



## **ENTERPRISE USER SERVICE AGREEMENT (24 / 7 / 365 Support) Two (2) Hour SLA Response**

### RECITALS:

("Clarity") Shall refer to Clarity Technologies Group, LLC, a New Jersey Limited Liability Company

("Customer") Shall refer to an end user of Clarity Products or Services

WHEREAS, Clarity is in the business of providing specific telephone, products, and other services set forth in Exhibit A and "B" ("Services"); and

WHEREAS, Customer has accepted and will use or is using said the Services provided by Clarity pursuant to the terms and conditions set forth this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1.0 SERVICES OFFERED: Clarity will provide Customer with the Service(s) set forth on an "Order for Services" in accordance with the terms of this Agreement. Clarity services will be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year including all US holidays. Support is provided by Clarity Support Technicians based in the US and in Europe. Overflow support is also based in South Asia and the Middle East.

1.1 SLA RESPONSE TIME: Response time is the amount of time between when the customer opens a ticket and when a Clarity agent first responds (automated responses don't count). Once the response is received from Clarity this lets the customer know Clarity is currently working on the request for support. The Response Time for this SLA when ordered by Customer is **two (2)** hours or less.

2.0 SERVICE DISTINCTIONS AND RESTRICTIONS: Customer acknowledges and understands that the telephone services covered under this agreement are not traditional telephone services. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between said services and the traditional telephone service, including but not limited to different regulatory treatment than the traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

2.1 EMERGENCY SERVICES - 911 / E911 DIALING: In accordance with US FCC regulations for Interconnected Voice over IP service providers, Clarity provides access to



emergency services via 911/E911 dialing to all its customers based in the United States of America. Customer understands and acknowledges that Clarity does not provide access to emergency services outside of the USA and Canada. There are important differences to the 911/E911 service provided by Clarity as compared to that provided by traditional wire-line service providers. Description and acknowledgement of this service is provided in Exhibit C.

As part of setting up your account, the Customer is responsible for providing physical address information for each emergency location. Each location must have a US Direct Inward Dial (DID) number to enable the routing of emergency services this information must be provided for 911 emergency calls to be delivered to a local public service office. If the Customer fails to configure the 911 information, 911 emergency calls will be routed to a national center. 911 emergency calls that are routed to the national center because the Customer failed to provide address information will be subject to a per call surcharge.

**2.2 ELECTRICAL POWER:** Customer acknowledges and understands that the services will not function in the absence of electrical power.

**2.3 INTERNET ACCESS:** Customer acknowledges and understands that the services will not function if there is an interruption of customer's broadband or high-speed internet access service which is provided by third parties with which Clarity has no control or affiliation. Interruption includes service outages due to the Internet Service Provider (ISP) or broadband provider blocking of ports or other acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the service is provided or otherwise inhibit the usage of the service during which E911/911 service may not function. You acknowledge that Clarity is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the service, and any loss of service, including E911/911 service, which may result.

**2.4 USE OF SERVICES BY CUSTOMER OUTSIDE OF THE UNITED STATES:** If Customer connects a device to Clarity's Service from a country other than the United States and uses the Service from a country other than the United States, Customer does so at its own sole risk, including the risk that such activity violates local laws in the country where Customer uses said service. Customer is liable for any and all of its use of the Services or use by any third-party making use of the Services provided to Customer and agrees to indemnify and hold harmless Clarity against any and all liability for any such use.

**2.5 OTHER SERVICE RESTRICTIONS:** Certain usage restrictions may be placed on the Services due to a high risk of fraud, regulatory restrictions and, or difficulties in settlement. These restrictions include but are not limited to calls terminating to or originating from a specific country or geographic area being blocked by third parties.



Restrictions for said Services are described on Clarity's web site, [www.claritytg.info](http://www.claritytg.info), and may change without notice from time to time at Clarity's sole discretion.

