



Service Attachment for Voice-Over Internet Protocol/Unified Communications as a Service

This Service Attachment is between ATS Communications, Inc. a California company (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and the Client found on the applicable Order or Service Description (sometimes referred to as “you,” or “your,”) and, together with the Order, Proposal, Master Services Agreement, and other relevant Service Attachments or Descriptions, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

VOIP AND COLLABORATION SERVICES

Provider will deliver the Unified Communications as a Service (“UCaaS”) and/or Voice over Internet Protocol (collectively “VoIP”) and associated telephony and collaboration services specified and selected by you on the Order. Additional Services may be added only by entering into a new Order including those Services.

The VoIP Services may be provided or delivered by Provider through the use of third-party vendors listed on the Order or Proposal. Use of the VoIP Services are subject to any applicable third-party vendor agreements. Client acknowledges and agrees to be bound by those third-party vendor agreements. Provider shall not be responsible for any third-party vendor service failures when accessing or using the Services. Client agrees to be bound by any applicable third-party vendor’s agreements regarding terms and conditions or end user licensing, and Client understands that any applicable agreement regarding terms and conditions or end user licensing is subject to change by any third-party vendor without notice.

Unless specified in the Order, network cabling, conduit, electrical, rack space, and any other required construction or trenching are additional charges are not included with the Service.

**Provider does not provide internet connection. Client is responsible for providing internet connection to use the Service.

IMPLEMENTATION AND SUPPORT SERVICES

In connection with the Services that are within the scope of this Service Attachment, we will provide the following implementation services during normal business hours:

- Acting as liaison between Client and third-party service provider for account and system set up and activation.
- Coordinate between Client and third-party service provider a VoIP test and assessment to ensure client's infrastructure will meet the minimum services requirements.
- Gathering details from Client on user information needed to program, set up and activate all user telephones.

- Gathering details from Client on call routing and single layer Automated Attendant menu set up for business and non-business hours.
- Assist with orders associated with the carrier number porting from existing carrier to new VoIP Services. Unless specifically documented, Client is responsible for disconnecting all replaced carrier services directly with previous carrier. (e.g., AT&T, Comcast, etc.).
- Physically install a single device (phone instrument) on site and connect to network and cloud voice services upon live cutover.
- Any additional installation related professional services are subject to additional charges.

TRAINING:

If included in the Order, Provider will provide the following training services:

- Telephones: Review of basic phone functions. Review of basic operation including answering, placing calls, transferring calls and conferencing.
- Voicemail: setting up a personal greeting, retrieving, and listening to voicemail messages.
- Web Account user and administrative options will be demonstrated and administrative login to the account portal will be confirmed. In-depth administrative training is available through video links. If desired, in-person administrative training by Provider is available for a one-hour session at fixed fee.
- Desktop/Mobile App (if included on the Order): Provider will assist in downloading the application on a single client provided desktop/mobile device and demonstrate how to activate.
- In connection with the Services included on the Order, Provider will provide ongoing support services during normal business hours.

To the extent specified in an Order, Provider will deliver the Voice over Internet Protocol (“VoIP”) and associated telephony and support services. Additional Services may be added only by entering into a new Order including those Services. Available services include:

- Waiver of remote labor charges when equipment is added or replaced under an Order
- Waiver of remote labor charges associated with software upgrades added under an Order
- Priority queue to the “Partnership Operations Center”
- Designation/key strips as needed
- Priority scheduling for adds, moves, and changes
- User guides upon request
- Priority dispatch on all service calls
- Unlimited training
- Guarantee of “Inventory on Hand”
- No charge for “no trouble found” service call
- “Software only” upgrades
- Local and Long-Distance audits and recommendations upon request
- Preferred service and replacement of defective equipment per factory recommendations
- Service Provider Bill reconciliation
- Semi Annual Backup and archiving of system databases where applicable
- Annual preventative maintenance
- Annual analysis of connectivity charges

- Waiver of charges for no trouble found carrier calls
- Waiver of remote labor charges with software upgrades
- Remote support service calls via telephone or emails during normal business hours
- Waiver of remote labor charges when equipment is added or replaced

Any Support Services provided on Client's systems not identified in an Order shall be performed at an additional fee, at Provider's then-current rates.

Included Services

The Monthly Service Fee for Equipment includes all fees for the use of any Provider-owned hardware, software, operating systems, and all labor needed to install and maintain all hardware, software, operating systems delivered to client under this section.

