

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS**

The terms in Sections 1 and 2 of this Subscription Services Additional Terms exhibit (“Additional Terms”) apply to any Subscription Services included on a Statement of Work (“SOW”). The terms in the remaining Sections apply to specific Subscription Services as reflected on an SOW. All applicable terms are incorporated into and are part of the master Client Services Agreement between Client and Netrix (“Agreement”) and all applicable SOWs. In the event of a conflict between the SOW, these Additional Terms and/or the Agreement, the order of precedence shall be the applicable SOW, these Additional Terms, and then the Agreement.

1. Definitions

- 1.1 “BaaS” means the Netrix Subscription Service offering referred to as “Backup-as-a-Service” (or similar term) as more specifically set forth in an applicable SOW.
- 1.2 “Co-Location” or “Co-Lo” means the Netrix Subscription Service offering referred to as “Co-Location” and/or “Co-Lo” (or similar term) as more specifically set forth in an applicable SOW.
- 1.3 “Connectivity” means the Netrix Subscription Service offering entitled “Connectivity” as more specifically set forth in an applicable SOW.
- 2.1. “DaaS” means the Netrix Subscription Service offering referred to as Desktop-as-a-Service (or similar term) as more specifically set forth in an applicable SOW.
- 2.2. “FWaaS” means the Netrix Subscription Service offering referred to as “Firewall-as-a-Service” (or similar term) as more specifically set forth in an applicable SOW.
- 1.4 “Data Center” means a data center managed by Netrix or its affiliates where equipment and applications are hosted for Client use and from which Subscription Services may be provided, as more specifically set forth in an applicable SOW.
- 1.5 “HWaaS” means the Netrix Subscription Service offering referred to as “HWaaS” and/or “Hardware as a Service” (or similar term) as more specifically set forth in the applicable SOW.
- 1.6 “IaaS” means the Netrix Subscription Service offering referred to as “IaaS” and/or “Infrastructure as a Service” (or similar term) as more specifically set forth in the applicable SOW, which may include but is not limited to the CloudHelm subscription service.
- 1.7 “Managed Services” means the Netrix managed Subscription Services more specifically set forth in the applicable SOW, which may include but is not limited to remote and/or hosted management of networks, equipment and applications as described in an applicable SOW.
- 1.8 “Monthly Recurring Charge” or “MRC” is a nonrefundable monthly payment due for the full term of the selected Services.
- 1.9 “MPLS” means multiprotocol label switching Subscription Service as more specifically set forth in the applicable SOW.
- 1.10 “Non-Recurring Charge” or “NRC” is a nonrefundable one-time payment as set forth in an applicable SOW.
- 1.11 “Office-in-a-Box” or “OIB” means the Netrix Subscription Service offering referred to as “Office-in-a-Box” (or similar term) that combines, among other things, several different Subscription Services as more specifically set forth in the applicable SOW and the terms applicable to each such Subscription Service shall apply to the OIB Subscription Service as a whole.
- 1.12 “ServiceNow” is the third-party enterprise application suite provided as a Service by Netrix.
- 1.13 “Subscription Services” or “Services” means any Netrix Subscription Service offering identified on the applicable SOW, including but not limited to the CloudHelm™ cloud Service, Managed Services, UCaaS, IaaS, HWaaS, Office-in-a-Box, ServiceNow platform Services, hosting Services and Co-location Services. Unless included by product name in a SOW for Subscription Services, software subscriptions are not included in Subscription Services.
- 1.14 “UCaaS” means the Netrix Subscription Services offering referred to as “UCaaS” and/or “Unified Communications as a Service” (or similar term) as more specifically set forth in an applicable SOW including without limitation Netrix’s Tetra nVX, sVX and cVX service offerings which may incorporate interconnected voice-over-IP (“VoIP”) services and a variety of related services, e.g., voicemail, eFax Services etc. The FCC defines Interconnected VoIP services as those that (a) enable real-time, two-way voice communications; (b) require a broadband connection from the user’s locations; (c) require IP-compatible customer premise equipment; and (d) permit users to receive calls from and terminate calls to the public switched telephone network (“PSTN”).
- 1.15 Voice-over-IP (“VoIP”) Services means any interconnected VoIP or telephony services, including without local and long distance calling and related services which enable 911 calling.

2. Terms Applicable to All Subscription Services

- 2.1 Contract Term and Termination: The Initial Term for each of the Subscription Services selected by Client is set forth in the applicable SOW. The start date for the Initial Term shall begin after all applicable Subscription Services have been set up on the date that Netrix begins performance of all applicable Subscription Services. To the extent that a portion of the Subscription Services are made available for Client’s use or performed by Netrix on behalf of Client prior the start of the Initial Term, then Client

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

shall be billed on a pro-rated basis for the Subscription Services that were actually made available and/or performed by Netrix prior to the start date. The Initial Term shall automatically renew for successive one (1) year renewal terms unless notice of non-renewal is delivered to the non-terminating Party at least ninety (90) days prior to the end of the then-current term. Netrix may increase pricing at the start of any renewal term.

Client acknowledges that it received discounted pricing in exchange for a Term commitment, and such discount is not earned if Client cancels prior to the end of the committed Term. Upon Netrix's receipt of a request for early termination, Client shall pay the amount due for the entire committed Term (the remaining amount due is the "Early Termination Fee" or "ETF") plus any other amounts due. All parties acknowledge and agree that Netrix will have suffered damages on account of the early termination and such ETF is a reasonable estimate of the amount of damages sustained by Netrix as a result of such early termination under the circumstances currently existing. Upon termination or suspension of an SOW, all applicable Services shall cease and Client shall, no later than the termination date, pay Netrix all amounts due up to the effective date of such termination, including any ETFs, non-cancelable items and decommissioning expenses.

2.2 Suspension of Services: In the event of a payment default by Client, Netrix may suspend the services and the suspension shall not be a Netrix breach and shall not apply toward any remedies due under an applicable service level agreement.

2.3 Fees and Surcharges: Charges for Subscription Services may be subject to:

- (a) monthly cost recovery fees – to offset costs Netrix incurs in complying with taxes and other obligations imposed by, and inquiries made by, federal, state, and municipal regulatory bodies/governments and related legal and billing expenses or its underlying carriers;
- (b) Federal and State Universal Service Fund Fees – Netrix is required to make contributions to the Federal and certain state Universal Service Funds (USF), which provide support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. Netrix is permitted but not required to recover such costs from its customers. The Federal Communications Commission sets the Federal USF rates on a quarterly basis. USF rates are subject to change each quarter;
- (c) E911 fees – This fee is imposed by local governments to help pay primarily for the handling of calls for emergency services such as fire and rescue; and
- (d) any other fees – Client agrees to pay any other fees that may be levied on the Services which are chargeable to Client by any governmental authority. (Each of the foregoing a "Fee").

