) active and functioning as desired, including without limitation by test calling such number(s) from a non-Plow Networks service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to You.

- 6 CHARGES AND PLAN CREDITS** Please note that all prices, Taxes, surcharges, and fees are subject to change at any time, except to the extent such charges are set by agreement between You and Plow Networks for a specified term. You are responsible for paying all charges for Your Account, including but not limited to toll -free, local, long distance, international minutes, additional feature charges, 411 and operator assisted charges, directory assistance charges, and for all Taxes, surcharges, and fees imposed on Your Account or us as a result of Your use of the Service. Customers with a past due balance on previous or multiple accounts will be charged the full balance, including but not limited to any Taxes or Fees as defined in this TOS, any late fees, service change fees, and fees for chargebacks or returned checks, upon opening a new account or updating their credit card information on file.

- 6.1 Service Availability.** You acknowledge and agree that the products or services, including without limitation the Services, may not be available one hundred percent (100%) of the time. Credit allowances for interruption of the Services may only be provided on a case-by-case basis at the sole discretion of Plow Networks and shall be Your sole remedy for any Services interruptions or other issues with the Services.

- 6.2 Plan Credits and Minutes.** Plow Networks offers several different plans for its products and services. Some of the plans provide for a fixed number of monthly usage minutes (“**Plan Credits**”). If You exceed Your monthly Plan Credits during the course of a Service month, you may purchase additional **Plan Credits** as needed. All of the Plan Credits are quoted in terms of domestic minute usage, and may be referred to on the Plow Networks website or by a Plow Networks Customer Service representative as “minutes”. As explained below, international calling may be charged at a different rate than domestic calling, and a Plan Credit “minute” therefore will not entitle You to a minute of international calling (“**International Minutes**”).

6.3 Metered Calling Plans. Plow Networks offers several monthly metered plans for some of its products and services. Each metered calling plan provides You with a toll-free or local telephone number and a fixed number of Plan Credits each month for a monthly fee, excluding Taxes, surcharges, and fees. When You exhaust Your initial paid allotment of Plan Credits for Your metered plan, unless You advise Plow Networks otherwise in writing, Plow Networks will automatically bill Your Account for the smallest available bundle of Plan Credits for the applicable service. Additional minute usage will be debited at the applicable per minute rate(s) for Your metered plan. For international calling, international rates will apply.

6.4 Unlimited Plan. Plow Networks offers unlimited monthly plans for some of its products and services. “Unlimited” does not refer to types prohibited by these TOS, including trunking, access stimulation, reselling of the Services, etc. All unlimited plans are subject to fair usage and the terms and restrictions of these TOS. If, for any reason, Plow Networks believes that Your usage of the unlimited plan and services violates these TOS, then Plow Networks may, in its sole discretion with or without notice, either terminate Your unlimited plan, suspend the Services, or immediately convert Your unlimited plan to a metered plan, as set forth above. Utilizing the Services in excess of what, in Plow Networks’ reasonable discretion, would be expected of normal business use. Plow Networks classifies normal business use as seven hundred and fifty (750) minutes per session initiated protocol “SIP” trunk.

6.5 Value, Ownership, and Expiration of Credits or Minutes. In no event shall any Toll-Free Minute, International Minute Credit, Billing Credit, Plan Credit, or any other type of credit or minute issued to You or applied to an Account (collectively “Account Credits”) have any monetary value or be exchangeable or exchanged for cash. Account Credits may be applied to only the Account for which they were purchased and/or provided, and may not be sold, transferred, assigned, or applied to any other Account, account, plan, or customer. Credited Toll-Free Minutes not applied to Usage of the applicable Account during the monthly billing cycle for which they are credited shall expire at the end of such cycle and shall in no event be available for application to Usage occurring during (or “roll over” to) any other period. Other Account Credits shall expire according to the terms of their purchase or provision.

6.6 Discounts. From time to time in its sole discretion, Plow Networks may offer promotions or discounts. Any promotion or discount codes must be provided to Plow Networks upon purchase of the Services. You are not entitled to a subsequent credit for any promotions or discounts if You do not request the promotion or discount credit at the time of Account creation or change of service. Promotions and/or discounts may not be used cumulatively or retroactively.

