MASTER SERVICES AGREEMENT

IMPORTANT: Please read this Master Services Agreement ("**Agreement**") before accessing or using any Company Equipment or Services (as defined herein) provided by Dagobah Systems Inc d/b/a TELCLOUD d/b/a TBC Communications, a Delaware corporation ("**Company**"). This Agreement sets forth the terms and conditions under which you, as an authorized end user and customer ("**you**" or "**Customer**"), may access and use the Company Equipment and/or Services. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY THAT GOVERNS YOUR ACCESS TO AND USE OF THE COMPANY EQUIPMENT AND/OR SERVICES PROVIDED BY COMPANY. BY ORDERING THE COMPANY EQUIPMENT AND/OR SERVICES AND ACCESSING AND/OR USING THE COMPANY EQUIPMENT AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Agreement is made and entered into effective as of the Effective Date between Company and you, as the Customer listed on the signature page attached hereto. You and Company may be referred to in this Agreement individually as a "**Party**" and together as the "**Parties**". For valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. Recitals. This Agreement is entered into with reference to the following recitals of essential facts:

1.1. Company develops, markets, licenses, provides, and installs certain equipment and communications packages, enhancements, and other services, including POTS Replacement Devices, Analog Telephone Adapters, Routers, Batteries, Custom Enclosures, and other equipment offered by the Company from time to time (collectively, the "**Company Equipment**"), cloud software for Internet Protocol Services ("IP Services"), voice over internet service ("**VoIP Service**") with direct inward dialing ("**DID**"), private branch exchange systems ("**PBX**" or "**Private Branch Exchange**"), and cellular data plans (the "**Data Plans**", and together with the IP Services, VoIP Service, PBX, the "**Services**").

1.2. The Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which Company will install and provide Company Equipment and Services to Customer.

2. Access to Website; License: Company will provide Customer with access to Company's website located at https://telcobill.com (the "**Website**") and, subject to Customer's compliance with this Agreement, Company grants to you a limited, non-assignable, non-exclusive, revocable, and non-sublicensable license to access the password protected customer portal on such Website (the "**Customer Portal**"), which provides access to the Company's communication platform as a service ("**Communication Platform**"). Customer shall only provide access to the Customer Portal to the authorized representative(s) of Customer. Customer shall ensure that its authorized representative(s)' use of the Customer Portal is in accordance with all terms of this Agreement. In the Customer Portal, you may submit orders for Services (each, an "**Order**"). You represent that any information you submit when using the Customer Portal is accurate, truthful, and current. You also represent that your use of the Customer Portal, the Company Equipment, and the Services does not violate any applicable law or regulation.

3. Company Policies. You shall use the Customer Portal in accordance with the terms of this Agreement and the Company Website's terms and conditions or policies that may be in effect and existence from time to time, including but not limited to the privacy policy and terms of use, which are available on the Company Website at: https://telcobill.com. You agree to comply with all relevant terms and conditions or policies in respect of your use of the Company Website and the Customer Portal, including but not limited to the privacy policy and terms of use. Notwithstanding anything to the contrary contained herein, Customer shall be responsible for the use of the Website and Customer Portal by its authorized representative(s), including all payment obligations in respect of Orders submitted and all other acts, omissions, and activities of its authorized representative(s). Additionally, to the fullest extent permitted by applicable law, Customer shall indemnify and hold Company harmless from and against any and all claims and expenses resulting from the failure of Customer or its authorized representative(s) to comply with this section.

4. Orders. Orders will be binding on the Customer upon submission by Customer through the Customer Portal. This Agreement creates no obligation on the part of either Party to accept or submit an Order. Notwithstanding anything to the contrary in any Order: (i) all Orders are subject to this Agreement; and (ii) where this Agreement conflicts with the terms and conditions of any Order, this Agreement will govern and determine the rights of the Parties (except if the conflicting term in the Order specifically references this Section 4 and states that such conflicting term will govern and control). Customer may request in writing the modification of Services set forth in an Order by way of the order ticketing system available in the Customer Portal. Company reserves the right to assess an order modification fee for changes that are accepted. In addition, Company may bill Customer for any third-party charges it incurs as a result of such modification to an Order.

5. Company Equipment; Services. Company or its designee shall install and provide the Company Equipment and/or Services, as applicable, to Customer pursuant to an Order, which shall be effective as of the date of installation set forth on the Order, and shall continue thereafter pursuant to this Agreement, unless earlier terminated in accordance with this Agreement. Customer understands and confirms that Company may, at its sole discretion, employ subcontractors without seeking prior consent

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of Customer. Notwithstanding the foregoing, the Company shall at all times be responsible for and liable in respect of the performance of all obligations under this Agreement, whether such obligations are performed by the Company itself, or any subcontractor engaged by the Company.

6. Support Services. As part of the Services rendered, Company shall provide Customer with support services, including end user help; email support; billing inquiries; administrative inquiries; troubleshooting; standard configuration verification; rebooting systems; and Company Equipment/Service defects.

