Net Voice Now Master Services Agreement

TERMS OF SERVICES

GENERAL AGREEMENT TERMS AND CONDITIONS

This Master Services Agreement (the "Agreement") sets forth the terms and conditions under which Net Voice Now, LLC ("NVN") will provide services ("Services"), as defined below, to the Client ("Client"). NVN and Client may be referred to in this Agreement individually as a "party" and collectively as "parties."

This Agreement consists of the following: the Service Order and any Attachment thereto ("Attachments") signed by Client, these general terms and conditions set forth herein and any terms of services posted on our website ("Terms of Service"). In the event of any conflict between any of the terms of the Agreement, the following order will apply: (1) Service Orders, (2) the Attachments thereto, (3) the Terms of Service.

1. **Term**. This Agreement shall commence on the date of the Service Order and shall remain effective for the Term set out on the Service Order ("Initial Term"). At the end of this Initial Term, the Agreement shall renew for the same term as the Initial Term (each, a "Renewal Term") unless terminated by either party in writing at least sixty (60) days prior to the expiration of the then current term in effect.

2. **Description of Managed Services.** NVN shall provide or manage for Client the Services set forth in the Service Order. Additional services set forth in the Service Order and/or Attachment may include the following:

    a. Information Technology Managed Services: These services include data network management relating to and influencing the customer's phone communications system. Specifically, NVN will resolve those issues related to Internet, routers, switches, fax, fax bridge or the integration of all these services to the Customer when included in the NVN Service Order. The NVN charges for managed service fees may increase up to 5% of the total master invoice amount on an annual basis**.**

    b. Support: When there is a phone or network related issue, NVN shall provide commercially reasonable support over the telephone in order to coordinate efforts to resolve, to the best of its ability, such issues. The managed service fees set forth in a Service Order ~~a~~re for support via the telephone only. If the Customer requests an NVN technician to be dispatched to the customer site, the billing rate for this technical service is $175 per hour plus a trip charge of $60. This technical service call fee is adjustable by email notice to the Customer. Additionally, NVN may provide consolidated billing services for multiple vendors including but not limited to Comcast, Tel-IT Technology Solutions, The Telephone Company, Illinois Telephone Corporation, Crexendo, and Nextiva, Inc.

1. Client agrees and acknowledges that certain Services may be provided by NVN's underlying services providers, which will be clearly identified in the Service Order, and such Services may be subject to the underlying provider's contractual terms and set forth on such providers customer agreement and subject to the Terms of Services of the underlying service providers. If any associated underlying Service included in the Service Order is continued in anyway, this NVN Master Services Agreement will be automatically renewed for either the same period, or the original NVN term whichever is longer. Similarly, if any of the services listed in the Service Order are replaced by another underlying service provider, there will automatically be a $38 per month per service NVN Managed Services fee applied to those services.

For any Services set forth in the Service Order for which NVN may be required to execute a service agreement with an underlying Services provider, Client hereby appoints NVN as Client's attorney-in-fact for the sole limited purpose of ordering and authorizing such Services agreement on Client's behalf with the underlying provider. Such power shall be irrevocable and is coupled with an interest. Client agrees to indemnify and hold NVN harmless from any claims or causes of action that arise from its execution of such power. If NVN is asked on behalf of Client to subscribe to any software licenses through a click-through end

user agreement, Client agrees to be bound by the terms and conditions of such click-through licenses and will hold NVN harmless and indemnify NVN for any claims related thereto. If NVN requests, Client will enter into any additional End User License Agreement for any of NVN's underlying provider of software utilities or software or cloud-based services.

3. **Client Obligations**. Client agrees to provide NVN all necessary information and access to its premises and network infrastructure and if necessary, in obtaining the following information regarding Client's locations and communications services to be managed by NVN:

    a. Client's communications billing records;
    b. Copies of existing service provider contracts;
    c. Contacts, account numbers, and other site information as needed;
    d. Access information for any applicable online customer portals;
    e. Other information that may be required by NVN from time to time.

4. **Charges and Payment**. Monthly recurring charges for Services will be set forth in a Service Order or Attachment along with any charges for the communications services to be provided, rebilled and managed by NVN. Payment on invoices must be made within 18 days of the invoice date. In the event invoices are not paid in full by the due date, NVN may impose a late payment charge of the lower of two percent (2.0%) per month or the highest legally permissible rate, and this late charge shall be payable upon delivery of NVN's next invoice to Client.

5. **Event of Default**. An "Event of Default" shall occur if: (1) Client fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for two (2) calendar days after the date such payment was due; (2) either Party fails to perform or observe any other term or obligation contained in this Agreement or commits any breach hereof, and any such failure or breach remains uncorrected for thirty (30) calendar days (or any lesser number of days if specified elsewhere in this Agreement) after receipt of a notice from the non-defaulting Party informing the defaulting Party of such failure; (3) a voluntary or involuntary proceeding shall be commenced by or against either Party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; (4) either Party shall make an assignment for the benefit of creditors; or (5) either Party shall generally not be able to pay its debts as they become due.

