

VERIZON BUSINESS DIGITAL VOICE

TERMS OF SERVICE

This Agreement is entered into between you ("Customer", "you" and "your") and Verizon Long Distance LLC ("Verizon," "we," "our," and "us") and sets forth the terms and conditions that govern the purchase, provision and use of Verizon Business Digital Voice (BDV), including related services and equipment, as described below (the "Services").

This Agreement becomes binding on you upon your acceptance of the Agreement. Your acceptance of this Agreement is deemed to occur by and upon the earliest date of your order, use, purchase or payment for the Services, your oral or written communication of acceptance, or electronic or on-line acknowledgement. If you do not agree with all the terms of this Agreement, do not use the Services.

The Agreement consists of the terms below, as may be modified from time to time in accordance with the Agreement, and all policies, licenses, and other terms that are incorporated by reference. You should review the current version of this Agreement at verizon.com/terms, as we make changes to this Agreement from time-to-time. The Agreement may also be referred to as the "Terms of Service" or "TOS" for Verizon Business Digital Voice.

NOTICE OF ARBITRATION AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). PLEASE SEE THE "RESOLUTION OF DISPUTES AND ARBITRATION; NO CLASS ACTIONS" SECTION BELOW FOR FURTHER INFORMATION.

1. Service and Definitions

"Service" and "Services" shall mean Verizon Business Digital Voice (BDV) service and any Software, Equipment, features, installation and technical support that you order, purchase or receive from Verizon as part of Verizon's provision of BDV service to you. BDV service is a hosted voice over IP (VoIP) service that together with Verizon-provided customer premises equipment can provide businesses unified VoIP communications with a wide array of business telephony features. BDV service does not include Internet access which must be purchased by Customer as transport for use with BDV service. "Equipment" shall mean customer premises equipment, including analog telephone adapters ("ATA"), voice station devices, and other equipment provided or sold by Verizon specifically for and in connection with BDV service. "Software" shall mean software owned by Verizon or its third-party licensors, providers or suppliers, that Verizon may include or provide to you, at no cost or for a fee, in connection with the provision of the Services. "Customer Administrator" will mean any person that you designate or allow to access a Web-based administrative portal (the "MySite" portal) to configure the telephony features and capabilities for all end users of BDV service. End users may also access a Web portal (the "MyPhone" portal) to manage their individual feature settings. "Bundle Service(s)" shall mean a combination or bundle of BDV service with one or more eligible services as determined and provided by Verizon and/or any of its affiliates, including HSI or FiOS[®] Internet services for business.

2. Service Use, Limitations, and Customer Responsibilities

a. Use of Service. You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk and is subject to all applicable local, state, national and international laws and regulations. You are liable for the use of the Service by others, with or without your permission. You may

not resell, assign or otherwise transfer the Service or Agreement to any other person for any purpose, or relocate or make any change for the use of the Service, without advance written permission from Verizon. You may only use the Service for lawful and general business purposes and may not use the Service in any manner or purposes prohibited by this Agreement, regulation, law or Verizon's Acceptable Use Policy posted at business.verizon.com/tosupdates. You may not use the Service to operate a telemarketing or outbound call center, to broadcast mass faxes or communications, fax blasting, or continuous or extensive call forwarding. You may not use auto-dialers or similar devices to generate robocalls or other unsolicited or marketing calls or use the Service in a manner or extent beyond standard business usage as determined by Verizon.

b. E-911 Limitations. You understand and acknowledge that electric power, a working and technically acceptable Internet connection, and compatible IP-based equipment are required for the Service to function and must be purchased and maintained by you. If any of the required components fail or are not functioning, **you will not be able to receive calls or make calls, including calls to 911.**

- **Electric Service.** A loss of electric service will interrupt BDV Service. Customers are urged to implement a battery backup system for their Internet and BDV Service.
- **Broadband Service.** BDV will be interrupted if the attendant broadband connection is not available.
- **Equipment.** Malfunction or failure of equipment, software or hardware needed for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways) can limit access to E-911.
- **Relocation of Equipment.** Verizon is able to provide access to E-911 only at your registered Service location and if used elsewhere, E-911 will not be available.

You acknowledge these 911 limitations and are solely responsible for maintaining alternative arrangements and/ any back-up power for access to 911. A power failure or service disruption may also require you to reset or reconfigure equipment prior to using the Service. You agree not to move your equipment to a new service location until after you have contacted Verizon to complete a move order of your Service and updated your registered service location as required by Verizon to ensure that 911 dialed calls can be correctly routed to the appropriate emergency response personnel.

