



ZANG OFFICE TERMS OF SERVICE v1.1

Updated March, 6 2017

THIS ZANG OFFICE TERMS OF SERVICE (“**AGREEMENT**” OR “**TERMS OF SERVICE**”) GOVERNS THE USE OF THE ZANG OFFICE SERVICE (THE “**ZANG OFFICE SERVICE**” OR “**SERVICE**”). READ THIS AGREEMENT CAREFULLY, IN ITS ENTIRETY, BEFORE ACCESSING, INSTALLING, DOWNLOADING, OR USING THE ZANG OFFICE SERVICE.

BY ACCESSING, INSTALLING, DOWNLOADING, OR USING THE ZANG OFFICE SERVICE, OR AUTHORIZING OTHERS TO DO SO ON BEHALF OF YOU, YOU (HEREINAFTER REFERRED TO INTERCHANGEABLY AS “**YOU**”, “**YOUR**” AND “**CUSTOMER**”), AGREE TO THESE TERMS AND CONDITIONS AND CREATE A BINDING CONTRACT BETWEEN YOU AND ZANG, INC. (“**ZANG**”, “**US**”, “**OUR**” OR “**WE**”). YOU REPRESENT THAT YOU ARE A CORPORATION OR OTHER BUSINESS ENTITY VALIDLY EXISTING AND IN GOOD STANDING, ACTING IN THE NORMAL COURSE OF BUSINESS AND THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF TO THE TERMS OF THIS AGREEMENT. IF YOU AGREE WITH THESE TERMS OF SERVICE, PLEASE SELECT AND CHECK THE “**ACCEPT**” BUTTON (OR EQUIVALENT OPTION). IF THERE IS NO “**ACCEPT**” BUTTON ON THE SCREEN, YOU AGREE TO THESE TERMS OF SERVICE WHEN YOU ACCESS, DOWNLOAD, INSTALL OR USE THE SERVICE, OR AUTHORIZE OTHERS TO DO SO ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE DOING SO.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS NOT DESIGNED TO COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS (“**HIPAA**”). CUSTOMER AGREES THAT IT WILL NOT USE THE SERVICE TO CREATE, RECEIVE, TRANSMIT, MAINTAIN, USE, DISCLOSE, OR OTHERWISE CAUSE THE ZANG OFFICE SERVICE TO HANDLE PROTECTED HEALTH INFORMATION (“**PHI**”) AS DEFINED UNDER HIPAA. CUSTOMER RETAINS FULL RESPONSIBILITY TO ENSURE THAT THE ZANG OFFICE SERVICE IS ONLY APPLIED TO USE-CASE SCENARIOS WHERE THE ZANG OFFICE SERVICE DOES PROVIDE THE NECESSARY LEVEL OF SECURITY AND PRIVACY PROTECTIONS. CUSTOMER’S AGREEMENT TO THIS PROVISION IS A MATERIAL CONDITION OF MAKING THE ZANG OFFICE SERVICE AVAILABLE TO CUSTOMER.

1. SERVICES PROVIDED; ADDITIONAL TERMS; ORDER OF PRECEDENCE; CHANGES

1.1 Services Provided. Zang will provide the Zang Office Service Customer orders via the Zang Office website as specified in this Agreement, and if applicable, the then current Zang Office Service Description, which is available at <https://office.zang.io> (or such successor site as designated by Zang). The “**Zang Office Service Description**” is the applicable description of Zang’s standard Zang Office Service then current as of the date of Customer’s ordering of the Zang Office Service. The Zang Office Service is sold in advance on a subscription basis, and for a specified duration unless terminated. The Zang Office Service commences upon Customer’s ordering of the Zang Office Service at <https://store.zang.io/> (or such successor site as designated by Zang).

1.2 Additional Terms. In order to use certain features of the Zang Office Service, Customer may be required to agree to additional terms (the “**Additional Terms**”) above those stated herein, which will be automatically incorporated into this Agreement effective as of such agreement and will apply with respect to Customer’s use of such specific feature.

1.3 Order of Precedence. In the event of conflict among this Agreement, the Zang Office Service Description, and the Privacy Statement, the order of precedence is: (i) this Agreement, (ii) the Zang Office Service Description, and (iii) the Privacy Statement.

1.4 Changes to the Service. ZANG MAY AT ITS SOLE DISCRETION MODIFY THE ASPECTS, FEATURES, OR FUNCTIONALITY OF THE ZANG OFFICE SERVICE WITHOUT PRIOR NOTICE. ZANG MAY DISCONTINUE THE ZANG OFFICE SERVICE IN ITS ENTIRETY UPON SIXTY (60) DAYS NOTICE.

1.5 Changes to this Agreement. ZANG MAY MODIFY THE TERMS OF THIS AGREEMENT AT ANY TIME AT ITS SOLE DISCRETION WITHOUT NOTICE TO YOU BY POSTING MODIFIED TERMS ON <https://www.zang.io/legal/office/terms> (OR SUCH SUCCESSOR SITE AS DESIGNATED BY ZANG) OR UPON NOTICE TO YOU BY ZANG VIA EMAIL OR THROUGH SOME OTHER MEANS DESIGNATED BY ZANG. CHANGES TO THIS AGREEMENT WILL BE EFFECTIVE AS OF THE DATE WE POST THEM OR ISSUE OUR NOTICE TO YOU OF SUCH CHANGE, UNLESS WE SPECIFY A DIFFERENT EFFECTIVE DATE WHEN WE MAKE A PARTICULAR CHANGE. YOU ARE SOLELY RESPONSIBLE FOR CHECKING FOR ANY AGREEMENT UPDATES. YOUR CONTINUED USE OF THE SERVICE MEANS THAT YOU ACCEPT AND AGREE TO ANY REVISED TERMS AND CONDITIONS. In the event Customer does not agree to any such modification, Your sole and exclusive remedy is to discontinue using the Service and terminate this Agreement by providing written notice to Zang of its intent to terminate within fifteen (15) days after Zang notifies Customer of (or posts) the modified terms. In the event Customer notifies Zang of its intent to terminate this Agreement during such fifteen (15) day response period, this Agreement shall terminate, and Customer shall cease use of the Zang Office Service, effective as of the last day of the billing period during which the Customer notified Zang of its intent to terminate. In the event Customer does not notify Zang of its intent to terminate this Agreement within such fifteen (15) day response period and/ or continues to use the Zang Office Service after such fifteen (15) day response period, Customer will be deemed to have accepted the modified terms and such terms shall apply effective as of the first day of the next billing period following the end of the fifteen (15) day response period.