7. Site Survey.

7.1. Virtual Site Survey. Prior to installation of Company Equipment at a Customer Site, Company shall conduct a virtual site survey to confirm the Customer Site's existing POTS lines, verify line counts and line types, identify any site anomalies, and confirm readiness for installation. The virtual site survey is included in the monthly Service fees at no additional charge to Customer.

7.2. On-Site Survey. If Company determines, in its reasonable discretion, that the virtual site survey is not sufficient to confirm the scope of installation at a Customer Site, Company may conduct an on-site survey at such Customer Site at no additional charge to Customer.

7.3. No POTS Lines Found; Trip Fee. Notwithstanding the preceding subsection, if Company conducts an on-site survey at a Customer Site and determines that no POTS lines are present at such Customer Site, Customer shall pay Company a fee of two hundred fifty dollars ($250.00) per on-site survey visit to cover the cost of the visit. Such fee shall be invoiced to Customer and payable in accordance with the payment terms of this Agreement.

8. Company Equipment.

8.1. During the Term, as part of the Services provided hereunder, Company or its designee may install on Customer's premises, leasehold, facilities, or other such Customer property or site (the "**Customer Site**") certain Company Equipment, as described and defined in an Order, for use by Customer pursuant to this Agreement and the applicable Order. Company will deploy and assign particular Company Equipment required for the Services in sets (each an "**Assigned Equipment Set**" or "**AES**") in locations necessary on the Customer Site; each Customer Site may require and contain multiple Assigned Equipment Sets. Customer hereby authorizes Company or its designee to make any preparations such as drilling holes, driving nails, making attachments or performing any other actions necessary for the installation of Company Equipment.

8.2. Customer understands and agrees that the Company Equipment is owned or leased by the Company and provided to Customer only under a license or a subscription basis or as otherwise provided in the Order and shall remain the sole and exclusive property of Company during the Term and following termination of this Agreement. Nothing herein shall be construed as conveying to Customer any right, title, or interest in or to the Company Equipment.

8.3. The Company Equipment shall be used by Customer only at the Customer Site and shall not be removed therefrom. Customer shall use the Company Equipment only in the regular and ordinary course of Customer's business operations and pursuant to this Agreement and any applicable Order. Customer agrees not to damage or misuse Company Equipment and to return it to Company, in the same condition as when installed, reasonable wear and tear excepted. Customer is responsible for any damage to Company Equipment while installed on the Customer Site.

8.4. During the Term, upon the request of Company, Customer shall promptly affix to the Company Equipment in a prominent place, or as otherwise directed by Company, labels, plates, insignia, lettering or other markings supplied by Company indicating Company's ownership of the Company Equipment, and shall keep the same affixed for the entire Term.

8.5. All Company Equipment shall remain personal property (even though said Company Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Company. Where applicable, Customer hereby authorizes Company to cause this Agreement or any statement or other instrument showing the interest of Company in the Company Equipment to be filed or recorded, or refiled or re-recorded, with all governmental agencies considered appropriate by Company, as the case may be. Customer also shall promptly execute and deliver, or cause to be executed and delivered, to Company any statement or instrument requested by Company for the purpose of evidencing Company's interest in

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the Company Equipment, including financing statements and waivers with respect to rights in the Company Equipment from any owners, landlords, or mortgagees of any real estate where the Company Equipment may be located.

8.6. At Customer's cost and expense, Customer shall (a) protect and defend Company's ownership of and title to the Company Equipment from and against all persons or entities claiming against or through Customer; (b) at all times keep the Company Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against Customer; (c) give the Company immediate written notice of any matter described in clause (b); and (d) in the manner provided herein, indemnify Company harmless from and against any loss, cost, or expense (including reasonable attorneys' fees) with respect to any of the foregoing.

8.7. Customer shall take all reasonable measures to ensure proper care and safety of the Company Equipment located on the Customer Site for the purpose of providing the Services hereunder. This includes informing Company immediately of any potential damage or threat to the Company Equipment whether by Customer, its authorized representative(s), its employees or agents, or a third party or any other cause.

8.8. Company or its agents and representatives may enter into the Customer Site upon one (1) business day's prior notice (or, in any emergency, at any time) to (a) inspect the Company Equipment; (b) clean, maintain, or make repairs or alterations or additions to the Company Equipment; or (c) otherwise access the Company Equipment as Company may deem necessary in its sole discretion (but without any obligation to do so, except as expressly provided for herein). Customer shall ensure that any agreement governing the Customer Site allows Company such access as provided herein.

8.9. Company reserves the right to: (a) modify Company's system, network, or configurations; or (b) modify or replace any Company Equipment in its system or network pertinent to providing the Services, provided that such modifications have no material adverse effect on the Company's obligations or performance under this Agreement or an Order. If such modifications will have a material adverse effect, Company shall notify Customer and the Parties shall agree and execute a modified Order.

8.10. Customer hereby acknowledges that certain conditions outside of the Company's control may adversely impact the ability of the Company to perform functions of the Services related to the Company Equipment, including, without limitation, failure or limitation of Customer's hardware or equipment.