Equipment Restrictions

Any Provider-owned equipment ("Equipment") must be used by Client for the purpose for which it was intended. Client shall not abuse the Equipment or permit it to be serviced by anyone other than Provider. Neither Client nor Client's agent shall connect accessories supplied by anyone other than Provider to the Equipment without Provider's written consent, which shall not be unreasonably withheld. Client shall use the Equipment only in the manner contemplated by the manufacturer and in accordance with law. Client shall not allow anyone other than Provider to disconnect or move the Equipment from the location noted above. Provider must be free to make any changes needed on the Equipment. Any critical business data stored on any Equipment must be backed up by Client.

Ownership of Provided Software and Equipment

Client acknowledges that its interest in any software installed by Provider on the Equipment is that of a licensee and that the software or Equipment provided by Provider shall remain the property of Provider and must be returned if requested by Provider. Client further agrees to cease the use of any software or Equipment that remains the property of Provider upon cancellation or termination of this agreement.

RIGHT TO ACT AS AGENT AND SITE PREPARATION

Client designates Provider to act as agent for Client in ordering necessary services or entering trouble tickets from phone service carriers and internet access providers, whenever applicable. Client agrees to (a) furnish and install all conduit, raceway or low smoke cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceilings which may be required for the installation of the Equipment, (b) provide all commercial AC power circuits required for the operation of the Equipment, (c) pay for all electrical current necessary for the operation of the Equipment and (d) provide a suitable space for the operation of the Equipment consistent with the recommendations of the manufacturer, including, but not limited to, providing a dry and dust-free environment. Provider shall have no duty, responsibility or obligation to make any structural alterations or adjustments to the premises to install the Equipment. Client shall provide Provider with reasonable access to the premises during Provider's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the Equipment from theft during installation. Provider is not responsible for restoring Client's premises to its original condition upon removal or relocation of any or all of the Equipment.

CUTOVER DATE AND ACCEPTANCE

The Service Start Date outlined in the Order for installed Equipment is only an approximate date. IN NO EVENT SHALL VENDOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT.

TRAINING

Provider shall provide all necessary training for Client's personnel to properly operate newly installed Equipment. Ongoing remote training will be provided by Provider at no additional cost to Client during the term of this Agreement.

CONSULTANT

In the event that Client is represented by a consultant, Provider may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Client training and directories.

SERVICE-LEVEL COMMITMENT

Network Availability

Network availability for VOIP Services is the average percent of total time that the Service is operative when measured in a one-month (720 hour) period. The Service is considered inoperative when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of a bit error rate equal to or worse than 1×10^{-6} . Network availability of the Service will be 99.999%. A failure of any Service Level Commitment shall not be considered a breach of contract warranting Termination for Cause. Client's sole remedy for failure of an SLA shall be for Provider to test the system and SLA for compliance and reperform the Service by Provider.

Warranty

We warrant that the Service shall conform to this Service Description. We will use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Service and to restore the Service.

THE REMEDY(IES) AS SET FORTH IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.

SERVICE LIMITATIONS AND RESTRICTIONS

INDEMNIFICATION

In addition to your indemnification obligations in the MSA, you shall defend, indemnify, and hold harmless Provider, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this agreement, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of the Service relating to the absence, failure or outage

of the Service, including Emergency Calling Service dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

SERVICE FEES

For the Services described in this Service Attachment, you shall pay the Service Fees specified in the attached Order.

Client Delay

If we are unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on your part including but not limited the failure to provide access to your resources in a timely manner), you nonetheless will begin to incur Service Fees, which you shall pay in accordance with this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.

TERM

Term

This Service Attachment is effective on the date specified on the Order (the "Service Start Date"). Unless properly terminated by either party, this agreement will remain in effect through the end of the term specified on the Order (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM.

CLIENT MAY CANCEL AN AUTOMATIC RENEWAL BY CONTACTING PROVIDER.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

Early Termination by Client With Cause

Client may terminate this agreement for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- We fail to fulfill in any material respect our obligations under this agreement and fail to cure such failure within thirty (30) days following our receipt of your written notice.
- We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement)

Early Termination by Client Without Cause

If Client has satisfied all of your obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Service Attachment without cause during the Initial Term upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Order then in effect.

Client may terminate this Service Attachment without cause following the Initial Term upon sixty (60) days' advance, written notice, without paying an early termination fee.

Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment for less than ninety (90) days for illegal Client conduct. Provider may suspend the Services upon ten (10) days if Client violates a third-party end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days if Client's action or inaction hinders Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Agreement, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consents to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.