2. USE OF THE SERVICE

2.1 System Requirements. In order to use the Zang Office Service, Customer must, at Customer's own expense, provide and utilize one or more compatible devices, internet access, and certain software, and may be required to obtain updates or upgrades to the foregoing from time to time. Customer's ability to use the Zang Office Service may be affected by the performance of these items. Customer acknowledges and agrees that system requirements for the Zang Office Service may change from time to time and that adherence to the system requirements is Customer's responsibility. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. Customer also must purchase Zang Office compatible Phones from Zang or select a phone which is approved to operate on the Zang Office platform, as set forth in Attachment 1 to this Agreement, in order to use phones with the Zang Office Service. The list of Zang Office compatible phones is available at <https://store.zang.io/> (or such successor site as designated by Zang).

2.2 Registration. Customer is required to register prior to using the Zang Office Service. Customer agrees that any registration information shall be accurate, correct, and up to date, and Customer agrees to maintain and promptly update its registration information, including but not limited to the physical location of each user.

2.3 Privacy and Security.

2.3.1 Customer's privacy is important to Zang. Zang's data privacy statement can be found at <http://www.zang.io/legal/privacy-statement> (or such successor site as designated by Zang), and is also available upon written request made to Zang.

2.3.2 Definitions. For the purpose of this Agreement: (i) "**Personal Data**" means any information supplied by Customer (acting as controller), or collected or generated by Zang (acting as processor) on behalf of the Customer, that identifies, relates to, describes, or is capable of being associated with, a particular individual; (ii) "**Processing**", "**Process**", "**Processed**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction; (iii) "**Affiliate**" means, with respect to either party, an entity that is directly or indirectly controlling, controlled by, or under common control with Zang Inc.; (iv) "**Control**" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; (v) "**Controlled**" has the meaning correlative to the foregoing.

2.3.3 Compliance. Customer is fully responsible for complying with all applicable privacy laws and regulations to allow Zang to Process Personal Data. Customer will notify all relevant data subjects and obtain their consent of the fact that Zang, solely for the purpose described in the Section below, will have access to and Process Personal Data (including the

transfer to and shared use with Zang's Affiliates in other countries) in accordance with Customer's instructions. Customer shall also inform users with whom Customer communicates or interact via the Service to the extent Customer does not want them to share with Customer via the Service sensitive Personal Data that may be in violation of certain laws and regulations (e.g., personal health information or personally identifiable information like credit card information, social security numbers, or bank account information, etc.). Customer agrees that Personal Data, if not specified otherwise, will be processed by Zang's Affiliates and by any sub-contractor that Zang uses to fulfill its obligations, which may include data transfer to other countries around the globe.

2.3.4 Purpose. The Personal Data will only be Processed by Zang in accordance with the instructions of Customer and solely for the purpose of providing the Services in compliance with Zang's obligations under this Agreement, managing the contractual relationship with Zang, as well as for the performance of promotional activities of products and services. Customer hereby generally instructs Zang to Process Personal Data relating to employees (such as end-users or representatives of Customer), clients of Customer or other individuals or legal entities solely for the above purpose.

2.3.5 Technical and Organizational Measures and Security. Having regard to the state of technological development and the cost of implementing any measures, Zang will: (1) take appropriate technical and organizational measures against the unauthorized access to Personal Data and against the accidental loss or destruction of or damage to Personal Data to ensure a level of security appropriate to: (i) the harm that might result from such unauthorized or unlawful Processing or accidental loss, destruction, or damage, and (ii) the nature of the Personal Data to be protected; and (2) take reasonable steps to ensure compliance with those measures. Customer is prohibited from using any Service or facilities provided in connection with the Service to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools, etc.) is strictly prohibited. Any user names and passwords used for the Service are for individual use only. Customer will be responsible for the security of user names and passwords (if any) and may not disclose them to any third party. Compromised passwords represent a major security risk. Zang encourages Customer to create strong passwords using three different character types, change passwords regularly and refrain from using the same passwords regularly. Customer must treat such information as strictly confidential. Customer agrees to notify Zang immediately upon becoming aware of any unauthorized use or breach of Customer's user name, password, account, or subscription. If Customer becomes involved in any violation of system security, Zang reserves the right to release Customer's relevant information (which may include Personal Data) to the system administrators / third parties in order to assist them in resolving security incidents.

2.3.6 Exercise of Rights. Where relevant, Zang will provide in a prompt manner such co-operation as is reasonably necessary to enable Customer to ensure compliance with applicable law, at Customer's cost. Zang will as soon as reasonably practicable and in any event in a manner that conforms to any time-scales set out in applicable law, as directed by Customer, provide Customer with a copy of Customer's Personal Data that it Processes under this Agreement, and allow Customer to allow the owner of the Personal Data to correct or delete any inaccuracies in such Personal Data and to oppose to the Processing of such Data on legitimate grounds, by sending a request to the address of Zang.

2.3.7 Co-operation with law enforcement authorities. Zang reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Zang to disclose the Personal Data of anyone posting any messages or content or publishing or otherwise making available any materials that are believed to violate this Agreement. Customer is fully responsible for informing all relevant data subjects with whom Customer may communicate or otherwise interact via the Service of the foregoing right belonging to Zang. BY ACCEPTING THIS AGREEMENT CUSTOMER WAIVES AND HOLDS HARMLESS ZANG FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND / OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ZANG OR LAW ENFORCEMENT AUTHORITIES.

2.4 Scope of Use/ Fair Usage. Customer shall use the Zang Office Service only as permitted in this Agreement and in accordance with applicable laws and regulations, including but not limited to laws regarding the export of data or software. Customer shall use the Zang Office Service only for its internal business purposes. Customer's use of the Zang Office Service may be subject to certain restrictions and limits, including without limitation as to conference ports, number of users per subscription, and storage, which if applicable will be communicated by Zang. Customer's usage of the Zang Office Service for long distance calls in North America shall be limited to no more than two thousand five hundred (2,500) minutes per user per month or such other amount as may be communicated by Zang from time to time. If Customer

exceeds such limit for more than one month, Zang will notify Customer after the first month and Zang may in its sole discretion terminate Customer's Zang Office Service after the second month. International long distance is billed in arrears and separately from the allowable number of long distance minutes. Customer may not transfer its Zang Office Service subscription to any other company or entity.