9. Term; Termination.

9.1. Order Term; Termination. The term of an Order commences on the date of installation specified in the applicable Order and shall continue for a period of thirty-six (36) months ("**Initial Term**"), and, following the Initial Term, shall **automatically renew** for successive thirty-six (36) month periods (each, a "**Renewal Term**," and together with the Initial Term, an "**Order Term**"), unless notice of termination of an Order is given by Customer to Company in writing no less than sixty (60) days prior to the end of the applicable Initial Term or Renewal Term of an Order. Customer understands and agrees that each Order, including provisions pertaining to same within the Communication Platform, shall be treated as separate from and independent of any other Order. Each Order, including provisions within the Communication Platform, shall be regarded as a separate contract of sale under the terms and conditions of this Agreement. Customer's obligation to pay for any Service in an Order, including provisions within the Communication Platform, is not contingent on the performance of any other Service in any other Order or Communication Platform provision. The renewal, expiration, or termination of any Order shall have no effect on the obligations of the Parties with respect to any other Order(s). Customer understands and expressly acknowledges and agrees that multiple Orders will result in multiple Order Terms, each with varying commencement and renewal dates. For extra clarity, each line of service will be subject to its own thirty-six (36) month term, and renewal(s), as applicable.

9.2. No Early Termination. During an Initial Term or Renewal Term, as applicable, Customer shall not cancel or otherwise defer its rights or obligations under this Agreement or an Order. As provided herein, Customer shall be responsible for payment of the full thirty-six (36) month period for each Order. This obligation shall not be relieved regardless of whether Customer no longer requires the Services prior to the expiration of the applicable Order Term.

9.3. Agreement Term. The term of this Agreement shall commence as of the Effective Date, includes all Order Terms, and shall continue until terminated in accordance with the terms set forth herein (collectively, the "**Term**").

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9.4. Customer Default. Each of the following events shall be deemed to be an "**Event of Default**" by Customer under this Agreement: (a) Customer shall fail to pay any sums payable to Company by Customer under this Agreement or an Order within fifteen (15) days of receipt of any invoice issued by Company; (b) any other breach by Customer of this Agreement or an Order, including any obligations under the privacy policy or terms of use, or Customer's representations and warranties, following written notice to the Customer of such breach and the Customer's failure to cure the breach within thirty (30) days; (c) Company determines that provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by Customer that in Company's judgment threatens the security, integrity, or availability of the Services; (e) Customer shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; (f) a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Customer and shall not be dismissed within thirty (30) days after the filing thereof; (g) Customer shall voluntarily abandon, desert, or vacate the Customer Site; or (h) Customer ceases or threatens to cease to carry on business. Customer agrees to indemnify Company for all loss and damage suffered by Company because of an Event of Default.

9.5. Remedies for Customer Nonpayment. The following escalation measures shall apply for an Event of Default by Customer for nonpayment, in addition to all other rights and remedies available to Company at law or in equity:

a. If Customer fails to pay any sums payable to Company by Customer under this Agreement or an Order within fifteen (15) days of receipt of any invoice issued by Company, an Event of Default by Customer for nonpayment shall have occurred and Customer's account will be considered delinquent (as used herein, a "**delinquency determination**").

b. If Customer fails to pay any sums payable to Company by Customer under this Agreement or an Order within thirty (30) days following a delinquency determination, Company will issue a late notice to Customer by written correspondence and electronic mail, which notice will contain an updated invoice statement including a one and one half percent (1.5%) late fee assessed on the outstanding balance due, instructions regarding payment, and consequences regarding continued delinquency.

c. If Customer fails to pay any sums payable to Company by Customer under this Agreement or an Order within sixty (60) days following a delinquency determination, Customer's access to the Customer Portal shall be suspended, but phone lines will remain active.

d. If Customer fails to pay any sums payable to Company by Customer under this Agreement or an Order within ninety (90) days following a delinquency determination, Customer's Services shall be terminated and all phone lines will be deactivated.

e. If Customer fails to pay any sums payable to Company by Customer under this Agreement or an Order within ninety (90) days following a delinquency determination but before one hundred and twenty (120) days following a delinquency determination, Customer may retain its original phone numbers and reactivate its account; however, a twenty-five dollar ($25.00) reactivation fee will be assessed per line.

f. If Customer fails to pay any sums payable to Company by Customer under this Agreement or an Order within one hundred and twenty (120) days following a delinquency determination, Customer's phone numbers will be released and Customer will no longer have access to these lines. This Agreement and all Orders shall be terminated and Company will initiate collections processes. In addition to any other recoveries Company is entitled to receive, Company shall be entitled to recover from Customer for nonpayment delinquencies all of the costs Company incurs (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by Customer along with all other damages Company incurs as a result.

g. Customer understands and agrees that Customer's account shall accrue interest as described herein until paid in full. Payments not received within thirty (30) days following a delinquency determination will begin to accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

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h. Company is not liable for any damages incurred by Customer resulting from the escalation measures applied herein as a result of an Event of Default by Customer for nonpayment.