7 BILLING AND PAYMENTS

7.1 Services Fees. The initial Service Order sets forth the base recurring fees for the Services and the number of minutes of inbound Usage of any toll-free number(s) assigned to an Account, if any, that are included in the Services Fees for each monthly billing cycle. Any

applicable initiation charges, monthly recurring charges, support charges, Taxes, and other fees are billed in full in advance. Termination, Usage, international minutes, equipment return fees and transfer charges, if any, are billed in arrears. Upon termination of Your Account for any reason, all unused Account Credits shall expire in their entirety on the termination date. No refund, transfer or proration shall be made of any unused Account Credits.

7.2 Billing for Mid-Year Transactions. In the event that any purchase, transaction, or event involving or resulting in an annually-incurred Services amount occurs subsequent to the beginning of an annual billing cycle, Plow Networks may at that time bill You a pro-rated amount for the remainder of the then-current cycle and thereafter bill You continuously with each subsequent cycle.

8 DATA PRIVACY, ACCESS, AND RETENTION

8.1 Data Privacy. The Parties acknowledge and agree that: (i) Plow Networks' role with respect to any personal identifiable information You or Your End Users transmit, receive, and/or store through the Plan ("Customer Personal Data") is governed by the Plow Networks Privacy Notice.

8.2 Disclaimer of Data Storage Responsibilities. You acknowledge and agree that: (i) neither Plow Networks nor any Plow Networks affiliated entity or third-party service provider shall have any obligation to store, retain, back-up, or ensure the availability of any stored Customer Communications, Customer Personal Data or Account Data; (ii) to the extent that You wish to retain any Customer Communications, Customer Personal Information or Account Data or other information relating to Your Services or Your Account(s), You shall ensure that such information is downloaded, saved, and/or backed-up outside of Your Services or Account(s), as necessary or appropriate for Your and/or the End Users' purposes; (iii) You shall not rely on Your Services or Account(s) as a repository for or means by which to retain, store, or back-up Customer Communications, Customer Information Data or Account Data or any other data, information, or materials; (iv) Plow Networks may delete or purge any and all copies and versions of any stored Customer Communications, Customer Personal Information or Account Data or other data at any time, without notice, including without limitation after You delete any such information from an Account or after termination of the TOS or closure of an Account; and (v) Plow Networks may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of Customer Communications, Customer Personal Information or Account Data.

8.3 Access to Data. You and Your End Users can obtain any stored Customer Communications, Customer Personal Information or Account Data with Your login credentials in the relevant Plow Networks Administrative or Customer Portal. You acknowledge and agree that, notwithstanding anything to the contrary in these TOS, Neither Plow Networks nor any Plow Networks affiliates nor third-party service provider: (i) shall have no obligation to access, view, listen to, watch, or review any stored Customer Communications, Customer Personal Information or to perform any task or undertake any role that would entail or

require any of the foregoing; (ii) may not have access to stored Customer Communications, Customer Personal Information or Account Data, or such access may be incomplete, limited, restricted, or subject to certain conditions; and (iii) Plow Networks, its affiliates and third-party service providers' shall have the right to limit, restrict, condition, or eliminate the ability of any party to access any stored Customer Communications, Customer Personal Information or Account Data in its sole discretion and without notice.

You acknowledge and agree that the Services do not include the performance of any of the following tasks or work by Plow Networks, and in no event shall Plow Networks be obligated under these TOS to perform any of the following tasks or work: (i) the investigation, access, correction, alteration, gathering, compilation, review, verification, or production of any Account Data, Customer Communications, or any other records, documents, information, or evidence related to You or Your Services or transmitted, received, or stored through an Account; (ii) the provision of legal or other counsel; or (iii) the provision of assistance, cooperation, or information beyond that which is directly and specifically related to Plow Networks' fulfillment of its obligations under these TOS or pursuant to applicable law.

For the avoidance of doubt, except as provided herein or required by Law, Plow Networks is not obligated to: (i) determine, prove, or disprove any fact or claim; (ii) pursue or defend against any claim, allegation, action, lawsuit, demand, or proceeding; (iii) substantiate any party's compliance with any Law or Legal Process; (iv) respond to or comply with any request or demand; (v) identify any party; or (vi) conduct any surveillance.

8.4 Export of Data. You acknowledge and agree that: (i) any stored Customer Communications, stored Customer Personal Information or Account Data, or other information or materials that You export will not be under Plow Networks' control and will not be subject to or protected by Plow Networks' security controls; (ii) linking or integrating Your Services or Accounts(s) to or with any external service, environment, account or repository (including without Dropbox, Box, Google Drive™, and OneDrive®) constitutes such exportation and Plow Networks shall have no responsibility for, and makes no representation or warranty regarding, the security, privacy, or functionality of any such linked or integrated external service, environment, account or repository. You any Your End Users, as applicable, shall comply with all applicable Law relating to the use, disclosure, access, or export of data from Your Account(s).