2.5 Prohibited Uses. Customer agrees not to use the Zang Office 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. Customer agrees not to engage in any activity that interferes with or disrupts the Zang Office Service or associated servers, networks, or software; prevents or restricts other customers from using the Zang Office Service; or damages any Zang or third party property. Customer agrees not to reproduce, duplicate, copy, sell, trade, or resell the Zang Office Service. Customer agrees not to use the Zang Office Service for autodialing or predictive dialing; 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; call center operations or other bulk call-in lines; 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 outside the scope of reasonable internal business usage. Customer agrees not to (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such 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. Customer agrees not to access or attempt to access the Zang Office Service by any means other than the interface provided by Zang, including but not limited to any automated means such as the use of scripts or web crawlers. Customer agrees not to use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Zang Office Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo. Zang may take any action it deems appropriate with respect to prohibited use of the Zang Office Service or other use of the Zang Office Service that it deems to be inappropriate, in violation of this Agreement, or potentially disruptive to the Zang Office Service or Zang's network, including but not limited to issuing warnings; terminating Customer's Zang Office Service, subscription, accounts, or users; or disabling access to or suspending the Zang Office Service, subscription, or accounts. Zang may take such action without notice or liability to Customer or any other party, although Zang shall have no obligation to take any such action.

2.6 Support. Zang will provide Customer with technical consultation support for the duration of the Zang Office Service. Customer may access technical support by calling Zang's customer support help line at +1-844-864-9264 or by sending an email to zosupport@zang.io. Technical support agents are available to answer Customer calls and respond to e-Tickets Monday through Friday from 7am to 7 pm (Eastern Time).

2.7 Customer Proprietary Network Information. In the normal course of providing services to its users and customers, Zang collects and maintains certain customer proprietary network information ("**CPNI**"). CPNI includes the types of telecommunications and interconnected VoIP services Customer currently purchases or subscribes to, how Customer uses those services (for example, Customer's calling records), and billing information related to those services. Customer's Zang telephone number, name, and address do not constitute CPNI.

Zang does not sell, trade, or otherwise share Customer's CPNI with anyone outside of Zang and those parties authorized to represent Zang to offer Zang's services or to perform functions on Zang's behalf related to Zang's services, except as the law may require or Customer may authorize.

Federal law generally permits Zang to use CPNI in its provision of telecommunications and interconnected VoIP services Customer purchases or subscribes to, including billing and collections for those services. Zang is also permitted to use or disclose CPNI to offer Customer communications services of the same type that Customer already purchases from Zang. Zang may also use or disclose Customer CPNI for legal or regulatory reasons such as to respond to a court order, to investigate fraud, to protect Zang rights or property, to protect against the unlawful use of Zang services, or to protect other users.

Customer may elect to prohibit Zang's use of Customer's CPNI to market services other than services of the same type that Customer already purchases from Zang by providing Zang with Customer's "opt-out" notice within thirty (30) calendar

days of Customer's Zang Office Service commencement via sending an email to zosupport@zang.io. If Customer fails to do so within such timeframe, Customer will be deemed to have given Zang consent to use Customer's CPNI to market services other than services of the same type that Customer already purchases from Zang. Restricting Zang's use of Customer CPNI will not affect Zang's provision of any service, nor will it necessarily eliminate all types of Zang marketing.

2.8 B2B not B2C. CUSTOMER RECOGNIZES AND AGREES THAT THE SERVICE IS FOR BUSINESS USE AND NOT FOR CONSUMERS, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL USE THE SERVICE FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD, OR ANY OTHER CONSUMER PURPOSE.

3. CUSTOMER'S CONTENT AND MARKS

3.1 Customer is solely responsible for the content of all information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by Customer while utilizing the Zang Office Service ("**Customer's Content**") and for the consequences of doing so, including any loss or damage to Zang or a third party. Zang has no responsibility to Customer or any third party for Customer's Content.

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

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

3.4 Customer hereby grants to Zang a non-exclusive, world-wide, royalty free, sublicensable, transferable, perpetual, irrevocable license to use, modify, adapt, translate, publish, publicly perform, publicly display, reproduce, prepare derivative works of, and distribute Customer's Content solely for the purpose of providing and distributing the Zang Office Service. Customer represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant such license and permit such use.

3.5 Zang will endeavor to store Customer's voicemail, sent or received call logs, and/ or instant messages as part of the Zang Office Service, however Zang is not obligated to do so and Zang has no responsibility or liability for the deletion or failure to store any of the foregoing.

3.6 Customer hereby grants Zang a limited, non-exclusive, non-transferable, non-sublicensable license to display Customer's trade names, trademarks, service marks, logos, domain names and the like ("**Customer's Marks**") for the purpose of providing the Services to Customer or promoting or advertising that Customer uses the Services; provided, that the use of Customer's Marks in connection with this Agreement shall not create any right, title or interest, in or to the use of the Customer's Marks and that all such use and goodwill associated with Customer's Marks will inure to the benefit of Customer.

4. OTHER USERS' CONTENT

4.1 Zang 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 another nature, sent, displayed, uploaded, posted, published, or submitted by other users while utilizing the Zang Office Service, including but by no means limited to advertisements or sponsored content (item (2) collectively referred to as "**Other Users' Content**").

4.2 Other Users' Content may be protected by copyright and other intellectual property rights of such users or other persons. Customer 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 by the owners of such Other Users' Content in a separate written agreement with Customer.

