

PROCONNECT ADDENDUM

1. SERVICES DESCRIPTION. Fidium's ProConnect Service (the "**Service**") is a virtual IP PBX voice and unified communications application that is delivered over your compatible Ethernet or broadband service. Fidium will provide the Service to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a "**Service Order**"). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order. You are not required to purchase Fidium Ethernet or broadband service to use the Service. However, if you use a third-party Ethernet or broadband service with the Service, Fidium will have no responsibility or liability for outages or Service degradation caused by the third-party service and, without limiting its disclaimer of warranties set forth in the Agreement and elsewhere in this Addendum, makes no representation, warranty or commitment that the Service will properly interoperate with the third-party service. This Service uses Session Initiated Protocol ("**SIP**") for call control signaling to the Public Switched Telephone Network ("**PSTN**"), includes unlimited local calling (based on home NPA-NXX rate center parameters) and unlimited calls between your domestic locations on this Service, and provides business class lines in unique feature packages which include a mix of call-handling features, options for integrated high-definition audio and video, messaging, screen sharing, file sharing, conferencing and Web portal access for call control and feature administration, all delivered over an IP interface.

The Service includes the following elements:

1.1 Managed Devices. As part of this Service, Fidium may provide you with one (1) or more managed devices which may include gateway/access routers, switches or IP phone sets (the "**Managed Device(s)**"). These Managed Devices will be managed by Fidium as part of the Service. You are not authorized to use the Managed Devices for any purpose other than use in conjunction with the Service. Unless otherwise noted on the applicable Service Order, title to all Managed Devices remains with Fidium or the applicable vendor, and all Managed Devices must be returned in the event of termination or non-renewal of the applicable Service Order(s). If you purchase any Managed Device(s) as set forth on a Service Order, Fidium's only obligation as to the Managed Device(s) is to provide maintenance and support as specifically provided in this Addendum. As set forth in the Agreement, Fidium will use commercially-reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's end-user warranty for purchased equipment (including Managed Devices) but otherwise sells all purchased equipment on an "AS-IS" and "AS-AVAILABLE" basis, with a specific disclaimer of any and all other warranties, express or implied.

- a. Installation of the Managed Devices may be performed by Fidium or coordinated through a Fidium-approved vendor as either remote or on-site and may require that you allow access to your premises to Fidium or the approved vendor.
- b. Training on use of Managed Devices is available through the ProConnect Support Center. Additional training through paid training engagements will only be provided if noted on the applicable Service Order.
- c. Maintenance and Support of all Managed Devices are included in the quoted price for Service. However, you are responsible for ensuring the proper care of the Managed Devices in accordance with the equipment care provisions set forth in the Agreement and the terms of this

Addendum, and Fidium's maintenance and support obligations will not extend to issues caused by your failure to care for the Managed Devices as required.

1.2 Seat Packages. The Service is available in variable feature packages provided on a "**Seat**" basis. Each Seat consists of one (1) IP endpoint with the features and functionality associated with the applicable Seat-type and set forth in the Service Order. Fidium reserves the right to change or modify the features associated with a given Seat -type at any time but will not materially reduce your contracted Service functionality during the applicable Service Term.

1.3 Calling Plans. The Service includes unlimited local calling (based on home NPA-NXX rate center parameters) and unlimited calls between your domestic locations. However, you are required to maintain an appropriate calling plan with Fidium to make any other calls. By subscribing to the Service, you agree to have Fidium or its applicable affiliate as your sole carrier choice for all call traffic types and agrees that Fidium or its applicable affiliate may place a "**PIC Freeze**" on your account to prevent unintentional changes to alternate carriers. The Service is not available for use with third-party carrier calling plans.

1.4 Optional Features. In addition to the standard features associated with your Seat-types, Fidium may offer additional Service features. These additional features will only comprise part of the Service if and to the extent set forth on the Service Order and will be provided in all cases subject to the terms of this Addendum, the Service Order, and any of Fidium's Standard Terms (defined below) that may otherwise be applicable to the additional Service features.

2. SERVICE USE RESTRICTIONS AND SERVICE LIMITATIONS.

2.1 Without limiting the generality of the Agreement, you may use the Service only in a manner that fully complies with all applicable laws, the terms and conditions of the Agreement, this Addendum, the Service Order and the applicable Fidium terms at <https://www.fidiumbusiness.com/business-terms-policies> (the "**Standard Terms**"), including, without limitation, Provider Acceptable Use Policy available at the foregoing link (the "**AUP**").

