

PRODUCT-SPECIFIC TERMS & CONDITIONS

Addova® Unified Communications Terms and Conditions

In addition to the general terms and conditions contained in the service agreement (the "Agreement") between Addova and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Addova Unified Communications service (the "Service") provided to Customer by Addova. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **Customer Obligations.** The following obligations apply to provision of the Service:
 - (a) In the event that Customer provides its own LAN switches in conjunction with the Addova Voice UCC phones and equipment Customer must provide a fully switched 100 Mb/s Ethernet LAN or better without hubs, with CAT5 wiring or better throughout, and provide LAN ports and 115 v receptacles for all phones and customer premises equipment ("CPE"). Each computer must have a network interface controller ("NIC") card installed, and Customer must supply and install a NIC card if missing. Addova does not support Customer's computers or local area network ("LAN") unless contracted separately via Professional Services Agreement. Further, Addova does not connect computers and/or switches to the CPE nor configure computers to work on a network.
 - (b) The port capacity of the switch must accommodate Customer's LAN, as well as the handsets provided as part of the Service that are to be connected and any other devices running on this LAN segment, including servers, printers, standalone computers, etc.
 - (c) If necessary, Addova will make commercially reasonable efforts to have the CPE installed at a specific location at the site (i.e. the demarc location). However, cross-connect(s) between Addova and Customer's cross-connect block is not included. Any additional inside wiring required at the time of installation will be billable at a rate of \$75 per thirty (30) minute increment(s) with a one (1) hour minimum, plus the cost of materials.
 - (d) If Customer orders a Power over Ethernet ("PoE") switch, configuration of Customer's virtual LAN by Addova will constitute professional services separate from this Schedule and a separate order must be made pursuant to the Agreement. Note that Addova-provided Ethernet switches include PoE.
 - (e) When ordering a switch (es) with Addova UCC, upon Customer request, Addova will provide two (2) VLANs per switch (es) with the following configurations: (i) one (1) VLAN for data (typically VLAN 1), and (ii) one (1) VLAN for voice (VLAN 150). Any other configuration is the responsibility of the Customer or can be provided by Addova via a separate professional services agreement. (Not all switches apply)
2. **Wi-Fi Adapter Requirements.** Customer must have an existing Wi-Fi network with sufficient available bandwidth. Appropriate routing or DHCP/IP addressing must be in place from the wireless network either to the Internet (if Customer is providing access) or to the main voice LAN of the Addova router (if Addova is providing the access pursuant to the Agreement). Customer must have one or more LANs that share a single Internet connection at each location. No more than ten (10) adapters per wireless network are allowed. Customer must provide ADDOVA with its SSID and password. Additionally:
 - (a) Maximum wireless signal rates are derived from IEEE standard 802.11 specifications.
 - (b) Actual data throughput will vary.
 - (c) Network conditions and environmental factors, including volume of network traffic, building materials and constructions, and network overhead, may lower actual data throughput rates and may affect voice quality.
 - (d) Wi-Fi Adapter service is not available in medical facilities, schools or emergency services (such as police, fire or ambulance).
3. **Contact Center Services.** Call recordings made as part of the Contact Center Services are available for a rolling thirty (30) day period. Customer receives the first five (5) hour block of storage free and will be billed monthly at \$10 per GB of capacity used to store call recordings. Call recordings for Extension Call Recording are also available for a rolling thirty (30) day period. Customer will receive the first 1GB of storage for Extension Call recordings free, and will then be billed monthly at \$10 per GB of capacity used to store call recordings. Thirty (30) days after the Service and/or Agreement has terminated, or Customer's subscription for Addova Voice UC Contact Center Services is cancelled, Addova is under no obligation to store Customer's recording data.
4. Sale of Addova Voice UC Services is contingent upon Customer subscribing to Addova's local, regional, long distance services for a minimum quantity of One (1) Seat and subscribing to these services throughout the full service term. In addition to any other remedies available pursuant to the Agreement, ADDOVA reserves the right to charge Customer an additional price per minute for excessive or unreasonable use of ADDOVA's long distances services.

5. **Handsets.** The following applies to handsets provided by Addova as part of the Service:
- (a) **Repair and Replacement Coverage.** Addova-owned handsets that are provided as part of the NERP program and includes repair and replacement coverage for the duration of the Term. Handsets rented by the Customer from Addova include repair and replacement coverage for Term. Addova's obligation to repair or replace defective handsets is conditioned upon: (i) Customer returning the handsets to Addova, and (ii) the handsets not being damaged beyond reasonable wear and tear, or through fault of the Customer.

Customer will not be charged for standard shipping and return shipping for replaced handsets. In the event Customer has returned any handsets prior to the expiration of the Term and Addova provides replacement handsets, Customer shall be responsible for installation. Any dispatch for installation of replacement phones by Addova is subject to additional charges.

Customer acknowledges that Addova may lease the Equipment from, or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request.

6. **Training.** Addova will make the following training available to Customer at the rates outlined below:
- (a) **On-boarding Training for new Addova UC Customers:** Each location of ten (10) or more users will receive on-boarding training delivered free of charge via webinar and audio bridge for Administrators and End Users of the system. Additional training may be purchased per session.
7. **Support.** Customer's Tenant Administrator is provided with sixty (60) days of support via the toll-free support line at no additional charge. After this sixty (60) day support period, any calls into the support line for functions that can be performed by the Tenant Administrator via the Addova voice portal will be billed Pay-Per-Incident thereafter.
8. **Termination.** Upon termination of the Service and/or Agreement, Customer agrees to relinquish any IP addresses or address blocks assigned to Customer by Addova. Any additional fax, toll free, and or HD Meeting services provided in conjunction with the Service will also be terminated.
9. Addova's obligations pursuant to this Schedule exclude provision of consumable supplies, repair or replacement of equipment, failures or malfunctions caused by Customer-provided equipment or by improper installation, operations, or maintenance by other than Addova authorized representatives, relocation or modification by Customer or others not under Addova's control, failure or interruption of Customer-provided broadband communications or electrical power, accident, fire, lightning, snow, ice, snow/ice removal, or other hazards beyond normal range of use, vandalism, trouble calls where no problem is found and the reported problem does not repeat within five (5) calendar days, or failures or malfunctions resulting from exposure of the equipment to conditions beyond its normal operating parameters. Any such failures and malfunctions will be repaired on a commercially reasonable effort basis by the underlying service provider. The fees for such dispatches will be passed through and are payable by Customer.