6. **Remedies**. Upon the happening of any Event of Default, the non-defaulting Party, in addition to any other rights it has at law or equity, may: (1) suspend its performance under this Agreement until such default is remedied but only after providing written notice of such suspension to the defaulting Party; or (2) terminate this Agreement so long as such default remains uncorrected but only after providing written notice of termination to the defaulting Party. If Client is the defaulting Party, NVN may collect the total of all charges specified herein throughout the remainder of the term of this Agreement as a single amount, which shall become due and payable upon written notification to the Client of this election by NVN.

7. **Force Majeure**. Except as provided in sub-Section (a) below, NVN shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to failures associated with the performance of the providers of the communications services to be managed by NVN, acts of God, fire, explosion, vandalism, storm or other similar catastrophes, any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the Parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

8. **Limitation of Liability**. IN NO EVENT SHALL NVN OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CLIENT OR ANY AFFILIATED PERSON OR ENTITY FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS AGREEMENT, EVEN IF CLIENT OR ANY AFFILIATED PERSON OR ENTITY ADVISES NVN OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY

OF SUCH LOSS OR DAMAGE. REMEDIES FOR CLAIMS UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO OUTAGE CREDITS OFFERED BY NET VOICE NOW, LLC IN ITS SOLE DISCRETION.

9. **Indemnification**. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents, successors and assigns (collectively, the "Indemnified Party") from all claims (each, a "Claim") by any third party for damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements arising in connection with the Indemnifying Party's performance of its obligations and duties under this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any such Claim.

10. **Disclaimer of All Warranties**. NVN SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Confidentiality.** The Parties acknowledge that during the Term hereof, a Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") or the Receiving Party may receive in performing its obligations under this Agreement, information which is considered proprietary, confidential and/or competitively-sensitive by the Disclosing Party and agrees to take all reasonable and necessary steps to preserve the confidentiality of all information designated by the Disclosing Party, in writing or orally, as such ("Confidential Information"), whether communicated by the Disclosing Party, or received, in writing, electronically, orally or otherwise. Confidential Information shall not be used, or allowed to be used, by the Receiving Party for any purpose other than to facilitate its performance under this Agreement or disclosed to any third party without the Disclosing Party's prior written consent, unless such disclosure is compelled by law or order of a court or other governmental authority. Confidential Information disclosed to the Receiving Party is and shall remain the property of the Disclosing Party. The Receiving Party shall return all Confidential Information and all copies thereof promptly upon the reasonable written request of the Disclosing Party and upon termination of this Agreement. The obligations set forth in this Section 11shall survive termination of this Agreement. Confidential Information shall not include (i) information which at the time of disclosure was generally available to the public; (ii) information which subsequent to its disclosure is published or otherwise becomes available to the public through any means other than an act or omission of the Receiving Party; (iii) information which was previously known to the Receiving Party free of any obligation to keep it confidential or which is subsequently developed in good faith by the Receiving Party; or (iv) information rightfully acquired in good faith from a third party on a non-confidential basis without breach of an agreement to maintain said information in confidence.

12. **Non-Disclosure and Publicity**. Neither Party shall disclose to any third party the terms and conditions of this Agreement without the prior written consent of the other Party.

13. **Governing Law; Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction.

14. **Notices**. All notices, demands, consents, requests, approvals, Client name and address changes, billing inquiries and requests, or other communication which either Party is required or desires to give or make upon or to the other Party shall be in writing and will be effective when sent, if hand delivered or faxed (with confirmation of receipt); on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation from the service); or on the date received if sent by United States certified or registered mail, return receipt requested. Such Notices will be sent to the addresses set forth in this Agreement on the Service Order, unless either Party changes its address by giving written notice of such changes to the other Party in accordance with this Agreement. Client acknowledges that rate change notices may be delivered by NVN to Client by email and shall be deemed to be delivered when received by Client.

To: service@netvoicenow.com

To **CLIENT**: Management or where invoices are sent.

15. **No Third Party Beneficiaries**. This Agreement is being executed for the sole and exclusive benefit of the Parties hereto and is not for the benefit of any third parties. The execution hereof shall not create any obligations or confer any rights on any person or entity other than the Parties hereto.

16. **Representation of Authority**. The undersigned represents that he/she is authorized to enter into this Agreement and will indemnify NVN from any liability arising from a breach of this representation. The undersigned further represents that the information provided in this Agreement and all Attachments and Service Orders is correct and that he/she has reviewed and understands the terms and conditions thereof and agrees to be bound thereby.