Such Fees will be listed in invoices and are subject to change.

2.4 Compliance: Client is solely responsible for (a) complying with Client's software licenses; (b) specifying to Netrix all requirements necessary for Client to maintain its hosted data in compliance with data privacy/security laws and regulations; and (c) compliance with any industry-specific regulations applicable to the Services hereunder including data privacy and security laws and regulations.

2.5 Locations: Subscription Services shall be performed at Data Centers if hosted by Netrix, and remotely if managed items are at a non-Netrix location, during the time periods indicated in the applicable SOW. Client shall provide remote access to Client's computer systems for Managed Services at locations other than a Data Center.

2.6 Change in Quantity: Client may change quantities that are tied to the Monthly Recurring Charge for Subscription Services under the applicable SOW, provided that the MRC will not decrease for the duration of the Term by more than 10% from the initial MRC. Any such changes shall be co-terminus with the Term of the applicable Subscription Services. Additions and deletions will take effect in the month when made. Changes to the MRC will be reflected in the invoice following the month in which the additions and/or deletions were made. In the case of Client adding hardware and/or devices to a Subscription Service after the start of the Term, Netrix shall assess the Client a non-recurring charge equal to the per-quantity MRC for the device and/or hardware as identified in the applicable SOW multiplied by (a) the number of added devices and/or hardware items and (b) the number of months that have already occurred in the Term. The new MRC for the remainder of the Term shall be the total number of devices and/or hardware multiplied by the per-quantity MRC for such devices and/or hardware as identified in the applicable SOW.

2.7 Third-Party Software and Equipment: Netrix is not responsible for claims involving third-party software and equipment, for which Netrix will pass through all available manufacturer warranties. Client acknowledges that, unless otherwise agreed to in writing by the parties, any third-party software or equipment provided hereunder is provided solely pursuant to the relevant manufacturer or licensor terms and conditions and Client does not acquire any rights to such third-party software and equipment in excess of those provided in the relevant manufacturer or licensor agreement. If third party equipment is purchased hereunder, upon full payment therefore, title to third party product equipment shall pass to Client. Netrix may make UCC-1 filings on third party equipment until full payment therefore. Fees do not include shipping, insurance and handling, which shall be invoiced to Client.

2.8 Netrix Proprietary Rights: Client agrees that any and all intellectual property rights (the "IP Rights") associated with the Services are and shall remain the exclusive property of Netrix and/or its licensors. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in Client. Client is only entitled to the limited use of the rights granted to Client in this Agreement or as specifically set forth in an applicable SOW. Client will not take any action to jeopardize, limit or interfere with any IP Rights. Client agrees that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. Client acknowledges and understands that all title and rights in and to any third-party content that may be accessed through the Services is the property of the respective content owners and may be protected by applicable

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

- patent, copyright, or other intellectual property laws and treaties. Client may not copy, distribute, sell, resell, license, sub-license, reproduce, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services and/or any of Netrix technology or software for any purpose whatsoever. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services.
- 2.9 **Updates:** Netrix reserves the right to update these Additional Terms at any time, effective upon posting an updated version at www.Netrixllc.com/Contracts; however, Client's rights and obligations shall be as provided in the version of these Additional Terms available to Client at the time of Client's purchase of Deliverables, Services or, when applicable, Client's renewal of Services.
- 2.10 **Regulatory and Legal Changes:** Netrix may discontinue, limit or modify any Service, or impose additional requirements to the provision of any Service, as may be reasonably required to comply with any applicable laws. If changes in applicable laws materially and adversely affect delivery of Service (including the economic viability thereof) or would impose further compliance requirements, then Netrix will provide notice to Client to the extent that said changes impact Client's obligations.
- 2.11 **Maintenance and Modifications to Service:** Netrix may at any time and without liability modify, expand, improve, maintain, or repair the Netrix network even if such activity might result in temporary suspension(s) of the operation of the Service. Netrix will use commercially reasonable efforts to minimize any disruption to the Service to Client and shall commercially reasonable efforts to give Client commercially reasonable notice of a maintenance period prior to the disruption by telephone (real-time or voicemail), facsimile, or e-mail. Any applicable service level credits will not be issued with respect to such Service interruptions if Netrix has used commercially reasonable efforts to so notify Client in accordance with this paragraph. Client authorizes Netrix to monitor and record calls to or from Client or its affiliates or suppliers concerning the Services for Provider's training and quality control purposes.
- 2.12 **No Resale:** Client represents and warrants that it and its authorized end users will be the ultimate end users of the applicable Services. Client shall not in any way resell, license, permit nor allow any third party to use the Services without receiving Netrix's prior written consent.
- 2.13 **High Speed Internet / High Speed Connectivity Required:** Client understands, acknowledges, and agrees that Client must have a high-quality high speed Internet connection or other highspeed connectivity (such as MPLS or Point-to-Point) to use certain services, including UCaaS and that, if Netrix is not providing an Internet connection for Client, then Netrix does not control and is not responsible for: (i) Client's Internet connection; (ii) the quality of Client's Internet connection; (iii) any third-party products and/or services related to Client's Internet connection; or (iv) problems with the Services that are caused by or related to Client's Internet connection. Netrix will not contact any of the Internet providers and/or service or product providers on Client's behalf.
- 2.14 **Compliance:** At all times, Client agrees to comply with all applicable federal, state, and local, laws and regulations, and the terms and conditions of Netrix's Acceptable Use Policy, available at <http://netrixllc.com/contracts/> and Netrix's Privacy Policy, available at <http://netrixllc.com/privacy-policy/>, (as these policies may be amended from time to time) both of which are incorporated into this Agreement. Client is also solely responsible for (i) complying with Client's software licenses; (ii) for specifying to Netrix all requirements necessary for Client to maintain its hosted data in compliance with data privacy/security laws and regulations; and (iii) compliance with any industry-specific regulations applicable to the Services hereunder including data privacy and security laws and regulations. Netrix may take any lawful action it deems appropriate with respect to any use of the Service in violation of its Privacy or Acceptable Use policies or other use of the Service that it deems to be inappropriate, in violation of this Agreement, or potentially disruptive to the Service or Netrix's network, Netrix's rights and interests, or the rights of other customers. Netrix's remedies for Client's prohibited use of the Service, include but are not limited to issuing warnings; terminating Client's Service, subscription, accounts, or users; disabling access to or suspending the Service, subscription, or accounts; or increasing the monthly rates charged Client for the period of Client's prohibited use and the remainder of the Agreement's term. Netrix may take such action without notice or liability to Client or any other party, although Netrix shall have no obligation to take any such action. If Netrix incurs any costs as a result of any prohibited use of the Service by Client, Client shall be solely and exclusively liable for such costs. Netrix shall bill, and Client agrees to pay, any such charges.
- 2.15 **Prohibited Uses:** In addition to any limitations specified in Netrix's Acceptable Use Policy, Client agrees not to use the Service in a manner that is actually or potentially libelous, threatening, harmful, harassing, indecent, obscene, in violation of the intellectual property rights of any party, or is otherwise unlawful under any applicable law or regulation. Client agrees not to engage in any activity that interferes with or disrupts the Service or associated servers, networks, or software; prevents or restricts other Clients from using the Service; or damages any Netrix or third-party property. Client agrees not to reproduce, duplicate, copy, sell, trade, or resell the Service provided under Client's account(s). Client agrees not to use the Service for toll fraud; unlawful autodialing or predictive dialing practices; continuous or extensive call forwarding; constant dialing; iterative dialing; fax broadcast; fax blasting; junk faxing; fax spamming; transmitting broadcasts or recorded material; sending unsolicited messages or advertisements; telemarketing; sending bulk and/ or junk email, voicemail, or faxes; taking any action to attempt to mislead others as to the identity of the sender or the origin of any communication; or any other activity that would be in violation of the Telephone Consumer Protection Act ("TCPA") or similar state law/s or regulation/s. Client agrees not to (1) re-classify or re-originate traffic or take any other action to intentionally make traffic appear as if it: (i) is anything other than the type of traffic delivered to such called party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter, or delete in any manner calling party number information, originating point codes, or any other signaling information or call detail in connection with the transport and termination of traffic to the called party. Client agrees not to access or attempt to access the Service by any means other than the interface provided by Netrix, including but not limited to any automated means such as the