4.3 Digital Millennium Copyright. It is Zang's policy to respond to notices of alleged copyright or trademark infringement that comply with applicable international intellectual property law (including, without limitation, in the United States the Digital Millennium Copyright Act) and where appropriate at Zang's discretion to terminate the accounts or subscription of infringers. If You would like to send Zang an alleged copyright or trademark infringement notice as it pertains to the

Service, go to the following link <https://www.zang.io/legal/dmca/> (or such successor site as designated by Zang) and follow the instructions on how to get in touch with Zang. If You have trouble accessing this link, then You may contact Zang for further information at copyrightagent@avaya.com with the subject line: “DCMA Takedown Request” or by mail to:

Copyright Agent Notification
c/o Zang, Inc.
350 Mount Kemble Avenue
Room 2C109
Morristown, NJ 07960
Phone: +1-908-953-2044

5. FREE TRIAL PERIOD; CHARGES AND PAYMENT

5.1 Free Trial Period. The first thirty (30) days of Customer’s Zang Office Service, or such other period as communicated to You in writing by Zang, will be a free trial period (“**Free Trial Period**”). Customer is limited to one (1) Free Trial Period even if Customer has more than one Zang Office subscription. Zang reserves the right to limit the number of users and number of Phones Zang will provide during the Free Trial Period. Customer may cancel its Zang Office Service without incurring any Zang Office Service charges by providing notice of termination to Zang at least one (1) day prior to the end of the Free Trial Period; provided, however, that any Phones purchased hereunder are non-cancellable and non-refundable except as otherwise provided in the applicable Zang Office Service Description.

5.2 Charges. Zang will charge Customer’s credit card, or such other payment mechanism as may be approved by Zang, for the fees for the Zang Office Service, including Zang Office Service per-user monthly fees and any other fees or charges associated with Customer’s account. Zang will charge Customer for the Zang Office Service per-user subscription fees and any other fees or charges (other than for the Phones) monthly in advance unless otherwise specified or agreed in writing by Zang. In the event Customer adds or removes users during a month, Zang will charge Customer a prorated portion of the per-user subscription fees for such added or removed user. Zang will charge Customer for the Phones upon receipt of Customer’s online order for the Phones. Zang may change the Zang Office Service fees at any time without prior notice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with non-credit card methods of payment. Zang may suspend licenses and performance of Zang Office Services for which payment is overdue until the overdue amount is paid in full. Overdue payments will be subject to a late payment charge of the lesser of one and one half percent (1.5%) per month (19.56% per annum) or the maximum rate allowed by applicable law. Customer will reimburse Zang for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments. Customer must dispute any charges for the Zang Office Services in writing within thirty (30) days after the date the charge is made by Zang, otherwise Customer waives any dispute or further recourse with respect to the applicable charges. Zang reserves the right to require credit approval prior to providing Zang Office Services to Customer.

5.3 Taxes. Unless Customer provides Zang with a current tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the Zang Office Service, except for any (i) taxes that are imposed on, measured by, or based upon net income of Zang; and (ii) taxes in the nature of franchise, doing business, or capital stock taxes if such taxes are based on or measured by capital stock value, par value or net worth of Zang and are imposed by any taxing jurisdiction in which Zang is subject to such taxes as a result of transactions or activities not related to this Agreement. If Customer is required to bear a tax pursuant to this Section or make any withholding, then Customer will pay such tax and any additional amounts as are necessary to ensure that the net amounts received by Zang hereunder, after all such payments or withholdings, equal the amounts to which Zang is otherwise entitled under this Agreement as if such tax or withholding did not exist.

5.4 Regulatory Fees. Zang may charge Customer the following regulatory fees:

a. Federal and State Universal Service Fee. Zang 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. Zang 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 and they are subject to change each quarter.

b. 911 Fee. This fee is imposed by local governments to help pay for emergency services such as fire and rescue.

c. 911 Service Fee. Zang may charge a per-DID/ phone number fee to recover Zang's costs directly associated with providing 911 and E911 to its customers.

d. Regulatory Recovery Fee. Zang may charge a monthly regulatory recovery fee to offset costs incurred by Zang in complying with obligations imposed by, and inquiries made by, federal, state and municipal regulatory bodies/governments and related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. If assessed by Zang, the regulatory recovery fee will apply to every DID/ phone number assigned to Customer, including toll free and virtual numbers.

e. Other Fees. Customer agrees to pay any other fees that may be levied on the Zang Office Services which are chargeable to customers by any governmental authority.

6. ZANG'S IP RIGHTS

6.1 Zang Owns Zang IP. Zang reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively, "**Intellectual Property**") that Zang owned prior to providing the Zang Office Services under the Agreement, any Intellectual Property that Zang develops, creates, or otherwise acquires independently of this Agreement, and any derivative works or Intellectual Property that Zang develops, creates, or otherwise acquires while performing the Zang Office Services under the Agreement.

6.2 Zang, its licensors or suppliers own all right, title, and interest in and to the Zang Office Service, associated software, and the content of all information and communications, whether visual, written, audible, or of another nature presented by or on behalf of Zang as part of the Zang Office Service ("**Zang's Content**"). Customer shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Zang's Content.

6.3 Nothing in this Agreement grants Customer any right to use any of Zang's trade names, trademarks, service marks, logos, domain names, trade dress, or other distinctive brand features.

6.4 Customer shall not remove, obscure, or alter any proprietary rights notices, such as copyright or trademark notices, attached to or contained within Zang's Content, the Zang Office Service, or associated software or servers.

7. SOFTWARE LICENSE TERMS

Depending on the Service, there may be a software portion of the Service where You download software ("Software"). The Software portion of the Service (including any updates as set forth in 8 below) shall be licensed pursuant to (a) the original agreement under which the applicable Software was licensed to You, (b) the terms and conditions made available to You when You download or install the Software portion of the Service, or (c) if no such license exists, then the Zang Global Software License Terms posted at <https://www.zang.io/legal/eula> (or such successor site as designated by Zang), as of the date of Your order will apply, for the sole purpose of utilizing the Service, in accordance with the terms of this Agreement and the Zang Office Service Description document, if applicable, and for the duration of Your subscription.

8. SOFTWARE UPDATES

The Zang Office Software may automatically download and install updates from Zang from time to time. Updates may take the form of bug fixes, new or enhanced functionality, new Software modules, and updated or new versions of the Software, and are intended to improve or enhance the Zang Office Service. Customer agrees to allow such updates to be promptly downloaded and installed as part of its utilization of the Zang Office Service.

9. 911/E911

9.1 911 LIMITATIONS AND RESTRICTIONS. THE ZANG OFFICE SERVICE INCLUDES A 911/E911 COMPONENT. THE ZANG OFFICE SERVICE 911/ E911 COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS TRADITIONAL WIRELINE 911/ E911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICE OF THE 911/ E911 LIMITATIONS DESCRIBED HEREIN. ZANG RECOMMENDS THAT CUSTOMER PURCHASE ALTERNATE MEANS OF ACCESSING TRADITIONAL 911/E911 SERVICES. CUSTOMER ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE 911/E911 PORTION OF THE ZANG OFFICE SERVICE WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW.