9 Release. You hereby release, discharge, and hold harmless Plow Networks from and against any and all liability relating to or arising from its acts or omissions in accordance with this Section entitled "DATA PRIVACY, ACCESS, AND RETENTION"

10 ACCOUNT DISPUTES

The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Plow Networks. Subsequent changes to ownership must be supported by appropriate legal documentation.

10.1 Account Disputes. You agree that in no event shall Plow Networks be obligated to – and in no event shall You request that Plow Networks – participate in or act as the arbiter, adjudicator, or intermediary with respect to any claim or dispute relating to the ownership or control of, or rights relating to, Your Services, any Account, any numbers assigned to an Account, or any Account Data or other information related to an Account or Your Services (“**Account Ownership Disputes**”). In the event of any Account Ownership Dispute, Plow Networks is authorized to take any course of action that it deems to be appropriate, including without limitation declining to take any action.

10.2 Access to Account Data or Customer Communications. As permitted or required by Law, Plow Networks may access, monitor, use or disclose Your Account Data, Customer Communications, and/or Customer Personal Information for the purposes including but not limited to (i) comply with the Law or respond to lawful requests or legal process; (ii) protect the rights or property of Plow Networks, Plow Networks’ agents, Plow Networks’ Affiliates, Plow Networks’ customers, and other third-parties including to enforce Plow Networks’ agreements, policies and terms of use; (iii) respond to emergencies; (iv) initiate, render, bill, and collect for services; or (v) facilitate or verify the appropriate calculation of Taxes, fees, or other obligations due or pursuant to a local, state, provincial, federal, or foreign government requirement.

10.3 Release. You agree to release, discharge, and hold harmless Plow Networks from and against any and all liability relating to or arising from their acts or omissions related to any Account Ownership Dispute or in seeking to comply with any Law or any Legal Process.

11 CUSTOMER SUPPORT AND FEEDBACK

If You have a customer support issue, You may visit <https://www.plow.net> or open a case with Plow Networks’ Service Delivery Center (“**Customer Care**”) at <https://www.plow.net>. Any End User contacting Customer Care may be required to provide certain verifying information (e.g., the answer to a security question on file) to receive support from Customer Care, and Customer Care may limit the level of support that it will provide or scope of information that it will disclose or confirm to any inquiring end user based on the scope of his or her Account rights or permissions.

11.1 Basic Customer Support Services. Plow Networks will make basic customer support available to its customers via its call center, which will be available to attempt to resolve technical issues with and answer questions regarding the implementation or use of the Services. Basic customer support services shall not include, and Plow Networks shall have no obligation hereunder to perform, any of the following: (i) on-site support; (ii)

implementation of any software or hardware; (iii) configuration of any device; (iv) dedicated representative support; or (v) network or third party equipment support.

For clarity, any customer with more than two hundred fifty (250) employees shall be responsible to provide Helpdesk support to End Users. Helpdesk support (hereinafter "Helpdesk") means the logging of calls, managing End User's relations and answering initial inquiries including technical questions about the Services that require an explanation of a feature, function, error message, installation or system administration. The Helpdesk support will be responsible to take and evaluate a reported technical issue, resolve any issue within its control, and when unable to fix the problem, may route the issue to Plow Networks. Helpdesk will act as the interface between Plow Networks and the End Users. Plow Networks may require customer's Helpdesk support personnel to complete a series of training courses on Plow Networks' products.

11.2 Premium Customer Support Services. Additional premium customer support services are available to customers at an additional cost and subject to additional terms and conditions related to Plow Networks' professional services. Please contact your sales representative or Customer Care to inquire about implementation services of premium support services.

11.3 From time to time, Plow Networks may send its customers surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. You hereby grant Plow Networks, its licensors, and suppliers a perpetual, unlimited, worldwide fully-paid up, royalty free license to use all feedback, answers, ideas, comments, or other information You provide to Plow Networks in response to any such requests.

12 CHANGE

12.1 Service Changes. You understand and agree that Plow Networks may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to You. In the event that a change to the Services would, in Plow Networks' reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (a "Change"), and such Change is unacceptable to You, You may terminate the Services without penalty within thirty (30) days of becoming aware of the Change by calling Plow Networks at 866-PLOWNET. Any use of the Services after such date will be deemed Your acceptance of the Change.