You represent and warrant that you will notify all BDV end-users of the interaction and/or limitations of E-911 with BDV Service and re-location of Service as set forth above. You are solely responsible for any third-party claims and liability arising from your failure to so notify your end-users. Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from errors, interruptions, omissions, delays, defects, or failures of 911 services whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.

Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only in the limited circumstances described below. An end-user's ability to access an appropriate PSAP depends on the type, configuration and location of the phone used.

c. Dialing. The Service requires 10-digit dialing and does not include access to or use of directory assistance (411, NPA-555-1212) or operator services. The Service does not allow you to accept collect or third-number-billed calls or make 500, 700, 900, 950, 976, 0, 00, 01, dial-around calls (e.g. 10-10-XXXX) or other calls as designated by Verizon. You are solely responsible for configuring any fax, security, alarm system or other system settings. You may place international calls only if you subscribe to Talk To The World International Plan for Business Digital Voice or otherwise remove the block on international calling. If you remove the block on international calling and do not subscribe to Talk To The World International Plan for Business Digital Voice, you will be charged for international calls as set forth in the Business International Basic Plan for Business Digital Voice. Talk To The World International Plan for

Business Digital Voice and Business International Basic Plan for Business Digital Voice are available at verizon.com/terms and are incorporated herein by reference.

d. Directory Listings. We may include your primary business number, name and address in a Verizon directory and directory assistance without additional charge to you. We may in our discretion also offer you the option to exclude your listing from publication or to purchase additional listings or appearances in the same or different (foreign) directories for a fee. Your directory listing(s) must comply with Verizon standards including but not limited to the requirement that the listed name must be a name that you are legally authorized to use in the conduct of your business. Verizon's liability for any errors or omissions in including or excluding your listing in or from a directory or directory assistance shall be limited to direct damages not to exceed the charges you paid for such listing, if any. In no event shall we be liable for, and Customer indemnifies and holds Verizon harmless for, any claims, expenses, loss of profits or other damages of any type caused or claimed to be caused, directly or indirectly, by any inclusion, errors or omissions of customer's directory listings in any directory or directory assistance.

e. Pick Your Own Area Code. We may, in our sole discretion, offer you the option to select a telephone number that is outside of your traditional local exchange area ("Pick Your Own Area Code ("PYOAC") Number"). Use of a PYOAC number for certain types of calls, such as 311 calls, may not allow you to reach the local organizations that support these types of calls. A white pages directory listing is not available for any PYOAC number on your account.

f. Voicemail. If Voicemail is provided as part of your Service, we will provide you information on establishing and managing individual voice mailboxes.

g. Your Facilities and Premises. Except as otherwise expressly stated herein, you are responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, routers, switches and firewalls), software, premises wiring, power sources, telephone connections and/or communications services necessary for access to and use of BDV Services ("Facilities"). You are responsible for ensuring your Facilities are compatible with Verizon's requirements (including being certified by Verizon for use with BDV) and that they continue to be compatible with subsequent revision levels of Verizon software, firmware and Services. You are authorized and will allow Verizon access to your premises to perform necessary installation, inspection, repair or replacement services and if you are not the owner of the premises to be entered, will supply proof that you are authorized to allow work to be done on such premises.

h. Changes to Customer Account. You agree to promptly notify Verizon whenever your business, personal or billing information changes (including, for example, customer name, address, email address, telephone number, and credit card number and expiration date). You acknowledge and agree that Verizon may contact or provide you information, at its election, by U.S. Mail, email, message on or with your bill, calls or messages to your assigned telephone numbers or online account, or by call or text to your mobile number(s) on file with us.

3. Term and Termination; Changes to Service; Money Back Guarantee; and Equipment Return

a. Term. The term of this Agreement shall commence and be effective upon your acceptance of this Agreement, as provided above, and shall continue until you or we terminate this Agreement as permitted herein. If you subscribe to Service(s) on a month-to-month basis, either you or we may terminate Service upon 30 days prior notice to the other. If you subscribe to a plan with a minimum term commitment (a "Term Plan"), you agree to maintain your Service or Bundled Service for the duration of that Term Plan, including any renewal Terms, if applicable. When you select a Term Plan, the monthly rates, minimum term periods, renewal terms, early termination fee (ETF) and other terms of that plan will also apply and become part of this Agreement. In the event you change Service or Bundled Service plans, your monthly rate and term commitment may change (depending on the plan you select). We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service generally or to your location and in such event, will give you at least thirty (30) days advance notice and any you shall not be required to subscribe for the remainder of a Term Plan, if applicable.