- a. Loss or interruption of electrical power at the user's location. The user will not be able to use the Zang Office Service (including to call 911) during a power interruption or outage. Following the power interruption or outage, the user may be required to reset or reconfigure the Zang Office Service prior to being able to use the Zang Office Service, including to call 911.
- 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 (including without limitation Phones).
- f. Improperly installed or configured user broadband or VoIP software (including without limitation soft phones).
- g. Suspension, disconnection, or termination of the Zang Office Service for any reason, including without limitation for failure to pay or default, or failure of the Zang Office Service to function for any reason.
- h. Customer failed to provide Zang with the physical location of the user, or failed to provide the correct physical location (i.e. the address is incorrect, incomplete, abbreviated, or misspelled).
- i. Customer failed to update the user's physical location with Zang when the user moved or changed location.
- j. The user attempts a 911 call from a location different than the location registered with Zang.

9.2 REQUIREMENT TO REGISTER AND UPDATE LOCATION INFORMATION. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF EACH USER'S EQUIPMENT (PHONE OR SOFTPHONE) WITH ZANG AFTER ORDERING THE ZANG OFFICE SERVICE AND UPON ADDING A USER/USERS TO AN EXISTING ZANG OFFICE SUBSCRIPTION VIA ENTERING THE PHYSICAL LOCATION OF THE USER IN THE WEB-BASED ZANG OFFICE USER PORTAL ("USER PORTAL"). CUSTOMER IS REQUIRED TO IMMEDIATELY UPDATE EACH USER'S LOCATIONS WHENEVER THE PHYSICAL LOCATION OF SUCH USER'S EQUIPMENT CHANGES VIA THE SETTINGS PAGE ON THE USER PORTAL OR, WITH RESPECT TO SOFTPHONES, VIA THE SETTINGS PAGE ON THE SOFTPHONE. CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR THE USER'S EQUIPMENT WILL BE THE LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER, AND THAT ZANG'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE THEN-CURRENT REGISTERED PHYSICAL LOCATION FOR THE USER'S EQUIPMENT. IF CUSTOMER DOES NOT ACCURATELY IDENTIFY A USER'S LOCATION UPON ORDERING THE SERVICE AND/OR DOES NOT UPDATE SUCH INFORMATION WHEN THE USER'S LOCATION CHANGES, 911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT EMERGENCY CALL TAKER. WHEN CUSTOMER NOTIFIES ZANG OF A CHANGE IN THE REGISTERED LOCATION OF A USER, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION AVAALABLE TO ROUTE 911 CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION.

9.3 WARNING LABELS. ZANG WILL PROVIDE CUSTOMER WITH LABELS WARNING THAT THE 911/E911 COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. CUSTOMER AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CUSTOMER DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CUSTOMER SHOULD CONTACT ZANG BY SENDING AN E-MAIL TO ZOSUPPORT@ZANG.IO OR BY CALLING 1-844-864-9264.

9.4 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.

9.5 911/E911 LIMITATION OF LIABILITY/INDEMNITY. ZANG AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS WILL HAVE NO LIABILITY TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO CUSTOMER, 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. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ZANG, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF SUIT) BY OR ON BEHALF OF CUSTOMER OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF 911/E911 TO FUNCTION OR FUNCTION PROPERLY OR ZANG'S PROVISION OF 911/E911 SERVICES OR FAILURE TO PROVIDE ACCESS TO 911/E911 SERVICES.

10. ADVERTISEMENTS; EXTERNAL LINKS; FEEDBACK

10.1 The Zang Office Service may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to Customer's Content, Customer's information stored on the Zang Office servers, queries made through the Zang Office Service, or other information. Zang may change the manner, mode, and extent of advertising displayed on the Zang Office Service without specific notice to Customer. Customer agrees that Zang may place such advertising on the Zang Office Service.

10.2 The Zang Office Service may contain hyperlinks to non-Zang websites, content, or resources. Zang has no control over the foregoing. Customer acknowledges and agrees that Zang has no responsibility for the availability of non-Zang websites, content, or resources; Zang does not endorse any advertising, products, or resources available on such non-Zang websites, content, or resources or the websites, contents, or resources themselves; and Zang shall not be liable for any loss or damage incurred by Customer related to such websites, content, or resources, including but not limited to their availability or the completeness, accuracy, or existence of any advertising, products, or other materials on or available through them.

10.3 Zang welcomes Your comments, suggestions, or feedback (collectively, "**Feedback**") about the Services. All such Feedback provided by You to Zang or its authorized channel partners will become Zang's property and You agree that all intellectual property rights therein are transferred and assigned to Zang. You agree to cooperate fully with Zang in connection with such transfer and assignment. Zang may use such Feedback however it elects without any monetary or other consideration of any kind owed to You or any third party.

11. DID NUMBERS

Zang will make available to Customer a list of DID/telephone numbers from which Customer may choose their DID/telephone numbers. Customer will not be the owner of any DID/telephone number (including fax numbers) assigned to Customer by Zang, and Customer will not transfer or attempt to transfer its number(s) to anyone else (except as provided in **Section 12.2** below with respect to Porting Out). Zang reserves the right to change, cancel, withdraw, or move such numbers at its sole discretion immediately upon notice. Customer will surrender all rights to the DID/telephone numbers and fax numbers upon termination of Customer's Zang Office Service if they have not been ported out in accordance with **Section 12.2** below prior to such termination, and the numbers assigned to Customer may be

reassigned upon termination of Customer's Zang Office Service. Zang will not be liable for any damages arising out of such reassignment.

12. LOCAL NUMBER PORTABILITY

12.1 Porting In. Customer may elect to port an existing DID/telephone number to Zang ("**Port-In**") for use with the Zang Office Service. In the event Customer elects to Port-In a number, Customer must first select a temporary number from the list of DID/telephone numbers Zang presents to Customer at the time Customer orders the Zang Office Service, which will be used until the Port-In is complete. Zang will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Zang's operating procedures. Zang and its providers are not responsible for any delay, rejection, or false processing of Port-In requests to the extent such delay, rejection, or false processing is attributable to Customer, Customer's prior provider, or any third parties.