9.6. Remedies. Upon any Event of Default by Customer other than for Customer nonpayment, and immediately upon written notice to Customer, Company shall have the option to pursue any one or more of the following remedies in addition to all other rights and remedies available at law or in equity: (a) Company has the right to terminate the Agreement in whole; and (b) Company has the right to only terminate the applicable Order; Orders that are not terminated shall continue in full force and effect under this Agreement. However, Company will use commercially reasonable efforts under the circumstances and at Company's sole discretion to provide Customer with notice and an opportunity to remedy such violation.

9.7. Return of Company Equipment. Upon the expiration or termination of this Agreement, Customer shall allow Company access to retrieve the Company Equipment during normal business hours. The Parties will mutually agree upon the date for Company to remove the Company Equipment; provided that such date must be within thirty (30) days of the expiration or termination of the Term. In addition to all other rights and remedies available to Company at law or in equity, if the Company Equipment is not returned to Company within thirty (30) days, Customer shall be required to pay Company the amount equal to the full replacement value of the Company Equipment, as determined by the Company in its sole discretion. Notwithstanding, if any Event of Default occurs, and Customer is in possession of any Company Equipment as part of the Services provided under this Agreement, whether under a license or a subscription or otherwise, Company shall have, and Customer hereby grants to Company, its heirs, assigns, and representatives, the right to enter the Customer Site to recover the Company Equipment at Customer's expense immediately upon notice to Customer. In any case, Company is not liable for any damages incurred by Customer resulting from Company's removal of the Company Equipment from the Customer Site. For clarity, Customer does not have the right to retain or otherwise purchase the Company Equipment at the end of the Term.

9.8. DISCLAIMER REGARDING SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO CUSTOMER BY REASON OF COMPANY'S TERMINATION OF THIS AGREEMENT OR ANY ORDER, OR THE SUSPENSION OF SERVICES (INCLUDING ANY COMPANY EQUIPMENT) BY COMPANY PURSUANT TO THIS AGREEMENT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, FOR COMPENSATION, REIMBURSEMENT OR DAMAGES OF WHATSOEVER NATURE INCLUDING, WITHOUT LIMITATION, FOR (I) INDIRECT OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROSPECTIVE COMPENSATION OR EARNINGS, (III) GOODWILL OR LOSS THEREOF, (IV) EXPENDITURES, INVESTMENTS, OR ANY TYPE OF COMMITMENT MADE IN CONNECTION WITH THE BUSINESS OF CUSTOMER OR IN RELIANCE ON THE EXISTENCE OF THIS AGREEMENT, OR (V) PERSONAL INJURY, DISABILITY, AND/OR DEATH OR PROPERTY DAMAGE OR LOSS OF ANY KIND TO CUSTOMER OR ANY OTHER THIRD PARTY, BY REASON OF SUSPENSION OR TERMINATION OF SERVICES (INCLUDING ANY COMPANY EQUIPMENT).

10. Billing; Fees.

10.1. Payment Terms. Company will invoice the Customer monthly for all Services rendered, pursuant to Orders submitted by Customer. Customer shall pay all amounts due to Company within fifteen (15) days of receipt of any invoice issued by Company. Each invoice will describe the Services provided during the applicable monthly period and any additional fees pertinent thereto payable by Customer for such Services. All payments by Customer shall be in US dollars unless otherwise agreed upon in writing. Customer shall pay each invoice by the payment method elected in the applicable Order (each, a "Payment Method"), and the fifteen (15) day payment period stated in this Section applies to every Payment Method. If Customer makes no election in an Order, Auto-Pay applies. The Payment Methods are:

(a) Auto-Pay. Customer authorizes Company to charge each invoice, on or after the invoice date and within the fifteen (15) day payment period, to the ACH bank account or credit card that Customer designates through the Customer Portal (the "Payment Account"), under the recurring payment authorization that Customer provides at onboarding. The authorization remains in effect until Customer revokes it by written notice to Company at least five (5) business days before the next charge. Customer shall keep the Payment Account valid and funded, shall promptly update its information, and is responsible for any fees assessed by its financial institution. If a charge is declined or returned, or if Customer revokes the authorization, Customer shall pay the invoice by Manual Pay or another Payment Method approved by Company within the fifteen (15) day payment period, and revocation does not relieve Customer of any payment obligation.

(b) Manual Pay. Customer shall initiate payment of each invoice by wire transfer or customer-initiated ACH transfer so that Company receives cleared funds within the fifteen (15) day payment period. Customer is responsible for its own bank and wire charges. Checks are not a Manual Pay method and are accepted only under Check Prepayment.

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(c) Check Prepayment. Customer may pay by check only if, with Company's written approval, Customer pays in advance not less than twelve (12) consecutive months of the fees due under the applicable Order (the "Prepaid Amount") by the date stated in the Order. Company accepts a check only as a single advance payment covering not less than twelve (12) consecutive months of fees. Company does not accept checks for monthly payments, and will not accept a check for any individual invoice or for any period shorter than twelve (12) months. Company will apply each monthly invoice against the Prepaid Amount and will show the remaining balance on each invoice. When the Prepaid Amount is exhausted, Customer shall pay each subsequent invoice by Auto-Pay or Manual Pay within the fifteen (15) day payment period, unless Customer delivers a further Prepaid Amount approved by Company before the Prepaid Amount is exhausted.