b. Changes to Service. We reserve the right to change the Services (or any part thereof), including but not limited to BDV Service, its features and functionalities, and related Software, Equipment, hardware or services, at any time with or without notice to you. If such a change materially and adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service without further obligation to us. We may also suspend or terminate Service if required in our reasonable judgment to curtail abuse or misuse of our Services.

c. Changes to Bundled Service. If you change or discontinue any other service that was provided to you as part of a Bundled Service, we may in our discretion either terminate your Service or continue to provide Service at the then-current rates, terms and conditions applicable, and you agree to pay any new or higher monthly fee that may apply. If we elect to terminate your Service under this Section 3(c) then we reserve the right to charge any applicable early termination fees and to bill and collect for all unpaid sums due on Equipment provided or sold to you.

d. Money Back Guarantee and Equipment Return

If we provide a money-back guarantee ("MBG") for your Service, it will begin when billing for your Service starts. During any applicable MBG period you may cancel the Service and receive a full refund of all monthly charges paid as well as any one-time charges and Equipment charges paid to Verizon (provided you return all Equipment in good working condition). You may be required to pay for shipping to return the Equipment and you may be required to pay an Equipment restocking fee. An early termination fee will not apply to Service terminated within a MBG period, if one is provided. A MBG, if applicable, will not apply if you change between or renew service plans. You are limited to a maximum of one MBG per Service type per Service address.

4. Prices, Billing and Payment

a. You agree to pay all charges for the Services selected, including but not limited to a) applicable taxes, b) surcharges, c) Federal Universal Service Fund, 911, tax and other fees, d) call usage and international calling charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) early termination fees, j) Equipment restocking fees and shipping fees for Equipment returns; and k) any non-recurring charges. For any Service or Bundled Service, we will give you at least thirty (30) calendar days prior notice of a price increase by a notice on or with your bill, email, or U.S. mail. Your continued use of the Service or Bundled Service after a price change is effective constitutes your acceptance of the price change. If you change your Service, you agree to pay the applicable monthly fee that may apply and if you remove required components of a Bundled Service or otherwise fail to satisfy the conditions for a promotional offer or discount, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, nondiscounted month-to-month service rate and you may be liable for repayment of any discounts previously received. You also agree to pay any additional charges or fees applied to your billing account, including but not limited to late fees, interest and charges due to insufficient credit or insufficient funds and account restoral fees. You acknowledge that you may also incur fees from an Internet service provider (which may be a Verizon affiliate or a third party) when using the Service.

b. You are solely responsible for all charges or fees payable to Verizon and third parties, including all applicable taxes, and you are solely responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions. You are responsible for all charges incurred for all calls placed by or through your Equipment by any person, even if such charges are incurred by fraud or without your knowledge. You are responsible for controlling access to, and the use of your telecommunications Equipment and facilities. We shall have no liability for fraudulent calling made over such Equipment and facilities. Monthly Service and Bundled Service recurring charges may be billed one month in advance. Billing for Service will automatically begin on the date your Services are ready for activation ("Service Ready Date") unless you are notified otherwise by Verizon. We may, at our election, waive any fees or charges. You will begin receiving any discount associated with a Bundled Services plan, if offered and applicable, once all Bundled Services have been provisioned. Verizon or its

agent will bill you directly, or bill your credit or debit card or your local Verizon telephone bill (where available in selected areas only), as you request and as approved by Verizon.

c. IF WE OFFER THE OPTION AND YOU ELECT TO BE BILLED FOR YOUR SERVICE ON YOUR CREDIT OR DEBIT CARD, VERIZON WILL CONTINUE TO BILL THE CARD UNTIL YOU TELL US TO CANCEL SUCH BILLING, AND YOU ALSO AGREE THAT VERIZON MAY RECEIVE UPDATED CARD INFORMATION FROM YOUR CARD ISSUER.

d. If you enroll in Verizon's Paperless Billing program, you agree to view and pay your bill electronically each month and to promptly update your email address with Verizon if it changes. You will no longer receive a paper bill. Instead, each month you will receive an email notifying you that your bill is available online for viewing and payment at verizon.com. You must continue to pay your paper bill until you receive your first email notification that your bill is available online. If your electronic payment is rejected for any reason, Verizon may charge a return-item fee (where permissible), cancel your enrollment in the Paperless Billing program and resume sending you paper bills.

e. Late Fee and Consent Regarding Credit. We will invoice you monthly or on a prepaid basis, as applicable. Payment to Verizon is due upon receipt of invoice and shall be made in U.S. currency. A payment received thirty (30) calendar days or more after the invoice date is considered past due. If your charges are billed by your Verizon local carrier, the Late Fee will be equal to the late payment charge that the local exchange carrier applies. If your charges are not billed by your Verizon local carrier, you agree to pay interest of the greater of 1.5% or \$5.00 for each month or part of a month (or the maximum interest allowed by law, whichever is less). Verizon may assign unpaid delinquent charges to a collection agency for action. In the event Verizon utilizes a collection agency or takes legal action to recover monies due, you agree to reimburse Verizon for all expenses incurred to recover such monies (including attorney's fees). We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to credit reporting agencies which will negatively affect your credit report.

f. We may require that you provide us a refundable deposit as specified at the time of your order and/or we may require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account and any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.