17. **Relationship of Parties**. Neither this Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership, or agency between NVN and Client; the Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party, nor any agent or representative of either Party, shall have, or hold itself out as having; the power or authority to bind or create liability for the other Party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

18. **Successors and Assignment.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns, provided however, that Client shall not assign or transfer Client's rights or obligations under the Agreement without the prior written consent of NVN, and any purported assignment shall be automatically void.

19. **Headings**. Headings contained herein are provided for convenience and reference only. Headings do not affect or limit the interpretation, contents, or terms of this Agreement.

20. **Severability**. In the event any provision of this Agreement other than the provisions associated with the obligation to make payment for Services hereunder, as applied to either Party or to any circumstance, conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion of this Agreement.

21. **Counterparts**. The Parties hereby acknowledge that this Agreement may be executed in two or more counterparts and duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

22. **Entire Agreement**. This Agreement along with any Attachments and Service Orders constitutes the entire Agreement between NVN and Client for the Services, and equipment provided hereunder and supersedes all previous statements, representations and agreements concerning the subject matter hereof, whether written or oral. No statement, representation or warranty made by any agent or representative of NVN regarding the Services, or equipment to be provided hereunder or the rates therefore shall be binding upon NVN unless expressly included herein.

CARRIER SERVICES VENDOR MANAGEMENT AND BILLING SERVICES

2. NVN will order telecommunications products and services ("Carrier Services") from a "Designated Carrier" pursuant to the applicable Designated Carrier agreement that client will enter into with the Designated Carrier.

3. NVN will install its own equipment and coordinate installation of the Carrier Services at each applicable Client location, verify successful completion of such installation, and coordinate cutover to the Carrier Services. This equipment, which shall remain owned by Net Voice Now LLC, includes VoIP phone sets, IP Phone and IT equipment installed during the initial installation period. A listing of those items will be sent to the customer after installation is completed.

4. NVN will communicate regularly with each Designated Carrier and Client's technical team with respect to Carrier Services installation, cutover, operation and related issues.

5. NVN will manage billing for each Carrier Services (e.g., receiving bills from each Designated Carrier, timely paying the Designated Carrier for each such bill, and billing Client only the amounts specified in NVN's Service Order) and billing to Client for each Carrier Services.

6. NVN will monitor each Designated Carrier's performance throughout the term of the applicable Carrier Services agreement and operate and maintain a service ticketing system for Client to report and troubleshoot outages, failures to provide services in accordance with the Carrier Services Service Levels.

7. In the event the Agreement is terminated, NVN will remove all NVN equipment or third-party equipment for Carrier Services from the Client premises within 30 days. In no event may Client disconnect, remove and dispose of the NVN equipment without prior written consent from NVN. Client shall be liable for any loss or damage incurred by NVN arising out of Client's disconnection, removal, storage or disposal of NVN equipment or third party's equipment without the prior written consent of NVN. Client will be liable for any damage to NVN equipment upon return, except for ordinary wear and tear.

CELLULAR RADIO SERVICE TERMS OF SERVICES

1. Net Voice Now, LLC or its underlying provider only provides certain equipment and wireless/cellular sim card service for the cellular radio phone radio transmitter and other equipment and services operated via the transmission of the cellular radio service (the "Cellular Radio Services").

2. Service Availability and Access/Coverage: Net Voice Now, LLC or its underlying provider does not guarantee availability of the wireless network connection from the radio transmitter to receiving equipment.

3. No Monitoring Services Provided: It is expressly understood that the Net Voice Now, LLC is only providing the wireless connection from the elevator phone to a wireless radio transmitter and is not providing the emergency monitoring services that the phone will connect to.

4. Customer is Responsible for any Fraudulent Use: If for any reason the cellular system is accessed fraudulently, the Customer is fully responsible for all charges associated with the fraudulent use of Cellular Radio Service.

5. Underlying Cellular Carrier: Net Voice Now, LLC is not responsible for any failure of the underlying wireless network providing the Cellular Radio Services.

6. Customer MUST update the Monitoring Service Emergency Number: It is Customer's sole responsibility to ensure that the proper emergency monitoring contact information is programmed into any equipment utilizing the Cellular Radio Service. Any cost associated with programming the equipment using the Cellular Radio Service will be the responsibility of the Client.

7. Return of NVN Equipment. In the event the Agreement is terminated, NVN will immediately remove all NVN equipment or third-party equipment from the Client premises. In no event may Client disconnect, remove and dispose of the NVN equipment without prior written consent from NVN. Client shall be liable for any loss or damage incurred by NVN arising out of Client's disconnection, removal, storage or disposal of NVN equipment or third party's equipment without the prior written consent of NVN. Client will be liable for any damage to NVN equipment upon return, except for ordinary wear and tear.