10.2. Disputed Amounts. Customer shall notify Company of any disputed amount due within ten (10) days from when the Customer was notified by Company of such amount, whether by receipt of an Order, invoice, or other notification received by Customer via the Company Communication Platform, Customer Portal, or other channel(s). When providing notice to the Company of a disputed amount, Customer shall reference the relevant Order, invoice, or other notification received by Customer containing the disputed amount and the date of same, give reasons for the objection, and promptly pay all other undisputed amounts pursuant to this Agreement.

10.3. Company Equipment Retrieval Fee. If Customer cancels a deployed Service, in addition to any other applicable payments due hereunder, Customer agrees to pay a two hundred and fifty dollar ($250.00) Company Equipment retrieval fee per Assigned Equipment Set at each location.

10.4. Company Equipment Replacement Fee. Customer agrees to pay a Company Equipment replacement fee of one thousand five hundred dollars ($1,500.00) per Assigned Equipment Set installed at each location if the Company Equipment is damaged in any way that affects its functionality while installed on the Customer Site.

10.5. Auto-renewal Price Increase. Upon the automatic renewal of an Order, Customer understands and agrees that Customer's monthly bill shall increase for the Renewal Term to account for inflation and increased operational costs then in effect. Such price increase shall not exceed five percent (5%). By permitting the Order to renew, Customer consents to such price increase.

10.6. Taxes; Tariffs. All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "**Taxes**"). Customer will pay all Taxes associated with this Agreement and any Additional Services Addendum, excluding any taxes based on Company's net income, property, or employees ("**Customer Tax Obligations**"). Customer represents and warrants that it holds valid resale numbers in all states where Customer is licensed to do business (excluding states not recognizing sales of Services or hardware for resale as sales tax exempt), and Customer shall furnish Company with the appropriate exemption certificate(s). Customer Tax Obligations will be charged by Company to Customer, unless Customer provides to Company such tax exemption certificates for each jurisdiction it operates in. Specifically, and without limitation, all fees are exclusive of any tariffs imposed by any government and in effect at the time an order is either placed or delivered ("Tariffs"). Customer will pay all Tariffs associated with this Agreement ("**Customer Tariff Obligations**"). Customer Tariff Obligations will be charged by Company to Customer. All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, "**Communications Surcharges**"). Customer will pay all Communications Surcharges associated with use of the Services, unless it provides a currently active FCC 499 Filer ID and appropriate tax exemption certificates. However, if Customer elects to utilize Company's Telco Billing Services, Company will be the designated carrier of record and shall be responsible for all tax calculation, collection, and payments.

11. Representations and Warranties. The Parties represent, warrant, and covenant to each other that:

11.1. It has the full right, power, and authority to enter into this Agreement and this Agreement is valid, binding, and enforceable in accordance with its terms.

11.2. It is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement.

11.3. Entering into and performing under this Agreement will not constitute a breach or violation of any other agreement to which it is a party or an infringement of any party's rights.

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11.4. No third party consent is required for it to enter into and perform this Agreement.

11.5. Company is registered with the Federal Communications Commission (FCC) as a telecommunications provider under FCC Form 499 and operates as a Managed Facilities-Based Voice Network (MFVN) provider. As such, Company owns, controls, and manages the underlying network and customer-premises equipment necessary to provide reliable voice services. Company's MFVN service is designed to meet or exceed the performance standards traditionally associated with legacy analog telephone service, including compatibility with fire and security alarm systems, emergency voice communications, and life safety applications. Company hereby certifies that its Services:

a. Are provisioned over a managed, facilities-based IP network;

b. Do not rely on the public internet for transport;

c. Provide consistent, monitored service quality, availability, and uptime;

d. Support real-time two-way voice communications;

e. Are compliant with applicable national and local code requirements, including NFPA 72 and AHJ (Authority Having Jurisdiction) interpretations, where required.

11.6. Customer acknowledges that by entering into this Agreement, Company is being engaged to provide MFVN-classified telecommunications services in accordance with the above representations.

11.7. Customer represents, warrants, and covenants to Company that Customer's and Customer's authorized representative(s)' use of the Customer Portal, Services, and/or Company Equipment shall be in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the terms of this Agreement including the Company's terms of use and the privacy policy.

11.8. Service Warranty. Company warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards, and that the Company Equipment will be free from material defects in materials and workmanship for the duration of the applicable Order Term. Customer's sole and exclusive remedy for breach of this warranty is repair or replacement of the affected Company Equipment, or re-performance of the affected Services, at Company's option.

12. DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO CONDITION OR QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS, CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, AND EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES WITH RESPECT TO THE COMPANY EQUIPMENT, AND/OR THE SERVICES.

13. Confidentiality.

13.1. Confidential Information. "**Confidential Information**" means any information that is treated as proprietary and confidential by a Party, including but not limited to Trade Secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party (as defined below) without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (as defined below); (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. "**Disclosing Party**" means a Party that has disclosed information treated as confidential by such Party. "**Receiving Party**" means a Party that has received information treated as confidential by the other Party.