12.2 Future Changes to these TOS. We may change the terms of these TOS from time to time upon delivery of electronic or written notices to You. Plow Networks generally provides written notice of changes to Your account, including these TOS and any other legal agreements, via email, electronic notice on the Plow Networks Website or Your Account Page, or on Your billing statements, or as otherwise required by applicable Law. You agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from Plow Networks fully regarding any such notices of changes to Your Account.

Subject to applicable Law, the modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of these TOS and become binding on You on the later of the date they are posted on the Plow Networks website (www.plow.net) or as otherwise indicated in the notice to You. You agree that You are solely responsible for: (i) making sure that Your registered email account is current and functional; (ii) checking Your registered email account regularly; (iii) checking the Plow Networks Website and Your Account page regularly; and (iv) making sure that Plow Networks communications are not blocked or rendered undeliverable by You, Your computer, any software installed on Your computer, Your Internet service provider, or for any other reason. Continued use of the Plow Networks Services will constitute Your acceptance of the modified terms. If the terms of these TOS are amended and You do not wish to accept the modified terms, You may terminate these TOS as provided for in Section 12 entitled "Service Termination".

12.3 Promotional Services. You acknowledge and agree that in the event that Plow Networks offers or provides You discounts or promotional services for Your Services or an Account, Plow Networks may terminate or modify the scope of such promotional services at any time without notice, unless Plow Networks specifically agrees otherwise in writing in connection with its provision of the discounts or promotional services.

13 SERVICE TERMINATION

13.1 Monthly Plan Customers. For monthly plan customers, You may cancel or terminate Your use of the Services with or without cause at any time by calling customer service at 866-PLOWNET, subject to the restrictions and fees provided in these TOS, and any additional agreements governing the products or services.

13.2 Annual Plan Customers. For annual plan customers, You are purchasing the Service for the full length of the applicable Term. You have thirty (30) days from the date of purchase for a prorated refund. After thirty (30) days, if You terminate the Services prior to the end of Your Term, subject to applicable Law, You are responsible for all charges for any remaining time left on the Term as if You remained a customer through the end of the then-current Term, including, without limitation, outstanding charges, unbilled charges, Taxes, and fees, including any applicable disconnection fee. In addition, You will not be entitled to a refund for any unused portion of prepaid Term charges.

13.3 Generally. You understand and agree that Plow Networks may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Services if :

- I. Plow Networks determines or reasonably suspects that You have materially breached these TOS;
- II. Plow Networks determines that You have created or caused to be created multiple free accounts;
- III. Plow Networks determines that You have used a fraudulent credit card to pay for Service charges on Your Account;

- IV. Plow Networks determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives;
- V. You did not or will not reasonably comply or cooperate with any applicable Law or regulation, or Plow Networks is made aware of allegations of the same;
- VI. Plow Networks is ordered by law enforcement or other government agencies to suspend or terminate Service to Your Account;
- VII. You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against Plow Networks, or participate in any class action lawsuit against Plow Networks;
- VIII. Except to the extent prohibited by applicable Law, You file a petition in bankruptcy or if a petition in bankruptcy is filed against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over any of Your relevant property;
- IX. Plow Networks determines that such action is necessary to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect Plow Networks, its customers, or other third parties affiliated with Plow Networks; or for any other good cause;
- X. You violate applicable Law; or
- XI. As otherwise contemplated by these TOS.

Upon any termination or suspension of Your Account, Plow Networks may immediately deactivate or delete Your Account and all related information and files in Your Account and/or restrict any further access to such files, information, or the Services.

Plow Networks shall not be liable to You or any third party for any reason for terminating or suspending Your use or access to the Services.

If You or Plow Networks terminate or suspend Your right to use the Services, You shall not be entitled to any refund or pro ration of any pre-paid amounts, Account Credits, or other amounts paid to Plow Networks prior to the termination or suspension date.