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

use of scripts or web crawlers. Client agrees not to use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo.

- 2.16 **Netrix's Remedies for Prohibited Use:** Netrix may take any lawful action it deems appropriate with respect to prohibited use of the Service or other use of the Service that it deems to be inappropriate, in violation of this Agreement, or potentially disruptive to the Service or Netrix's network, Netrix's rights and interests, or the rights of other Clients. Netrix's remedies for Client's prohibited use of the Service, include but are not limited to issuing warnings; terminating Client's Service, subscription, accounts, or users; disabling access to or suspending the Service, subscription, or accounts; or increasing the monthly rates charged Client for the period of Client's prohibited use and the remainder of the Agreement's term. Netrix may take such action without notice or liability to Client or any other party, although Netrix shall have no obligation to take any such action. If Netrix incurs any costs as a result of any prohibited use of the Service by Client, Client shall be solely and exclusively liable for such costs. Netrix shall bill, and Client agrees to pay, any such charges.
- 2.17 **Client's Content:** Client is solely responsible for the content of all information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by Client while utilizing the Service ("Client's Content") and for the consequences of doing so, including any loss or damage to Netrix or any third parties. Netrix has no responsibility to Client or any third party for Client's Content.

Netrix reserves the right to, but shall have no obligation to, pre-screen, refuse, flag, filter, or remove any of Client's Content from the Service at Netrix's discretion without notice or liability to Client or any other party.

Client shall retain copyright and any other intellectual property rights Client holds in Client's Content. Client shall remain solely responsible for protecting and enforcing such rights where applicable.

Client hereby grants to Netrix a non-exclusive, world-wide, royalty free, sub-licensable, transferable, perpetual, irrevocable license to use, modify, adapt, translate, publish, publicly perform, reproduce, prepare derivative works of, and distribute Client's Content solely for the purpose of providing and distributing the transmission of such Client Content, as is necessary to the successful provision of the Service to Client. Client represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant such license and permit such use.

Netrix will endeavor to store Client's voicemail, sent or received call logs, and/ or instant messages if it is a part of the Service identified in an applicable SOW. However, Netrix is not obligated to do so and Netrix has no responsibility or liability for the deletion or failure to store any of the foregoing.

- 2.18 **Other Users' Content:** Netrix does not control and shall have no liability or responsibility for the (1) conduct or (2) content of any information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by other users via the Service, including but by no means limited to advertisements or sponsored content (item (2) collectively referred to as "Other Users' Content").

Other Users' Content may be protected by copyright and other intellectual property rights of such other users or other persons. Client shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Other Users' Content unless specifically agreed to by the owners of such Other Users' Content in a separate written agreement with Client.

It is Netrix's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including in the United States the Digital Millennium Copyright Act) and to terminate the accounts or subscriptions of repeat infringers.

- 2.19 **Indemnification.** Client agrees to indemnify, defend, and hold harmless Netrix, its affiliates, officers, directors, employees, consultants, agents, licensors, suppliers, and resellers from any and all third party claims, liability, damages, losses, expenses, and/ or costs (including but not limited to attorney's fees and cost of suit) arising from or related to (i) Client's use of the Service, (ii) violation of this Agreement (including but not limited to fraudulent or illegal use of the Service), (iii) any negligent acts or omissions or willful misconduct of Client, or (iv) infringement or violation of any intellectual property or other right of any person or entity in connection with this Agreement.

3. Terms Applicable to MPLS Subscription Services

- 3.1 **Construction Cost:** Fiber optic cables are delivered from a main highway or street to the Client's premises. While we attempt to reflect these costs in our pricing, in some cases the cost for construction related to this delivery may exceed our estimated costs, in which case Netrix may suspend without liability any Subscription Services impacted by such fiber optic cables until additional costs are approved or paid by Client at Netrix's option. Upon approval or payment, as applicable, the affected Services will resume. If the costs are not approved or paid within 30 days of invoice, the fiber order will be cancelled at no charge to Client.
- 3.2 **Customer Premise Wiring:** Data circuits are delivered to the Client's "Telco Demarcation Point," or "DMARC," which is the point at which the public switched telephone network connects with the Client's on-premises wiring. Additional client-premise conduit and/or wire may need to be installed to connect the Netrix-provided circuit from the DMARC to the Client - premise network, including conduit from the Client's property line to the DMARC. In addition, fiber optics require power for equipment, since power

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

cannot be delivered to the DMARC over fiber optics. All client-premise wiring costs are the responsibility of the Client, and Netrix will perform these Services if included in a SOW.