5. Software Provided

a. Verizon may provide to you, at no cost or for a fee, software owned by Verizon or its third-party licensors, providers or suppliers in connection with the Services ("Software"). You may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end-user license agreement from Verizon or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end-user license agreement unless you first agree to the terms and conditions of the end user license agreement.

b. If the Software is not accompanied by an end-user license agreement from Verizon or a third party, you are hereby granted a personal, revocable, non-exclusive, non-transferable license by Verizon or its third-party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades thereto), for the sole purpose of enabling you to use the Service.

c. You agree that the Software is the confidential information of Verizon or its third-party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents and proprietary information owned by

Verizon or its third-party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third-party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade-secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited. We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.

d. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT VERIZON PROVIDES YOU WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, YOU AGREE THAT YOUR SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM OR FOR PERSONAL INJURY OR DATA LOSS, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.

e. Verizon provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, Verizon does not provide technical assistance or support for third-party Software. Technical assistance or support with regard to third-party software provided by the Software supplier is provided in accordance with such third party's policies or other terms. You agree that upon termination of Service, you will remove and discontinue use of all Software.

f. Your license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by Verizon, its third-party licensors, providers or suppliers, or until this Agreement expires or is terminated.

g. Other Third Party Agreements. You agree to comply with the terms of licensing or service that apply to any Service features, Software, or options made available to you by third parties. Violations of such third party provider's terms of service may, in Verizon's sole discretion, result in the termination of your Service. You further agree to indemnify, defend and hold Verizon harmless from and against any claims or liabilities that may result from your use of such third-party services.

h. All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to Service portals and platforms, documentation and support websites (including but not limited to, related software, images, and copy) are owned by Verizon, its affiliates or licensors.

6. NO WARRANTIES

VERIZON DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE SERVICE IS SUBJECT TO INTERRUPTION, DEGRADATION OR FAILURE DUE TO VARIOUS FACTORS, INCLUDING WITHOUT LIMITATION, THE CONDITION AND PERFORMANCE OF YOUR INTERNET CONNECTION, LOSS OF POWER, YOUR EQUIPMENT CONFIGURATION AND CAPABILITIES, AND NETWORK CONDITIONS. IN THE EVENT YOUR SERVICE CAN NOT BE PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO PAY FOR OR RETURN ANY VERIZON-PROVIDED EQUIPMENT).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE TERMS OF WARRANTY PROVIDED FOR OR WITH SPECIFIC EQUIPMENT, VERIZON DOES NOT WARRANT

THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR RATE OR WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR FREE OF INTERFERENCE, DISABLING CODE OR CONDITIONS, OR THE LIKE. ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY.

USE OF VERIZON SERVICE AND TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. VERIZON AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT, SOFTWARE AND SUPPORT, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IF ANY EQUIPMENT THAT CUSTOMER PURCHASES FROM VERIZON AS PART OF THE SERVICE FAILS DURING THE APPLICABLE WARRANTY PERIOD AND VERIZON DETERMINES SUCH EQUIPMENT TO BE DEFECTIVE, VERIZON MAY ELECT TO REPAIR IT OR REPLACE THE EQUIPMENT WITH EQUIPMENT OF SIMILAR CAPABILITIES. IF CUSTOMER DOES NOT RETURN THE DEFECTIVE EQUIPMENT WITHIN 14 DAYS AFTER RECEIPT OF ANY REPLACEMENT EQUIPMENT, CUSTOMER SHALL BE LIABLE FOR PAYMENT OF THE PURCHASE PRICE OF THE REPLACEMENT EQUIPMENT. UNLESS OTHERWISE SPECIFIED IN WRITING BY VERIZON, THE WARRANTY PERIOD FOR ANY EQUIPMENT PURCHASED FROM VERIZON UNDER THIS AGREEMENT SHALL BE ONE YEAR FROM THE DATE OF PURCHASE.