14 WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND Plow Networks MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. SPECIFICALLY AND WITHOUT LIMITING THE FOREGOING IN ANY WAY, Plow Networks SPECIFICALLY DISCLAIMS ANY WARRANTY: (i) THAT ANY PRODUCT WILL MEET ANY PARTICULAR REQUIREMENTS; (ii) THAT ANY PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT ANY DEFECTS IN ANY PRODUCT WILL BE CORRECTED; OR (iii) RELATING TO THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF YOUR OFFICE PLAN, ANY ACCOUNT, OR ANY PRODUCT OR ANY CUSTOMER COMMUNICATIONS, DATA, INFORMATION, OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE

OF ANY OF THE FOREGOING. THE PARTIES AGREE, AND IT IS THEIR INTENTION, THAT IN NO EVENT SHALL ANY WARRANTY PROVIDED BY LAW APPLY UNLESS REQUIRED TO APPLY BY APPLICABLE STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. TO THE EXTENT THAT PLOW NETWORKS CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT Plow Networks CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

15 LIMITATION OF LIABILITY

15.1 Consequential Damages IN NO EVENT SHALL PLOW NETWORKS BE LIABLE TO YOU OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT, COVER, OR SUBSTITUTION GOODS OR SERVICES; LOSS OF USE, DATA, EQUIPMENT, PRODUCTS, BUSINESS OPPORTUNITIES, OR PROFITS; INTERRUPTION OF BUSINESS; TRANSACTIONS ENTERED INTO OR NOT ENTERED INTO; OR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, REPUTATIONAL, OR PUNITIVE DAMAGES OF ANY KIND, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF PLOW NETWORKS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF – OR COULD HAVE FORESEEN – SUCH COSTS, LOSSES, OR DAMAGES.

15.2 Direct Damages Cap. EXCEPT AS SET FORTH BELOW, PLOW NETWORKS' TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE SERVICES FEES PAYABLE HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SUBSECTION DOES NOT APPLY TO: (i) LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (ii) YOUR LIABILITY ARISING FROM YOUR ACTUAL OR ALLEGED BREACH OF SECTIONS 1 (OPERATION AND LIMITATIONS OF THE Plow Networks Emergency Calling Service), 5 (USE POLICIES), 6 (NUMBER POLICIES), OR 3 (CUSTOMER SECURITY POLICY) OF THESE TOS.

15.3 Scope and Exceptions

THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION ENTITLED (LIMITATION OF LIABILITY):

- I. SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW,
- II. SHALL NOT DISCLAIM, LIMIT, OR CAP CUSTOMER'S OBLIGATION TO PAY ANY FEES OR CHARGES OR OTHER AMOUNT OWED TO PLOW NETWORKS OR ANY DAMAGES TO WHICH Plow Networks IS ENTITLED UNDER APPLICABLE LAW FOR INFRINGEMENT OF IP RIGHTS,
- III. REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND
- IV. SHALL SURVIVE TERMINATION OR EXPIRATION OF THE SERVICES AND APPLY IN ANY AND ALL CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION IN THE

EVENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY PROVIDED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

16 SERVICE USAGE AGREEMENT

16.1 Customer is Aware of and Agrees That:

This service DOES NOT support:

- A. Alarm lines
- B. Elevator Lines
- C. Analog Credit Card processing machines
- D. Modems
- E. Auto Dialers
- F. Predictive Dialers
- G. Telemarketing Applications

- 16.1.1 Fax lines are supported only when customer orders separate fax POTS lines. However, Plow Networks Fax lines are not designed or guaranteed to support extremely heavy fax applications such as: fax blasting, fax aggregation systems, continuous and consistent high volumes of outbound and inbound faxing. Additionally, while long faxes (defined as faxes of 11 pages or more) are supported, high volumes of long faxes are not recommended. Therefore if customer is not satisfied with the quality of the best efforts fax lines, customer may cancel those fax lines only. However such cancellation shall not release the customer from the remaining commitment of the existing contract.
- 16.1.2 Plow Networks is not responsible to trouble shoot voice quality delivered over the customer's public access.
- 16.1.3 Service provided to remote users is on a best effort basis. Plow Networks is unable to troubleshoot LAN/Connectivity issues for remote users, or any service delivered over customer provided internet access.
- 16.1.4 Rating of outbound calls as Local applies only to calls that outpulse as the Originating ANI telephone numbers assigned by Plow Networks or that have been ported to Plow Networks' service and are displayed accordingly in the Caller ID field.
- 16.1.5 Calls forwarded or transferred by Customer to an external number (e.g. cell phone number, residential number) will be subject to Local or Long Distance charges for the outbound leg of the call.
- 16.1.6 Excessive call traffic to/from High Cost Areas (HCA) shall have a surcharge of up to \$0.04 per minute of use applied to the number of excess minutes by which the Customer's HCA traffic exceed usual and customary call patterns for business users.
- 16.1.7 Additional Emergency calling terms and conditions – <https://docs.microsoft.com/en-us/microsoftteams/emergency-calling-terms-and-conditions>

Version History

Version	Date	Changes
1.0	4/1/2021	N/A

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