12.2 Porting Out. Customer or a third-party provider acting as agent on behalf of Customer ("**Requesting Party**") may request that Zang port a number assigned to Customer by Zang to a third party provider ("**Port-Out**"). Zang 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 Zang's standard operating procedures. In the event of any Port-Out, Customer agrees that until such time as the Port-Out is complete and Customer terminates the Zang Office Service for such DID/telephone number, Customer shall remain bound by the terms of this Agreement related to that DID/telephone number. Once the Port-Out is complete, Customer must terminate the Zang Office Services associated with such DID/telephone number in order to stop incurring charges for such DID/ telephone number.

13. 711 DIALING

The Zang Office Service allows dialing 711 to reach Telecommunications Relay Services (TRS). In the event the user's registered location is not the same as the user's geographic location, 711 calls may not be routed to the correct TRS center for the user's location.

14. SERVICE EXCLUSIONS

The Zang Office Service does not include directory listings and operator and directory assistance and do not support 976 or 900 calls. The Zang Office Service may not support 311, 411, 511, or other X11 calling (other than 911 and 711 as detailed in this Agreement) in all or certain service areas.

15. RECORDING

15.1 Some Services may involve recording and/or monitoring. For those Services, information uploaded to or in any way passing through the Service, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance, diagnostic, and/or training purposes. By accessing or using the Service, You consent to such recording, monitoring and usage. You are also responsible for informing anyone with whom You interact or otherwise communicate via the Service that information uploaded to or in any way passing through the Service, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance, diagnostic, and/or training purposes.

15.2 If conferences are applicable to the Service You are subscribing to, You acknowledge that the laws of certain states, provinces or countries may require that if a conference is to be recorded, all participants in the conference must be informed of that prior to conference commencement. You acknowledge and agree that You shall be solely responsible for this announcement and that any such recording will be conducted in accordance with applicable laws if You intend to record such conference or You have any participant who has requested that the conference be recorded. Zang shall have no liability to You or any participant in Your recorded conference if such announcement is not made or You fail to comply with applicable laws.

16. EXCLUSION AND DISCLAIMER OF WARRANTIES

16.1 TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ZANG PROVIDES THE ZANG OFFICE SERVICE, INCLUDING WITHOUT LIMITATION THE ZANG OFFICE SOFTWARE, WEBSITES, SERVERS, CONTENT, SUBSCRIPTIONS, AND ACCOUNTS, ON AN “AS IS” AND “AS AVAILABLE” BASIS. CUSTOMER’S USE OF THE ZANG OFFICE SERVICE IS AT ITS OWN RISK. WITH THE EXCEPTION OF THE PHONE WARRANTY SET FORTH IN SECTION 5 OF ATTACHMENT 1 TO THIS AGREEMENT, WHICH IS LIMITED AS SET FORTH THEREIN AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER ZANG NOR ITS, AFFILIATES LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND WITH REGARD TO THE SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. ZANG DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SERVICES OR THAT THE SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ZANG DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

16.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ZANG, NOR ITS LICENSORS, AFFILIATES, OR SUPPLIERS REPRESENT OR WARRANT THAT A) THE ZANG OFFICE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR PROVIDE ANY SPECIFIC RESULTS, B) CUSTOMER’S USE OF THE ZANG OFFICE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS OR ERROR FREE, C) INFORMATION OR CONTENT PROVIDED TO CUSTOMER THROUGH THE USE OF THE ZANG OFFICE SERVICE WILL BE ACCURATE OR RELIABLE, D) DEFECTS IN THE ZANG OFFICE SERVICE WILL BE CORRECTED, OR E) THE ZANG OFFICE SERVICE WILL HAVE ANY PARTICULAR UP-TIME, QUALITY OF SERVICE, OR QUALITY OF VOICE OR FAX COMMUNICATIONS.

WITHOUT LIMITING THE GENERALITY OF SECTION 16.1 ABOVE AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER ZANG, NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS SHALL HAVE ANY RESPONSIBILITY TO CUSTOMER FOR DAMAGE RESULTING FROM THE USE OF THE ZANG OFFICE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOADING, OTHERWISE ACCESSING, OR USING ANY CONTENT, MATERIAL, OR DATA THROUGH THE ZANG OFFICE SERVICE. DOWNLOADING, OTHERWISE ACCESSING, AND USING SUCH CONTENT, MATERIAL, OR DATA IS AT CUSTOMER’S OWN RISK.

16.3 ZANG DOES NOT HAVE ANY RESPONSIBILITY FOR RETAINING ANY USER INFORMATION OR CONTENT OR COMMUNICATIONS BETWEEN USERS.

16.4 ZANG’S WARRANTY FOR PHONES IS SET FORTH IN **SECTION 5 OF ATTACHMENT 1** TO THIS AGREEMENT AND IS LIMITED AS SET FORTH THEREIN.

17. CONFIDENTIAL INFORMATION

17.1 “**Confidential Information**” means Zang’s business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of Customer; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by Customer prior to its receipt and was not received from a third party in breach of that third party’s confidentiality obligations; (iv) was independently developed by Customer without use of Zang’s Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided Customer provides prompt written notification to Zang of the pending disclosure so Zang may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, Customer will provide reasonable assistance to Zang should Zang attempt to obtain a protective order.

17.2 Customer will protect such Confidential Information received from Zang with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Customer will not use

or disclose Zang's Confidential Information except as permitted in this Section or for the purpose of performing obligations under the Agreement. Customer's confidentiality obligations will survive the termination of the Agreement. Upon termination of the Agreement, Customer will cease all use of Zang's Confidential Information and will promptly return, or at Zang's request destroy, all Confidential Information, including any copies, in tangible form in Customer's possession or under its control, including Confidential Information stored on any medium. Upon request, Customer will certify in writing its compliance with this Section.

18. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ZANG'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF INDEMNIFICATION, WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY OR BREACHES OF ZANG'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS.

19. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Zang, 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 attorneys' fees and cost of suit) arising from or related to Customer's use of the Service, violation of this Agreement (including but not limited to fraudulent or illegal use of the Service), any negligent acts or omissions or willful misconduct of Customer, or infringement or violation of any intellectual property or other right of any person or entity in connection with this Agreement.