- 3.3 Implementation Intervals: T1 implementation interval is targeted for six (6) weeks following receipt of this fully executed Agreement. Ethernet (ETH) implementation is targeted for six (6) months following receipt of this fully executed Agreement. DS3 and T3 implementation is targeted for five (5) months following receipt of this fully-executed Agreement. Actual times of implementation may vary from targeted dates.
- 3.4 Quality of Service (QOS): Netrix makes no warranty as to the quality or availability of data backup, video, or voice over a “public” internet (e.g. DSL, Cable, Tier-2 Provider) connection and is sold “as-is”. The Client may at any time install a “private” circuit with Netrix or have Netrix act as an agent for a “private” circuit with Verizon, AT&T or Level 3 to improve quality of Subscription Services.

4. Terms Applicable to Managed Subscription Services

- 4.1 Manufacturer Maintenance; Licensing: Manufacturer maintenance is required for Client's third-party products managed by Netrix. Without manufacturer maintenance provided by the Client, service level agreements shall not apply and Netrix may not be able to resolve issues or timely perform Services. Work arounds, if any, are not included in Managed Services and if provided shall be at additional charge. Client is solely responsible for being in compliance with manufacturer software licensing requirements.
- 4.2 Compatibility: Netrix is not responsible for resolving compatibility issues with unmanaged software or hardware, and in such cases service levels and warranties shall not apply and Client shall hold Netrix harmless with respect to compatibility issues. Resolution of compatibility issues are not included in Managed Services and if provided shall be at additional charge.
- 4.3 Remotely Provided: Where possible Managed Services are remotely provided and require access to the systems to be managed. Managed Services may require installation of an agent or virtual server on Client systems and Client consents to such installation if required. Tickets may be submitted via a third-party administrative interface, and Client consents to use of such interface if applicable.

5. Terms Applicable to Unified Communications as a Service Subscription Service (UCaaS) / VOIP Services

- 5.1 TetraVX: Client acknowledges that Netrix provides UCaaS, VoIP and related subscription services under the trade name “TetraVX” and that the TetraVX trade name may be used in connection with this Agreement or in providing UCaaS, VoIP and other services to Client.
- 5.2 TetraVX Mobile App and EULA: For UCaaS or VoIP Subscription Services that include the TetraVX mobile App, access to the TetraVX App requires the user to download and install the TetraVX App for the appropriate device (e.g., iPhone, Android, etc.). Use of the TetraVX App is governed by the TetraVX App End User License Agreement (“EULA”) associated with the App for each mobile platform. Client’s use of the TetraVX App may be governed by one or more other agreements with Netrix in addition to the terms set forth herein and in the EULA. Notwithstanding any other term in this Agreement, the Parties acknowledge that the EULA grants Client’s authorized end users a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to download, install and use a single copy of the TetraVX App on each of their devices and that (a) any attempt to use the TetraVX App other than as permitted by this Agreement and the EULA will immediately terminate the license, and (b) the TetraVX App is licensed, not sold, to Client’s authorized end users. By executing this Agreement, Client agrees to the terms of the EULA.
- 5.3 Line Number Management - All Phone Numbers:

Port. In. Netrix will make commercially reasonable efforts to provide new telephone numbers where available but does not guarantee the availability of any numbering resource in connection with the Service. Client may elect to port an existing DID/ telephone number to Netrix (“Port-In”) for use with the Service. Netrix will support all valid requests and will cooperate with Client to perform any Port-In in accordance with Client’s reasonable directions and Netrix’s operating procedures. Neither Netrix nor its providers are responsible for any delay, rejection, or false processing of Port-In requests to the extent such delay, rejection, or false processing is attributable to Client, Client’s prior provider, or any third parties. Netrix is not responsible, and Client shall be solely liable for any costs billed by its current provider or any other third party relative to a Port-In request, including, but not limited to costs related to early termination of service. Where Client desires to provide and/or Port In its own pre-existing telephone numbers to the Service, Netrix shall be entitled in its reasonable discretion to reject any telephone numbers proposed to be supplied by Client; provided however, that Netrix shall not unreasonably reject any telephone numbers and shall provide Client upon request with a written or electronic explanation as to the reasons for such rejection. In the event a telephone number port is rejected, Netrix will provide Client with all information pertaining to the rejection so that Client can work with their current provider to cure the cause of the rejection.

Port. Out. Client or a third-party provider acting as agent on behalf of Client (“Requesting Party”) may request that Netrix port a number assigned to Client by Netrix to a third-party provider (“Port-Out”). Netrix will support all such requests and will promptly cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party’s reasonable directions and Netrix’s standard operating procedures. In the event of any Port-Out, Client agrees that until such time as the Port-Out is complete and Client terminates the Service for such DID/ telephone number, Client shall remain bound by the terms of this Agreement related to that DID/ telephone number. Once the Port-Out is complete, Client must terminate the Services associated with such ported DID/ telephone number in order to stop incurring charges for such DID/ telephone number. Client recognizes



NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT

and agrees that in the event of a Port-Out Client shall remain responsible for paying the required monthly service fees in accordance with the Agreement, including but not limited to any fees associated with early termination of Service.

Prior to each number portability request (Port In or Port Out), Client shall submit a valid letter of authorization (“LOA”) on a form provided by and/or acceptable to Netrix that has been executed by an authorized Client contact. Netrix will not attempt to port a telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; Netrix shall be entitled in its reasonable discretion to deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each telephone number being ported, in addition to any other charges applicable to the Service, Client shall pay non-recurring porting charges to Netrix. Client shall protect, defend, indemnify, and hold harmless Netrix, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney’s fees and costs), judgments, and causes of action (including, but not limited to, any “slamming claims”) arising from or related to Client’s use or failure to use or provide valid LOAs or other documentation relating to number portability.

5.4 Line Number Management – Domestic Numbers:

Based exclusively upon information provided by Client, Netrix will register telephone numbers provided to Client for use in connection with the Service with the appropriate 911 authority. Netrix will also assist in the porting of Client’s telephone numbers and/or the assignment of new telephone numbers as applicable and where available, and both Parties agree and understand that Client shall retain all right, title, and interest to such telephone numbers.