13.2. Confidentiality Generally. The Receiving Party agrees (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, contractors, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this section; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or an

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Order; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

13.3. Permitted Disclosures. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy, and reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

13.4. Treatment on Termination. Upon termination of this Agreement by either Party for any reason whatsoever, each Party shall forthwith return to the other Party all material constituting or containing Confidential Information of the other Party, in a format that is usable or capable of conversion to a usable format, or provide written confirmation of destruction of such material, and no Party thereafter shall use, appropriate, or reproduce such information or disclose such information to any third party. All costs of converting Confidential Information to a format useable by the recipient shall be borne by the recipient.

14. Intellectual Property.

14.1. As used herein, "**Intellectual Property**" may include Confidential Information and shall mean, collectively, all of a Party's copyrights, including all registered and unregistered copyrights, copyrightable works, and writings and other works of authorship embodied in tangible form, whether now in existence or hereafter created, and owned or controlled by a Party during the Term in any jurisdiction, including any applications relating to any of the foregoing, as applicable, and any renewals of any of the foregoing; Trade Secrets and know-how, including unpatented technical information, designs, knowledge, know-how and data useful or necessary to enable a Party to provide its services and/or produce its products; patents, including any and all patents and patent applications, whether now in existence or hereafter created, and owned or controlled by a Party during the Term in any jurisdiction, including, without limitation, (i) the patents and patent applications (and all patents issuing therefrom) and; (ii) any continuing applications thereof including divisionals, continuations, continuations-in-part, reissued and reexamined patents; and (iii) all corresponding foreign patents or patent applications; and trademarks and trade dress, including all registered and unregistered trademarks, trade dress, service marks, and logotypes, whether now in existence or hereafter created, and owned or controlled by a Party during the Term in any jurisdiction, including any applications relating to any of the foregoing, as applicable, the Services and/or Company Equipment contemplated in this Agreement, and any renewals of any of the foregoing.

14.2. As used herein, "**Trade Secret(s)**" may include Confidential Information and means, as provided in the Uniform Trade Secrets Act, without limitation, information, including a formula, pattern, compilation, program, device, method, figure, or process that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

14.3. Ownership. Notwithstanding anything contained herein to the contrary, each Party shall retain all right, title, and interest in and to each Party's Confidential Information, as defined above, and it's Pre-Existing Intellectual Property. "**Pre-Existing Intellectual Property**" under this subsection shall mean all pre-existing Intellectual Property, information, data, software, tools and other materials developed by or for a Party prior to the commencement of this Agreement. Unless expressly granted in this Agreement, no licenses or rights under either Party's Intellectual Property rights are implied or granted in this Agreement. Each Party shall retain full ownership of all its inventions and Intellectual Property, including Pre-Existing Intellectual Property. For further clarity, Company shall own and retain all Intellectual Property and Pre-Existing Intellectual Property rights, title and interests in and related to the Services and/or the Company Equipment together with all of the goodwill associated therewith, derivative works, and all other rights which Company may have at any time created, adopted, used, registered, or been issued world-wide and any data, in anonymized or aggregated form that does not identify Customer or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, bounce rates, and performance results for the Services. Customer hereby acknowledges that it has no right or interest in the Company's Intellectual Property or Pre-Existing Intellectual Property ("**Company IP**") (except as expressly permitted by this Agreement).

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14.4. Intellectual Property Use. Customer will not (i) cause or permit its business name to include any of the Company IP or its business to be operated in a manner that is substantially associated with any of the Company IP or (ii) acquire or attempt to acquire, for itself or for others, or grant or attempt to grant, any rights in or to any of the Company IP, either through registration or use.

15. Relationship. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Unless otherwise agreed in writing, neither Company nor Customer will have any authority to bind the other in any respect.

16. Indemnification. In addition to any other indemnification requirements in this Agreement, each Party hereby agrees to the fullest extent permitted by law, and except for any act or omission that constitutes gross negligence or intentional misconduct by a Party, to indemnify, defend and hold harmless the other and its affiliates (and each of their officers, directors, agents, employees, members, managers, shareholders, legal representatives, successors and assigns) from and against any and all demands, claims, actions, proceedings, liabilities, losses, damages, judgments, penalties, costs, or expenses (including reasonable attorneys' fees, experts' fees and court costs) ("**Claims**") directly or indirectly arising from, resulting from or relating to (a) any act, work or thing done, permitted or suffered by a Party or any of their respective agents, employees, officers, or independent contractors in respect of the Company Equipment or the Services under this Agreement or related Order, (b) any breach or default in the performance of any obligation to be performed by a Party, (c) any breach of any representation or warranty of a Party, or (d) any violations or alleged violations by a Party of any federal, state or local laws, orders, ordinances or regulations. If any action or proceeding is brought against a Party by reason of any of the foregoing indemnified claims, said Party will provide notice within thirty (30) days to the other Party (the indemnifying party), which shall defend the action or proceeding at its sole cost by legal counsel reasonably satisfactory to the indemnified Party. This section survives any termination or expiration of this Agreement.