20. TERMINATION

20.1 Termination for Cause. Zang may terminate this Agreement and the Zang Office Service without notice immediately upon Customer's failure to comply with any provision of this Agreement. Upon such termination, Zang will charge Customer a prorated amount of the Zang Office Services charges based upon the effective date of termination.

20.2 Termination for Convenience. Either party may terminate this Agreement and the Zang Office Service for convenience upon thirty (30) days' prior written notice to the other (with the exception of during the Free Trial Period, when Customer's written notice of termination will be effective immediately upon Zang's receipt of Customer's notice). In the event of Customer's termination for convenience, Zang will charge Customer a prorated amount of the Services charges based upon the effective date of termination, and Customer will be required to pay in-full all obligations for the remainder of the Service term. By way of example, if Customer terminates a monthly Service order for convenience effective any time during the month, Customer shall pay Zang the subscription fees for that month. For any pre-pay contracts, any cancellation that occurs before the subscription term ends will not be entitled to a refund.

20.3 Effect of Termination/ Expiration of Subscription. In the event of termination of this Agreement for any reason or the expiration of Customer's Zang Office subscription, Customer shall immediately cease use of the Zang Office Service and permanently destroy all copies of the software portion thereof within Customer's possession or control. All software licenses granted in conjunction with, and all subscriptions to, the Zang Office Service shall terminate immediately

upon the termination of this Agreement. Upon termination Zang may deactivate or delete Customer's account and all related information and files therein and/ or bar any further access thereto, and Customer shall have no further access to any Customer-assigned DID/telephone number (unless Port-Out of such phone number was completed prior to termination of this Agreement). The provisions concerning confidentiality, license grant and restrictions, IP ownership, warranty disclaimers, limitation of liability, and indemnity (as well as any other terms which, by their nature, are intended to survive termination) of this Agreement will survive the expiration of Customer's Zang Office subscription and any termination of this Agreement.

20.4 Downtime and Service Suspensions. In addition to Our right to terminate or suspend Services to You as described in this Section 20, You acknowledge that: (i) Your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, hacking, system failures or other interruptions; and (ii) We shall also be entitled, without incurring any liability to You, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit Us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that We determine, in Our sole discretion, may create a risk to the applicable Service, to You or to any of Our other customers if the Service were not suspended; or (c) in the event that We determine that it is necessary or prudent to do so for legal or regulatory reasons ((a)-(c) collectively, "**Service Suspensions**"). Without limitation to Section 18, We shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent We are able, We will endeavor to provide You notice of any Service Suspension in accordance with the notice provisions set forth in Section 22.5 below and to post updates regarding resumption of Services following any such suspension, but shall have no liability for the manner in which We may do so or if We fail to do so.

21. GOVERNING LAW, DISPUTE RESOLUTION

21.1 Choice of Law. This Agreement and any dispute, claim or controversy arising out of or relating to this Agreement ("**Dispute**"), including without limitation those relating to the formation, interpretation, breach or termination of this Agreement, will be governed by California State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.

21.2 Dispute Resolution. Any Dispute will be resolved in accordance with the provisions of this Section. The disputing party shall give the other party written notice of the Dispute in accordance with the notice provision of this Agreement. The parties will attempt in good faith to resolve each controversy or claim within thirty (30) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority.

21.3 Choice of Forum for Disputes. If a Dispute by one party against the other cannot be settled under the procedures and within the timeframe set forth in Section 21.2, then either party may bring an action or proceeding solely in either the federal court in the Northern District of California or in state court in Santa Clara County California. Except as otherwise stated in this Section each party consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings arising out of or relating to this Agreement. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY DISPUTE BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE SERVICES.

21.4 Injunctive Relief. Nothing in this Agreement will be construed to preclude either party from seeking provisional remedies, including, but not limited to, temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, at any time and no bond or security of any kind will be required with respect to any such injunction or order.

21.5 Limitations on Actions. If You have any Disputes, You must bring them in accordance with this paragraph within two years after the cause of action arises. For the avoidance of doubt, this time limit does not trump the 30 day grace period in Section 5.2.

21.6 Disputes with Other Users. You are solely responsible for Your interactions with any other user of the Service. Zang will have no liability with respect to Your interactions with other users of the Service or disputes that may arise between You and such users. Zang reserves the right, but has no obligation, to become involved with disputes between You and any other user of the Service.

22. MISCELLANEOUS

22.1 Compliance with Laws. You shall observe all applicable laws and regulations when accessing and/or using the Zang Office Service and any work product or content of the Service, including, without limitation, any export and import laws and/or regulations.

22.2 International Trade Compliance. You shall not import/export, re-export and/or transfer any work product or content of the Services when accessing and or using Zang Services in violation of the import/export control laws and regulations of the United States, Canada, Wassenaar Arrangement Member States, World Trade, World Customs Organizations and local laws. In that regard, You represent and warrant that: (a) You shall obtain any export, re-export, or import authorizations as required; (b) You shall not use Services, content, or work product from Zang's Services to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) neither You nor anyone acting on Your behalf who accesses or uses the Services, content or work product from Zang's Services are (i) subject to total and/or partial country embargos, or (ii) a foreign person or entity blocked or denied by the United States, Canada, Wassenaar Arrangement Member States, World Trade, World Customs organizations or local laws.

22.3 Assignment & Subcontractors. Zang may assign the Agreement and any order under the Agreement to any of its affiliated entities or to any entity to which Zang may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Zang may subcontract any or all of its obligations under the Agreement, but will retain responsibility for the work.

22.4 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials, transportation or hosting facilities ("Force Majeure").

22.5 Notices. Any notice required or permitted under this Agreement shall be delivered a) with respect to notices **delivered** by Customer, for notices of Customer's termination of the Zang Office Service, by sending an email to customerservice@zang.io and for notices other than termination, by sending an email to customersevice@zang.io or by calling +1-844-864-9264 and b) with respect to notices delivered by Zang, to the email address Customer has provided to Zang, by posting the notice on <https://www.zang.io/> (or such successor site as designated by Zang), or by posting the notice in the Zang Office Service. Notices given by Customer will be effective when received by Zang. Notices given by Zang will be effective when sent or posted.

22.6 Entire Agreement. The Agreement, including Attachment 1 below, constitutes the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.

22.7 High Risk Activities. The Service is not fault-tolerant and is not designed, manufactured, or intended for any use in any environment that requires fail-safe performance in which the failure of the Service could lead to death, personal injury, or significant property damage ("**High Risk Activities**"). You assume the risk for use of the Service in any High Risk Activities.