5.5 Line Number Management – International Telephone Numbers:

Client shall not retain any right, title, and interest to such international telephone numbers. **Client understands and agrees that Netrix’s international voice Service does not support 999, 911, E911 or other emergency response calling functionality.** Additionally, Netrix’s international voice Service supports only inbound calling from the Public Switched Telephone Network (“PSTN”) to either a) new DID’s provided by Netrix or b) to pre-existing international telephone numbers that were ported into Netrix for use in conjunction with the Service. All outbound calls from Client’s international location will be rated at Netrix’s then current international termination rate schedule. Netrix may, upon ten (10) days’ prior written or electronic notice, reclaim any international telephone numbers that (i) have not be used to pass traffic within the immediately preceding one hundred twenty (120) day period (or such shorter period as otherwise required by law or by an underlying provider of Netrix’s international voice services); (ii) are required to be reclaimed pursuant to a change in the national number plan in the local country of such international country; or (iii) Netrix is otherwise required to do so by any relevant regulatory or governing body or by an underlying provider of Netrix’s international voice services. Netrix will use reasonable efforts to provide Client with thirty (30) days advanced written or electronic notice if Netrix discontinues international voice Services in a particular country.

5.6 International Voice and Data: If Services include international voice and/or data, charges for such Services will be invoiced at Netrix’s then-current rates in addition to any charges set forth on the applicable SOW. International voice and data services are billed separately as per Netrix’s International Rate card pricing. These rates are subject to change at any time without notice and subject to additional surcharges. International texts sent or received while outside the United States are subject to our Roaming International Rate card and additional surcharges. Data used outside the USA is billed at our International data rates and subject to additional surcharges.

5.7 Voice-to-Text and Text-to-Voice Limitations: Certain UCaaS and VoIP Services may provide a function that allows voicemails to be converted to text and vice-versa. Client understands and agrees that Netrix’s voice-to-text (“VTT”) and text-to-voice (“TTV”) features may not accurately transcribe voicemails or articulate text messages, respectively. Client is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV features. Netrix expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

5.8 Representations and Warranties Associated with E911 Calling Services: The following section applies ONLY TO “INTERCONNECTED VOIP SERVICES” AS DEFINED BY THE FCC IN 47 C.F.R. § 9.3, I.E., TO THOSE SERVICES THAT ALLOW FOR TWO-WAY – ORIGINATION AND TERMINATION – OF REAL-TIME, VOICE TELEPHONE CALLS ON THE PUBLIC SWITCHED TELEPHONE NETWORK (“PSTN”) USING A BROADBAND INTERCONNECTION AND SPECIALIZED CLIENT PREMISES EQUIPMENT. CLIENT IS AWARE THAT E911 SERVICE PROVIDED BY NETRIX DIFFERS IN IMPORTANT WAYS FROM TRADITIONAL WIRELINE E911 SERVICE AND SUCH LIMITATIONS ARE DESCRIBED THROUGHOUT THIS SECTION.

5.9 VOIP 911 LIMITATIONS AND RESTRICTIONS: EMERGENCY CALLING SERVICES (“911 SERVICES”) ARE PROVIDED WITH TETRA’S UCAAS AND VOIP SERVICES. ALTHOUGH NETRIX WILL ENDEAVOR TO COMPLETE EMERGENCY CALLS PLACED BY A USER THROUGH THE SERVICE (PROVIDED THAT SUCH CALLS ARE DELIVERED TO NETRIX’S NETWORK), SUCH CALLS WILL BE DELIVERED TO THE APPROPRIATE PUBLIC SAFETY ANSWERING POINT (“PSAP”) BASED UPON THE REGISTERED LOCATION INFORMATION PROVIDED BY CLIENT. THE SERVICE’S 911/ E911 ACCESS COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS THAT ASSOCIATED WITH TRADITIONAL WIRELINE 911/ E911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CLIENT AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICE OF THE 911/ E911 LIMITATIONS DESCRIBED HEREIN. CLIENT ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE 911/ E911 ACCESS PORTION OF THE SERVICE WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW AND REPRESENTS AND WARRANTS IT HAS BEEN INFORMED BY NETRIX OF THE

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

REASONS TO HAVE AT LEAST ONE BACKUP METHOD OF ACCESSING 911/E911 SERVICE, SUCH AS A CIRCUIT-SWITCHED TDM TELEPHONE OR CELLULAR TELEPHONE, PER CUSTMOMER LOCATION.

- (a) Loss or interruption of electrical power to Client's VoIP telephone, its ATA, Modem, Router, Switch or any other devices in the critical path from Client's VoIP handset to the Netrix switching center at the user's location. The user will not be able to use the Service for calls (including "911") during such a power interruption or outage. Following the power interruption or outage, users may find it necessary to reset or reconfigure the Service prior to being able to use the Service for making and receiving calls, including "911" calls.
- (b) Loss or interruption of Internet access at the user's location.
- (c) Failure of the user's broadband or VoIP hardware (including without limitation Phones).
- (d) Failure of the user's broadband or VoIP software (including without limitation soft phones).
- (e) Improperly installed or configured user broadband or VoIP hardware.
- (f) Improperly installed or configured user broadband or VoIP software (including without limitation soft phones).
- (g) Suspension, disconnection, or termination of the Service for any reason, including without limitation (i) for failure to pay or default, or (ii) failure of the Service to function for any reason.
- (h) Client failed to provide Netrix with any physical location of the Netrix served VoIP handset-user, or failed to provide the correct physical location of same (i.e., the address is incorrect, incomplete, abbreviated, or misspelled).
- (i) Client failed to update the user's physical location with Netrix when the user moved or changed location/address.
- (j) The user attempts a 911 call via a Netrix served VoIP handset from a location/address different than the location/address registered with Netrix.
- (k) For the purposes herein (911/E911), the terms "location" and "address" shall be understood to designate information necessary to generate a proper Automatic Location Identification record ensuring proper routing to and from the proper PSAP for the call's originating location. Such location and address may include but not necessarily limited to the street name and number, building, unit, and zip code (e.g. Unit B-22, 1111 North Main Street, Anywhere, State, 99999).