16.1. Third Party Indemnification. When Customer, in the ordinary course of business, has the property of others in its custody, or the Services extend to protect property of others, Customer agrees to and shall indemnify, defend, and hold harmless Company, its officers, directors, agents, employees, members, managers, shareholders, legal representatives, successors and assigns for and against all claims brought by parties other than the Parties to this Agreement. This provision shall apply to all Claims regardless of cause, including Company's performance or failure to perform and including defects in product design, installation, maintenance, operation, or non-operation of Company Equipment, whether based upon active or passive negligence, warranty, contribution, indemnification, or strict or product liability on the part of Company, its officers, directors, agents, employees, members, managers, shareholders, legal representatives, successors and assigns, and shall apply to Claims for loss or damage during the installation of the Company Equipment.

17. Insurance. Company is Not Insurer. Except for the insurance Company is required to maintain under Section 17.5 below, it is understood and agreed that Company is not an insurer; that insurance covering Customer's property and the property of others located at the Customer Site shall be obtained by Customer; that the payments provided for herein are based solely on the value of the Company Equipment and Services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on Customer's premises, including the Customer Site; and, except as provided herein, Company makes no representations, warranties, or guarantees of any kind. Customer acknowledges that it is impractical and difficult to fix the actual damages, if any, which may approximately result from Company's negligence or a failure to perform any of the obligations herein, including but not limited to installation, repair service, maintenance, or monitoring, or a failure of the Services or Company Equipment to properly operate with resulting loss to Customer because of, among other things:

17.1. The uncertain amount or value of Customer's property or the property of others kept on the premises that may be lost, stolen, destroyed, damaged, or otherwise affected;

17.2. The uncertainty of the response time of any police or fire department, or others should they be dispatched ;

17.3. The inability to ascertain what portion, if any, of any property loss, or personal injury or death would be proximately caused by Company's failure to perform or the Company Equipment to operate;

17.4. The nature of the Services to be performed by Company.

17.5. Company Insurance. Company shall maintain, at its sole cost and expense, during the Term: (a) commercial general liability insurance with limits of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) in the aggregate; and (b) workers' compensation and employer's liability insurance as required by applicable law. Company shall name Customer as an additional insured under the policy described in clause (a) and shall furnish Customer with a certificate of insurance evidencing such coverage upon request and upon each renewal of the policy.

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Customer understands and hereby agrees that if Company is found liable for loss or damage due from (i) failure of Company to perform any obligations herein including but not limited to installation, repair service, maintenance, or monitoring, (ii) the failure of the Services or Company Equipment in any respect whatsoever, or (iii) Company's active or passive negligence, then Company's liability shall be limited to the total fees paid or payable by Customer to Company under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by the Agreement, or from the negligence, whether active or otherwise, of Company, its agents, servants, assigns, employees, representatives, or subcontractors.

18. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES. COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY CUSTOMER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE SERVICES, THE COMPANY EQUIPMENT, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND WILL BE SEPARATELY ENFORCED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IF COMPANY OR ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, MANAGERS, SHAREHOLDERS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (the "COMPANY PARTIES") ARE FOUND TO BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, ANY SUCH LIABILITY SHALL BE LIMITED, COLLECTIVELY FOR COMPANY AND THE COMPANY PARTIES, TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND THIS LIABILITY SHALL BE EXCLUSIVE EVEN IF DUE TO THE IMPROPER PERFORMANCE OR FAILURE TO PERFORM OF THE COMPANY EQUIPMENT, OR SERVICES, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY AND ALL CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, REAL OR PERSONAL, IN CONNECTION WITH, OR ARISING OUT OF THE COMPANY EQUIPMENT, OR SERVICES CONTEMPLATED BY THIS AGREEMENT, THE ACTIVE OR PASSIVE SOLE, JOINT, OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR ANY COMPANY PARTIES, INCLUDING ACTS, ERRORS OR OMISSIONS THAT OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION SHALL NOT APPLY TO (A) DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS; OR (D) CLAIMS FOR PERSONAL INJURY, DEATH, OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY CAUSED BY A PARTY'S NEGLIGENCE, PROVIDED THAT COMPANY'S LIABILITY UNDER THIS CLAUSE (D) SHALL NOT EXCEED THE LIMITS OF THE INSURANCE COVERAGE REQUIRED UNDER SECTION 17.5.

19. Governing Law; Arbitration. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California, without regard to any applicable choice of law rules, standards, or norms. Any dispute, claim, or controversy arising out of or relating to this Agreement or any Order or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, or to resolve disputes over this Agreement or any Order, shall be settled by arbitration in San Diego, California, before a single arbitrator, selected mutually by the Parties to the arbitration within a forty-five (45) day period following the written demand for arbitration and in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process. Any Party may commence arbitration by promptly sending a written demand for arbitration to the other Party. The demand shall set forth the nature of the matter to be resolved by arbitration. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The Parties shall share equally all initial costs of arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all Parties. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction of it. The arbitrator (if permitted under applicable law) or the court may issue a writ of execution to enforce the arbitrator's decision. By agreeing to transact with Company, Customer consents to jurisdiction in San Diego, California. Notwithstanding anything to the contrary, if either Party desires to seek injunctive or other equitable relief that does not involve the payment of money, then those claims must be brought in a state or federal court located in San Diego County, California, and the Parties hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts and venue in San Diego County, California in any such action for injunctive relief or equitable relief.