22.8 Agreement in English. The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux

présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise. To the extent that the *Civil code of Québec* is found to govern any part of this Agreement, the Customer hereby waives its rights pursuant to articles 2125, 2126 and 2129 of the *Civil code of Québec*, and acknowledges that its sole rights and recourses with respect to termination of the Agreement are those set forth in Sections 1.5 and 20 of the Agreement or as otherwise provided in the applicable Zang Office Service Description.

**ATTACHMENT 1 – ADDITIONAL TERMS APPLICABLE TO THE PURCHASE
OF ZANG OFFICE COMPATIBLE PHONES**

1. ORDERS. Customer will order the required Zang Office compatible phones and any related equipment (“Phones”) online at <https://store.zang.io/> (or such successor site as designated by Zang), Zang may make changes to Phones or modify the drawings and specifications relating to Phones, or substitute Phones of later design, provided that the changes do not adversely and materially impact Phone form, fit or function.

2. DELIVERY AND INSTALLATION. Customer agrees that for Software that Zang delivers electronically to its customers, the instructions posted on Zang's website for downloading and installation of the Software may be provided in English only. Customer must install the Phones in accordance with Zang's installation instructions available at <http://store.zang.io/> (or such successor site as designated by Zang).

3. RISK OF LOSS/TITLE. Risk of loss and title to the Phone hardware will pass to Customer when Zang delivers the Phones to the carrier for shipment. Title to Software provided under the Agreement will remain solely with Zang and its licensors.

4. CHARGES. Zang will charge Customer for the Phones as set forth in **Section 5.2, Charges**, of the main body of this Agreement.

5. WARRANTY AND LIMITATIONS

5.1 Warranty. Zang warrants to Customer that during the applicable warranty period, the Phones will conform to and operate in accordance with the applicable Documentation in all material respects.

5.2 Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for Phones are as follows: (i) hardware: 12 months, beginning on the In-Service Date for Zang-installed hardware and on the Delivery Date for all other hardware; and/or (ii) Software and Software media: 90 days, beginning on the In-Service Date for Zang-installed Software and on the Delivery Date for all other Software.

5.3 Remedies. If a Phone is not in conformance with the warranty above and Zang receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Phone failed to be in conformance, Zang at its option will: (i) repair or replace the Phone to achieve conformance and return the Phone to Customer; or (ii) refund to Customer the applicable fees upon return of the non-conforming Phone to Zang. For Software warranty claims, Zang provides access to available Software corrective content and Phone support knowledge base on a self-service basis. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Zang will become Zang's property. Replacement Phones are warranted as above for the remainder of the original applicable Phone warranty period. **THESE REMEDIES WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST ZANG OR ITS AFFILIATES WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.**

5.4 Warranty Procedures. Phones subject to a warranty claim must be returned to Zang in accordance with Zang's instructions accompanied by evidence that the Phones remain under warranty (i.e. a valid invoice, and in some cases this may also require Phone registration with Zang). Customer shall place warranty requests via submitting an e-mail to the “Support” section of www.zang.io/support (or such successor site as designated by Zang) or calling the Zang Office support line at +1-844-864-9264.

5.5 Costs. If a Phone is returned within the applicable warranty period subject to a valid warranty claim, Zang will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Phone. If Zang determines that the Phone was operating in conformance with its applicable warranty, Zang may charge Customer for error identification or correction efforts, repair, replacement and shipment costs at Zang's then current rates.

5.6 Exclusions and Disclaimers. The above-referenced warranty does not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of Phones in violation of the license granted under the main body of this Agreement or in a manner inconsistent with the Documentation; (ii) normal wear due to Phone use, including but not limited to Phone cosmetics and display scratches; (iii) use of non-Zang furnished equipment, software, or facilities with Phones (except to the extent provided in the Documentation); (iv) Customer's failure to follow Zang's installation, operation or maintenance instructions; (v) Customer's failure to permit Zang timely access, remote or otherwise, to Phones; or (vi) failure to implement all new updates to software provided under the Agreement. Warranties do not extend to Phones that have been serviced or modified other than by Zang or a third party specifically authorized by Zang to provide the service or modification. In the event Customer purchases any Third Party Products from Zang, Zang provides Third Party Products on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, unless Zang specifies otherwise. However, such Third Party Products may carry their own warranties and Zang shall pass through to Customer any such warranties to the extent authorized. Exercise of such warranty shall be directly between Customer and the third party provider. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER ZANG, NOR ITS LICENSORS, SUPPLIERS, OR AFFILIATES MAKES ANY EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS WITH REGARD TO THE PHONES. ZANG DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PHONES OR THAT THE PHONES WILL PREVENT TOLL FRAUD. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ZANG AND ITS AFFILIATES DISCLAIM ALL IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS RELATED TO THE PHONES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY REFERENCED HEREIN WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES RELATED TO THE PHONES.

6. Definitions

6.1 "Channel Partner" means a company authorized by Zang or its Affiliates to purchase or license products or services and to resell them as so authorized.

6.2 "Documentation" means information published by Zang or its Affiliates in varying mediums which may include product information, operating instructions and performance specifications that Zang or its Affiliates generally makes available to users of its products. Documentation does not include marketing materials.

6.3 "Delivery Date" means the date on which Zang or the Channel Partner, as the case may be, delivers the Phones to Customers, or in the case of Software features that are enabled by license files, Software activations or any other electronic means, "Delivery Date" means the date when the Phones or Phone features are enabled in Zang's or its Affiliates license management systems.

6.4 "Documentation" means information published by Zang or its Affiliates in varying mediums which may include product information, operating instructions and performance specifications that Zang or its Affiliates generally makes available to users of its products. Documentation does not include marketing materials.

6.5 "In-Service Date" means the date of notification to Customer that the Phones are installed in good working order in accordance with applicable Documentation.

6.6 "Third Party Products" means any products made by a party other than Zang or its Affiliates, and may include, without limitation, products ordered by Customer from third parties. However, components of Zang or its Affiliates-branded products are not Third Party Products if they are both: (i) embedded in Zang or its Affiliates-branded products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Zang's price list, quotes, order specifications forms or Documentation.

- END OF ZANG OFFICE TERMS OF SERVICE -