5.10 E-911 LIMITATION DISCLOSURE:

- (a) It is Client's responsibility to understand its state law E911 requirements and compliance obligations; and Netrix specifically disclaims any such obligation. Internet/VPN-based telephones are intended to be utilized from a fixed location for 911 address. Client agrees that 911 calls will only be placed from user's primary assigned address and not when devices are connected outside of the primary defined address.
- (b) The Emergency Relay Center ("ERC") Expenses: An emergency 9-1-1 call that cannot be connected to the appropriate PSAP due to incomplete or missing User Location Data is a "Failed User Emergency 9-1-1 Call." Failed User Emergency 9-1-1 Calls will be routed to the ERC contracted by Netrix with trained emergency dispatchers operating 24/7. Client will be responsible for and will reimburse Netrix for all costs and expenses associated with any calls that are routed to the ERC ("ERC Expenses"). Each call that arrives at the ERC will incur a charge of \$100.00 to Client. Netrix will notify Client of any ERC calls and associated ERC Expenses and will invoice Client on the last day of every month for the ERC Expenses incurred by Netrix in connection with calls directed to the ERC during that month. Failed User Emergency 9-1-1 calls will be answered by a trained emergency services operator and to the extent possible, routed by the ERC to the appropriate PSAP, based on the location information communicated by the 9-1-1 caller.
- (c) WARNING LABELS: NETRIX WILL PROVIDE CLIENT WITH LABELS WARNING THAT THE 911/ E911 COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. CLIENT AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CLIENT DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CLIENT SHOULD CONTACT NETRIX BY CALLING NETRIX/TETRAVX AT 1 (833) 838-7289.
- (d) ADDITIONAL 911/ E911 LIMITATIONS: THE LOCAL EMERGENCY CALL TAKER RECEIVING THE 911 CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN NUMBER OR LOCATION INFORMATION. THEREFORE, THE EMERGENCY CALL TAKER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE USER MAKING THE 911 CALL WHICH MAY DELAY OR PREVENT EMERGENCY SERVICES. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN AND IN THE EVENT OF NETWORK CONGESTION THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL, WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, WIRELINE 911 SERVICES.
- (e) 911/E911 LIMITATION OF LIABILITY/ INDEMNITY: NETRIX AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY FOR, AND CLIENT WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO, CLIENT, ITS USERS, OR ANY THIRD PARTY'S INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. CLIENT HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS NETRIX, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES,



NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT

Netrix

EXPENSES, AND/ OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS OF SUIT) BY OR ON BEHALF OF CLIENT OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF 911/E911 TO FUNCTION OR FUNCTION PROPERLY OR NETRIX'S PROVISION OF 911/ E911 SERVICES OR FAILURE TO PROVIDE ACCESS TO 911/ E911 SERVICES.

- (f) CLIENT RESPONSIBILITIES: CLIENT MAY NOT RESELL OR DISTRIBUTE ANY 911 SERVICES OFFERED BY NETRIX. CLIENT WILL SOLELY RESPONSIBLE FOR ANY UNAUTHORIZED USE OF 911 SERVICES PROVIDED BY NETRIX. CLIENT MAY NOT BLOCK ANY PHONE NUMBER ON A USER HANDSET WHEN DIALING 911. DOING SO MAY INHIBIT THE CORRECT ROUTING OF 911 CALLS. CLIENT SHALL BE SOLELY RESPONSIBLE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TEHCMODE, PURSUANT TO THIS SECTION FOR ANY 911 FAILURE DUE TO CLIENT'S BLOCKING OF 911 CALLS OR FAILURE TO UPDATE ITS REGISTERED INFORMATION AS REQUIRED.
- (g) 911 DISCLOSURE/ACKNOWLEDGEMENT: CLIENT MUST SIGN AND RETURN A 911 SERVICE LIMITATION DISCLOSURE/ACKNOWLEDGEMENT FORM BEFORE STARTING SERVICE, WHEREIN CLIENT ACKNOWLEDGES THAT IT HAS READ, AND UNDERSTANDS THE LIMITATIONS ON VOIP 911 SERVICE AS COMPARED TO TRADITIONAL WIRELINE SERVICE. NETRIX WILL NOT PROVIDE SERVICE PURSUANT TO THIS AGREEMENT UNTIL CLIENT HAS SIGNED AND RETURNED THE ACKNOWLEDGEMENT. THIS ACKNOWLEDGEMENT SHALL BE INCLUDED AS PART OF THE APPLICABLE STATEMENT OF WORK.

In the event that a Client moves a telephone handset to a new location, Client agrees that it will provide the new location information to Netrix so that Netrix can update the relevant emergency calling databases.

5.11 Service Limitations:

- (a) Client's use of "unlimited" local and long distance calling as a feature of the Services at the MRC stated in the applicable SOW presumes industry standard utilization of such features by commercial Clients or based on comparison of such use to other Netrix Clients as determined by Netrix in its sole discretion. In the event that Client makes excessive use of the local and long-distance calling feature, Netrix shall be entitled in its sole discretion to assess additional charges with respect to such excess utilization and/or suspend the Service. Clients utilizing lawful auto-dialing technology (e.g., predictive dialers) will also be subject to additional charges and/or suspension of the Service in Netrix's sole discretion. Notwithstanding the foregoing, certain types of usage are not included as part of the unlimited offering and are instead billed on a per-minute basis, including (i) calls to non-U.S. mainland destinations, including but not limited to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, (ii) international calls, including calls to Canada and Mexico, (iii) inbound calls to Client's toll-free numbers, (iv) conferencing services (including web & audio conferencing), and (v) domestic outbound calls that originate from any licenses other than a Client end user, including calls originating from Auto Attendants, Hunt Groups, ACD/Call Centers, and Virtual Extensions.
- (b) Client's use of the Services at the MRC stated in the applicable SOW presumes that the originating and terminating telephone numbers (i.e. Client's telephone number and the telephone number of the 3rd party that Client is calling) associated with all calls initiated by Client are made available for billing and rating purposes.
- (c) Subject to compliance with applicable law, Netrix reserves the right to block or otherwise restrict termination of calls to any and all termination calling destinations, whether or not included in rates provided to Client, and without notice to Client. Netrix does not guarantee call completion, and the failure to complete any or all calls, regardless of reason, will not constitute a breach of this Agreement.