.7. Revisions to Terms of Service

You understand and agree that we may, from time to time, revise the terms and conditions of this Agreement (including any of the policies which may apply to use of the Service and the provisions that govern the way that you and we resolve disputes). The current version of this Agreement shall be available to you on verizon.com/terms ("Terms Web site") under "Business Services." We will provide notice of any material revisions by (i) posting such revisions to the Verizon business website at business.verizon.com/tosupdates, (ii) by sending an email to your primary verizon.net email address or to the contact email address we have on file for you, or (iii) by including notice of the revision with or on your monthly bill. You agree to visit the specified Web pages periodically to be aware of and review any such revisions. Revisions to the Agreement are effective upon posting to the Terms Web site or as otherwise specified in the Agreement or our notice. By continuing to use any of the Service after the date the revision(s) are posted to the Web site, you accept and agree to the revisions and to abide by them. If you do not agree to the revision(s), you must terminate your Service immediately and such termination may be subject to any applicable early termination fees.

8. Indemnification

You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by us, any modification of the Services or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without Verizon's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim. The indemnifying party may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of the indemnified party. THE PARTIES DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.

9. Compliance with Laws

a. General. You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation, this Agreement or our AUP or our other policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or networks of our suppliers or other third parties.

b. No Protected Health Information. You shall not request or cause Verizon to create, receive, maintain, or transmit “protected health information” (as defined in 45 C.F.R. § 160.103) for or on behalf of Customer in connection with the Service or in any manner that would make Verizon a “business associate” (as defined at 45 C.F.R. § 160.103) to Customer.

c. Export Laws. You agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) with or without notice if your use of the Service, in our sole judgment, violates this Agreement or our AUP, or otherwise adversely affects or threatens any Verizon network or service, customer or employee, or if you are determined to be a repeat infringer under our repeat infringement policy set forth in our AUP.

d. Noncompliance. In the event Customer acts or uses the Service in a manner not permitted under this Section, Customer shall (i) be in material breach of this Agreement; (ii) indemnify, defend and hold Verizon harmless against any losses, expenses, costs, liabilities, damages, penalties, investigations or enforcement proceedings (including attorneys’ fees) arising from or relating to Customer’s breach of this Section; (iii) take, at Customer’s expense, prompt action to correct and/or mitigate the effects of Customer’s breach of this Section; and (iv) provide Verizon with reasonable cooperation and support in connection with Verizon’s response to Customer’s breach of this Section. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer’s breach of this Section.

10. Termination for Default

Either party may terminate or cancel this Agreement if the other fails to cure a material breach of the Agreement within thirty (30) calendar days after receiving written notice of the breach. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty (30) calendar days overdue in payments or if, in our reasonable judgment, you violated this Agreement.

11. Resolution of Disputes and Arbitration; No Class Actions

a. You and we agree to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, You and we agree to use the following alternative dispute resolution procedure as our sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. You and we further agree that this Agreement does not permit class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute-resolution organization or body) would otherwise permit it.

b. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute-resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence

of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

c. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy exceeds five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is less), the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in the county where Service is provided to you by Verizon. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

d. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy does not exceed five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which Service is provided (whichever is less), the dispute may be submitted to small claims court in the jurisdiction in which service is provided for resolution in accordance with its rules and procedures.

e. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL VERIZON OR ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY. OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, SECURITY BREACH REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Third Party Beneficiaries. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT including but not limited to Broadsoft, Inc. and its licensors each of whom is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

14. Force Majeure. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.

15. Publicity. Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon or its affiliates, or from which any association with Verizon or its affiliates may be inferred or implied, in any manner without the prior written permission of Verizon.

16. Choice of Law and One Year Claims Limitations Period

Except as otherwise required by law, you and Verizon agree that the substantive laws of the State of Maryland, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11 OF AGREEMENT, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A STATE OR FEDERAL COURT LOCATED IN MARYLAND FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

17. Miscellaneous

a. The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. You may not assign this Agreement without our prior written consent. We may freely assign this Agreement. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us.

b. Any notices or demands or other communications alleging breach or seeking enforcement of the terms of this Agreement or under any statute must be communicated in writing. Unless otherwise specified in this Agreement, notices to us must be made to the attention of the Verizon Legal Department and sent to the address* listed on the next page by First-Class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. Notices to you will be sent either to your billing or email address on file with Verizon or in the manner set forth in other provisions of this Agreement.

c. If any of the terms or conditions in this agreement is duly found to be invalid or unenforceable by a court or government body of competent jurisdiction, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. Verizon's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by Verizon of any rights, remedies or options provided in this Agreement or at law or equity shall not preclude or prejudice Verizon from exercising thereafter the same or any other rights or remedies or options.

Verizon Long Distance LLC
Business Digital Voice
1310 North Courthouse Rd
Arlington, VA 22201

V-15.2 Dated October 21, 2015