2.2 All voice services are provided subject to the terms of your applicable calling plan, the Standard Terms applicable to voice usage and the AUP, any of which may restrict call volumes or usage as set forth therein. Unlimited local calling, to the extent provided, is provided solely for live dialog between two (2) individuals. Unlimited services may not be used for data transmissions, transmission of broadcasts, transmission of recorded material or other connections which do not consist of substantially-uninterrupted live dialog between individuals. In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue and each line on a conference bridge may incur charges at the then-current rate established by Fidium.

2.3 You are solely responsible for any and all activities that occur under your account, including associated charges, except to the extent caused by Fidium's gross negligence or willful misconduct. You will not transfer your login credentials accessing the Service to any third party. You agree to notify Fidium if you become aware of any prohibited, fraudulent or unauthorized use of the Service, your account, or any Managed Devices or other Equipment or

Software (defined below). You are responsible for implementing generally-accepted security measures to protect all access points. You are responsible for securing all credentials used to access the Service, including credentials used by telephones, softphones, end users or administrators, as well as the media access control (“MAC”) address of telephones used by you. You are also solely responsible for terminating credentials and access for any end users no longer authorized by you to use the Service. In the event Fidium discovers or has reason to believe (i) suspicious or fraudulent calls are being made, (ii) calling patterns or volumes materially are outside of your regular usage patterns, or (iii) other usage is occurring in violation of the Agreement, this Addendum or the Standard Terms, you consent to Fidium taking actions it deems reasonably necessary (including temporary suspension of the affected Service or blocking or limiting access to particular calling numbers or geographic areas) to prevent such usage from taking place.

2.4 In some cases, Fidium may utilize the public Internet in conjunction with the provision and maintenance of the Service and third-party networks (e.g. common carriers terminating calls) outside of its control. In such cases, Fidium makes no representation that the Internet or any such third-party network will adequately secure or protect the privacy of you or any end user's personal information, and Fidium expressly denies any associated liability except as set forth in this Addendum.

3. 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY. You acknowledge that the Service uses Voice over Internet Protocol or “VoIP” to complete calls, including 911 calls, and that you have read and understands the 911 Notice and Acknowledgement (the “**911 Notice**”) attached to this Addendum and describing certain limitations of the Service with respect to 911 calls. As described in this Addendum, the Service utilizes an “**Enhanced 911**” or “**E911**” database to deliver a caller's location information to the applicable 911 answering point, and it is your responsibility to update this location information via the Service's Web portal if the Service is used at or relocated to a location other than the original installation site. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make VoIP 911 calls.

Without limiting any other limitation of liability set forth in the Agreement or the Standard Terms or any additional 911 terms set forth in the Agreement, this Addendum, the attached 911 Notice, the Service Order or otherwise set forth within the Standard Terms, you agree to the following with respect to any access or attempted access to 911 emergency services through the Service:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIDIUM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS (INCLUDING, WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF 911 EMERGENCY SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FIDIUM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS FROM ALL THIRD-PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, YOUR FAILURE TO ADVISE FIDIUM OF THE CORRECT ADDRESSES WHERE IP-ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, YOUR FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR YOUR OR ANY USER'S MOVEMENT OF AN IP-ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE E911 DATABASE DESCRIBED IN THIS ADDENDUM).

4. SERVICE CHARGES. Your charges for the Service are contained in the Service Order. Your purchase of additional Seats or Service features will incur additional charges and may require execution of a new Service Order. This Addendum does not entitle you to any future versions or releases of the Service (including related software) which Fidium may make available during the Service Term unless separately agreed to in writing signed by the parties' duly authorized representatives.

5. LOCATIONS. The Service will be provided to you at the locations set forth in the Service Order. Fidium will populate the E911 database with the service locations where the Service is installed. Due to the nomadic properties of this Service, if you or any of your users utilize the Service at a location other than where installed, it is the sole responsibility of you and/or the user to update the location address using the Web portal provided by Fidium for the Service.

You agree to purchase the Service from Fidium at the rates and quantities set forth in the Service Order for the Service Term set forth in this Addendum. Any other work, services or facilities required will only be provided as mutually agreed to by the parties duly authorized representatives in a signed writing.