5.12 VoIP Calls: Netrix uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by our Clients to the appropriate Public Safety Answering Point (PSAP). There are limitations placed upon Netrix by the PSAPs. Each of the approximately 6,000 PSAPs must individually agree to accept a 9-1-1 call with a VoIP type service. We are aware of PSAPs that fall into three categories: a) those that accept VoIP calls with location data on 9-1-1 equipment; b) those that accept VoIP 9-1-1 calls without location data on administrative lines; and c) those that do not accept VoIP 9-1-1 calls. In this last case, VoIP 9-1-1 calls are routed to the next closest PSAP that accepts VoIP 9-1-1 calls.

5.13 Quality of Service (QoS): Netrix makes no warranty as to the quality or availability of data backup, video, or voice over a "public" Internet (e.g. DSL, Cable, Tier-2 Provider) connection and any such Services are sold "as-is." The performance and usability of the Internet for VoIP is generally unpredictable and therefore call quality for users cannot be guaranteed. Network congestion may result in quality issues and can likely place service outside the supported thresholds for voice traffic. Uptime SLAs cannot be met when the UCaaS or VoIP transport option such as Internet, "DMVPN" or "ANYCONNECT" is the method of access. In general, WAN/Internet connectivity bandwidth and latency must meet or exceed the bandwidth needed for reliable, uninterrupted call processing and media transport. Latency thresholds should not exceed 200ms IP packet RTT. Minimum recommended upload/download bandwidth per user is 1.5Mbps to support general Lync functionality such as desktop share, video conferencing, etc. Ticket analysis, escalated troubleshooting and support for all reported issues which are deemed related to broadband performance and uptime are subject to billing at Netrix standard hourly rates.

5.14 Nectar UCaaS EULA: If Nectar services are utilized as part of UCaaS Services, the Nectar EULA (the "EULA") located at www.netrixllc.com/contracts is included in these Terms (as required by Nectar) and is incorporated herein by reference. In the event of a conflict between the Agreement, a SOW, and this EULA or portion thereof, the order of precedence shall be this EULA,

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

then the SOW, then the Agreement, to the extent of any conflict. Netrix may update its terms from time to time, and such updates will become effective upon posting.

- 5.15 TetraVX Mobile Application / LinPhone: The Netrix UCaaS and VoIP Services may include use of the TetraVX mobile App which utilizes the LinPhone mobile device application distributed by linphone.org. The LinPhone application is free, open source software and may be redistributed and/or modified under the terms of the GNU General Public License v.2 as published by the Free Software Foundation (the "License"), or such other licenses as permitted under the License terms. The TetraVX App is distributed solely subject to the License, without warranty of any kind including the implied warranty of merchantability or fitness for a particular purpose. For more details, please refer to the GNU General Public License, which may be viewed at <https://www.gnu.org/licenses/gpl-2.0.html>. A complete, machine-readable copy of the source code for the mobile application may be obtained free of charge by submitting a written request to: Netrix, LLC, 2801 Lakeside Drive, Suite 125, Bannockburn, IL 60015, ATTN: Anthony Donato and General Counsel. Client or the relevant third party must make such request within three years from the date which Netrix distributed the LinPhone application to Client.
- 5.16 UCaaS Proprietary Rights: All IP addresses, Netrix-based domain names and telephone numbers shall remain, at all times, the property of Netrix and shall be nontransferable, except where Client ports a number from its Netrix service to another carrier consistent with applicable law and Netrix's porting requirements as specified herein. Client shall have no right to use IP addresses, Netrix-based domain names or telephone numbers upon termination or expiration of the applicable Service, except where Client ports a number as described above. Client acknowledges that the UCaaS and VoIP Services are proprietary to Netrix or its licensors, and that any assignment of intellectual property rights, work-for-hire terms, or similar transfer of rights terms in the Agreement or SOW do not apply to the UCaaS or VoIP Services. Subject to Client's compliance with the terms and conditions of the Agreement, Netrix hereby grants Client a non-exclusive license during the applicable term to use the UCaaS or VoIP Services (as applicable).
- 5.17 End User Notification: Client is solely responsible for informing its end users about the emergency calling restrictions. Client's failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.
- 5.18 Call Recording: Client understands that call recording within the United States is governed by both Federal and State laws. All states require that at least one party on a call consents to a call being recorded, however, several states require that all parties on a call be notified that recording is actively occurring. Client agrees and understands that it is their responsibility to ensure compliance with all Federal and State laws which are applicable to their organization. Furthermore, Client agrees to defend, indemnify and hold Netrix, its officers, directors, employees, agents, and representatives harmless from any and all liabilities, allegations, claims, losses, damages, expenses (including attorney's fees and expenses), judgements, and causes of action arising out of, or in connection with Client's failure to comply with any Federal or State laws.
- 5.19 Access Right: Client shall provide Netrix, at no cost to Netrix, all permissions, consents or authorizations necessary to activate, maintain, inspect, and repair the products and/or Services and any Netrix equipment, including (if applicable) the right to access and enter Client's premises. Client shall provide Netrix and/or its third-party supplier with timely access to property and equipment Client controls as reasonably required for the Services at no cost to Netrix and/or its third-party supplier. Client will also obtain, at its expense, timely access for Netrix and/or its third-party supplier as reasonably required for the Services to property controlled by third parties, such as a landlord. Except in an emergency, Client shall grant or obtain consent for Netrix and/or its third-party supplier, to enter upon Client's property and premises, as applicable, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, inspect, replace and remove Service components and the right to use ancillary equipment space within a building to connect a Client's site to Netrix's provider's network. Netrix and Client will provide Netrix's provider with timely information about and access to Clients' facilities and equipment as reasonably required to provide the Services, subject to reasonable security policies. Netrix and Client will have the responsibility to furnish any conduit, holes, wire ways, wiring, plans, equipment, space, power/utilities and other items as Netrix's provider reasonably requires for the Services and to obtain any necessary licenses, permits and consents (including easements and rights-of-way). Client's site/s must be ready for Netrix's provider to perform its work according to agreed-upon schedules.
- 5.20 Registration Procedures: In connection with signing up and providing information in connection with the Services, Client agrees to provide true, accurate, current and complete name, contact information, and other data to Netrix, and Client expressly disclaims and agrees that Netrix shall have no liability in connection with any incorrect data provided by the Client. Further, if Client becomes aware of any unauthorized use of a Client account relating to any Subscription Services, or any other breach of security related to the Services, then Client agrees to immediately notify Netrix. In no event shall Netrix be liable for any damages whatsoever resulting from any prohibited, fraudulent or unauthorized use of the Services, Client's account, Netrix equipment or Client equipment, and Client shall bear the risk of loss and assume all liability arising from any such prohibited, unauthorized or fraudulent usage, except to the extent such usage arose solely from Netrix's gross negligence or willful misconduct. Client is also solely responsible for terminating credentials and access for end users no longer authorized by Client to use the Services. Client acknowledges that placing telephones on a publicly accessible Internet protocol address or a publicly accessible network will subject Client to a higher level of risk for fraudulent activity. Client acknowledges and agrees that Netrix: (a) is under no obligation to investigate the authenticity of calls charged to Client's account, (b) is under no obligation to take action to prevent such calls from being made, and (c) is not liable for any fraudulent calls processed by Netrix and billed to Client's account. Client shall protect, defend, indemnify, and hold harmless Netrix, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgements,

**NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT**

and causes of action arising from or related to fraudulent calls or usage of the Service. Netrix shall be entitled to take immediate action without notice or liability to Client as it deems necessary in its sole discretion to prevent fraudulent calls or other usage of the Service; provided, however, that Netrix is under no obligation to undertake such action.

5.21 CUSTOMER PROPRIETARY NETWORK INFORMATION:

In the normal course of providing certain VoIP and telecom Services to its users and customers, Netrix collects and maintains certain customer proprietary network information ("CPNI") typical to the industry. CPNI includes the types of communications services Client currently purchases or subscribes to, how Client uses those services (for example, Client's calling records), and billing information related to those services. Client's Netrix telephone number, name, and address do not constitute CPNI. Netrix does not sell, trade, or otherwise share Client's CPNI with anyone outside of Netrix and those parties authorized to represent Netrix to offer Netrix's services or to perform functions on Netrix's behalf related to Netrix's services, except as the law may require or Client may authorize. Federal law generally permits Netrix to use CPNI in its provisioning of the communications services Client purchases or subscribes to, including billing and collections for those services. Netrix may also use or disclose Client CPNI for legal or regulatory reasons such as to respond to a court order, to investigate fraud, to protect Netrix's rights or property, to protect against the unlawful use of Netrix services, or to protect other users.

Client may elect to prohibit Netrix's use of Client's CPNI to market services other than services of the same type that Client already purchases from Netrix by providing Netrix with Client's "opt-out" notice within thirty (30) calendar days of Client's Service commencement by providing Netrix with written notice of Client's desire to opt-out. If Client fails to do so within such timeframe, Client will be deemed to have given Netrix consent to use Client's CPNI to market services other than services of the same type that Client already purchases from Netrix. Restricting Netrix's use of Client CPNI will not affect Netrix's provision of any service, nor will it necessarily eliminate all types of Netrix marketing.

6. Terms Applicable to Hardware as a Service Subscription Service (HWaaS)

If the Subscription Service listed in an SOW includes HWaaS, such Subscription Service includes the right to use equipment supplied by Netrix and related third party software. Netrix will procure and maintain the specified equipment and Client agrees to pay the HWaaS charge for the full Term, regardless of any earlier termination (such charge for the remaining term due after early termination being an Early Termination Fee or "ETF") and Client agrees to pay the ETF and any additional charges due at the time of termination. Client shall be liable for any loss or damage due to misuse of HWaaS equipment by Client or Client's failure to follow instructions in the use of such Equipment. The SOW and Client's use of the HWaaS equipment are subject and subordinate to Netrix's agreements with its financiers, and those financiers' rights, including without limitation certain rights of repossession of the equipment. Client agrees to provide any requested real-property waivers and other documents that may be required for the financings, and will take such further action as requested by Netrix's financiers in furtherance of the financier(s)' rights under the applicable financing agreement and related documents.

7. Terms Applicable to Hosting Subscription Services

Client grants to Netrix the right to use all hardware and software provided by Client for hosting by Netrix, for the sole purpose of providing Subscription Services to Client under an SOW including Subscription Services. Client warrants to Netrix that this license and the Subscription Services selected by Client shall not violate any agreement or right of any third party, including software licensors, and Client shall indemnify and hold Netrix harmless from and against such third parties.

8. Terms Applicable to ServiceNow Subscription Services

8.1 ServiceNow Products and Netrix Services: Netrix offers ServiceNow as both a stand-alone third-party product and as Service provided by Netrix. The SOW or other order for ServiceNow (each an "SOW") shall specify the Client's chosen selections for ServiceNow implementation. Client acknowledges that its use of ServiceNow requires transfer of limited Client data by Client to ServiceNow (such as emails, employee names, contents of trouble tickets, etc.).

8.2 Restrictions: Client shall not (and shall not permit others to) do the following with respect to the ServiceNow Services (including the underlying software): (i) use the Subscription Service with external programs in a manner that intentionally circumvents these contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in a SOW; (iii) knowingly access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted herein and in Client's SOW for the Services; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to knowingly create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any Service Now or third party data, software or network (other than Client's instance of the Subscription Service in accordance with this Agreement). Before Client exercises any of the foregoing actions that Client believes it is entitled to based on mandatory law, Client shall provide ServiceNow with thirty (30) days prior written notice at legalnotices@servicenow.com, and provide reasonably requested information to allow

NETRIX SUBSCRIPTION SERVICES ADDITIONAL TERMS EXHIBIT

ServiceNow to assess Client's claim and, at ServiceNow's sole discretion, provide alternatives that reduce adverse impacts on ServiceNow's intellectual property and other rights.

- 8.3 **High Risk Activities.** Client shall use the ServiceNow Services within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage (" High Risk Activity "). Netrix and ServiceNow, their licensors and suppliers expressly disclaim all warranties of fitness for any such use and Client shall release and hold ServiceNow and Netrix and their licensors and suppliers harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.
- 8.4 **Client Responsibilities.** Client will perform or provide the following in a timely manner for any ServiceNow implementation Services:
- (a) An authorized Client project manager with authority to answer questions and make decisions on behalf of Client.
 - (b) All the necessary expertise and information to cover the statutory and regulatory requirements applicable to Client and its data.
 - (c) Escalation tree, access to environments, export of knowledge base(s), on-site visit to Client location if requested, and phones and call volumes as applicable.

9. Terms Applicable to CloudHelm Services.

If CloudHelm services are included as part of the Subscription Services, the CloudHelm terms and conditions shall apply to Client's use of the CloudHelm services. These terms and conditions are available at www.netrixllc.com/contracts and are incorporated by reference as if fully set forth herein.

Last Modified 11/15/2018