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20. Attorneys' Fees. The prevailing party in any litigation, arbitration, bankruptcy, insolvency or other proceeding ("**Proceeding**") relating to the enforcement or interpretation of this Agreement or an Order may recover from the other party all costs, expenses, and reasonable attorneys' fees (including expert witness and other consultants' fees and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post judgment or post award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards will contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

21. Notices. All notices or other communications required or permitted to be given to a Party to this Agreement or an Order (each, a "**Notice**") shall be in writing and shall be deemed given (i) at the time of personal delivery upon the Party to be served; or (ii) forty-eight (48) hours following deposit for expedited delivery with a reputable international carrier (e.g., FedEx); with a copy via email, and in any case postage prepaid and addressed as follows, or to such other addresses as either Party may from time to time designate to the other:

If to TELCLOUD:	Dagobah Systems Inc d/b/a TELCLOUD d/b/a TBC Communications 4907 Morena Blvd, STE 1403, San Diego, California 92117 Email: info@telcloud.com
If to Customer:	At its address provided by Customer in the Customer Portal.

20. General Provisions.

20.1. Amendment. This Agreement may be modified only by mutual agreement of the Parties, provided that before any amendment shall become effective, it shall be reduced to a written instrument signed by the Parties hereto. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing foreign, federal, state, or local law, it shall be deemed amended accordingly. Customer's continued use, sale, distribution, or marketing of the Services or Company Equipment following the effective date of amendment to comply with governing law shall constitute Customer's acceptance of the amended terms.

20.2. Waiver. No Party shall be deemed to have waived compliance by another Party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving Party and no waiver that may be given by a Party will be applicable except in the specific instance for which it is given. The failure of any Party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement by any of the other Parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this Agreement or any of its provisions or the right of such Party thereafter to enforce each provision of this Agreement. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such Party's rights, powers and remedies.

20.3. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement.

20.4. Severability. If any term or provision of this Agreement shall be found invalid, illegal, or unenforceable by an arbitrator or a court of competent jurisdiction, the term or provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Parties shall receive the benefits contemplated herein to the fullest extent permitted by law. If a modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby

20.5. Further Assurances. Each Party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

20.6. Force Majeure. If either Company or Customer is delayed or hindered in, or prevented from, the performance of any act required under this Agreement as a direct or proximate of governmental delays, governmental moratoriums, shortages, strikes, lockouts, inability to procure labor or materials, failure of power, lack of availability of primary utility service, restrictive laws, riots, insurrection, war, acts of terrorism, epidemics, pandemics, quarantine, acts of God, fire, earthquake, severe inclement weather such as snow or ice or other casualty, or other reason of a similar or dissimilar nature beyond the reasonable control of, and not caused or exacerbated by, the Party delayed (each, a "**Force Majeure Event**"), performance of such act shall be

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excused for the limited period of the Force Majeure Event; provided, however, the Party so delayed or prevented from performing shall diligently, and in an expedited manner, proceed to remedy the cause of delay and to resume performance. For the purpose of clarification, nothing in this section shall excuse Customer from the prompt payment of any payments or fees required of Customer under this Agreement based on a Force Majeure Event. Notwithstanding, the Company may terminate this Agreement or any Order without any penalty or liability in any case where such cannot be performed because of a Force Majeure Event. Company assumes no liability for interruption of Services in the case of a Force Majeure Event.

20.7. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Customer's consent.

Without limiting the foregoing, Company is hereby authorized to enter into a financing or other facility (a "**Facility**") under which Company sells and/or pledges to another person (a "**Facility Entity**") Company's rights under this Agreement and/or any Order to any compensation or other fees payable hereunder or thereunder (the "**Facility Amounts**"); it being understood that Customer shall have no right or claim (including, without limitation, any right of offset) to any Facility Amounts so assigned. No consent of any Party is required from Customer before Company may enter into a Facility. Company shall provide Customer with notice of the entry into any Facility, which notice shall specify the Facility Entity and any person or entity (the "**Financing Person**") providing financing to the Facility Entity. Any Facility may only be terminated as to Customer by a joint written direction of Company, the Facility Entity and the Financing Person. To the extent a Facility is in effect and has not been terminated, the Financing Person may direct Customer where to deposit Facility Amounts, subject to compliance with applicable law. No sale or pledge of Facility Amounts shall constitute a default or other violation of this Agreement or any Order. Notwithstanding the existence of any Facility, Company shall remain obligated pursuant to this Agreement and each Order to perform the Services.

20.8. Survival. Any terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after any termination or expiration of this Agreement.

20.9. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

IF YOU HAVE QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT US AT OUR EMAIL ADDRESS: SUPPORT@TELCLOUD.COM

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE COMPANY EQUIPMENT AND/OR SERVICES. BY SIGNING THIS AGREEMENT, CUSTOMER IS AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT.

EFFECTIVE DATE: _____

Customer:

By:

Name:

Title:

Date:

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