**3.0 ACCEPTABLE USE OF SERVICES:** Subject to Clarity's service and maintenance responsibilities set forth in Section 2, Customer agrees to use the Services only for lawful purposes. Customer agrees not to use Clarity Services for transmitting or receiving any communication or material of any kind which in Clarity's reasonable judgment the transmission, receipt or possession of such communication or material (i) would constitute criminal or illegal activities; give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Customer agrees not to attempt to hack, misuse, disrupt or disable or damage the Service in any way and that it will not interfere with or disrupt other users of Services and/or any other service provider who furnishes services to Customer in connection with this Agreement. Customer will not deliberately or intentionally fail to configure, operate or maintain any devices using Clarity's services in accordance with industry standards and best practices, including the limitation of excessive "keep alives," short registration timers, message flooding and other abusive activities. Customer agrees not to engage in the delivery of unwanted or unsolicited communications or SPAM to third parties using Clarity Services or resources. Clarity reserves the right to terminate your service upon 10 days' notice if Clarity, in its reasonable discretion, believes that you have violated the above restrictions to its detriment, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges and taxes, plus a termination fee not to exceed an amount equal to three times the monthly usage fee, all of which shall immediately become due and payable. If Clarity, in its reasonable discretion believes that you have violated the above restrictions, Clarity may forward the objectionable material, as well as your communications with Clarity and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

**4.0 FRAUDULENT ACTIVITY:** Customer is responsible for maintaining the security of their Clarity web account if provided, Clarity Service credentials and Customer equipment connected to the Clarity network. Should the Customer's account and or equipment become compromised, resulting in Clarity Services being used on behalf of the customer whether authorized or unauthorized, the Customer is responsible for any charges or fees associated with such usage. If the Customer believes that their account or equipment has been compromised, the Customer must immediately report the suspicious activity to Clarity. Clarity reserves the right to immediately disable any accounts that appear to have fraudulent activity. At any time, the customer may request that new credentials be issued to the Customer. Should the Customer's account be disabled because of fraudulent activity, prior to Clarity restoring service, the Customer must provide Clarity with sufficient information, acceptable to Clarity in its sole discretion,

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documenting the steps taken to prevent fraudulent activity from occurring and, if applicable, arrange for settlement of any charges incurred as a result of fraudulent activity.

5.0 TERM: Services are offered on an annual basis unless a longer term is agreed to by Customer and Clarity, term begins on the date that Clarity activates the service and ends on the day before the anniversary of the service activation some twelve months later (the "Term"). Subsequent Terms of this Agreement automatically renew on an annual basis without further action by Customer unless written notice of non-renewal is provided at least thirty (30) days before the end of the twelve-month Term in which the notice is given. Notification of nonrenewal must be provided by electronic mail to [accounting@clarityscg.com](mailto:accounting@clarityscg.com).

6.0 CHARGES AND FEES: The charges and fees for Clarity's Services are categorized into six types: (1) Usage, (2) Recurring, (3) Surcharges, (4) One Time and (5) Taxes and Regulatory Fees, (6) Product. Usage charges are assessed to Customer's account as Services are used and are based on usage Rates in effect at the time the Service was delivered. Usage rates may vary depending on a number of factors including but not limited to: (i) the type of Services provided, (ii) the originating and terminating locations where the Services are offered and provided, (iii) the time that the Service is utilized, including but not limited to time of day, day of week, day of month, and (iv) quality of Service. Domestic usage is billed in six second increments and may be subject to a minimum connect charge. International usage rates vary by country and may be billed in different duration increments and subject to a minimum connection charge. Recurring Charges are billed to the Customer periodically. Typically, Recurring Charges are assessed monthly. You are purchasing the Service for full Term, meaning that if you terminate Services prior to the end of the Term, you will be responsible for all contractual charges to the end of the then current Term, including without limitation unbilled Recurring Charges, all of which become immediately due and payable. Surcharges may be assessed on a per call basis when the call is placed. One Time Charges shall be billed as they are incurred. All Charges accrue at the time such Services have been activated by Clarity. Expiration of the Term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Taxes and other Regulatory Fees will vary by tax jurisdiction and be assessed at the end of the billing cycle. All funds, charges, fees and credits will be settled in United States dollars (USD).

7.0 ONLINE BALANCE: Clarity does not offer an online balance website for security purposes. Customer balance may be obtained at any time by email to [accounting@clarityscg.com](mailto:accounting@clarityscg.com). A monthly invoice will be mailed or emailed to Customer by Clarity.

7.1 EVENT OF DEFAULT: The occurrence of one or more of the following events shall be an Event of Default hereunder:



- a. Non-payment by Customer of services and/or goods rendered by Clarity to Customer;
- b. Customer breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, Customer does not cure such breach within fifteen (15) days after receipt of written notice of such breach;
- c. Customer becomes insolvent or admits its inability to pay its debts generally as they become due;
- d. Customer becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;
- e. Customer is dissolved or liquidated or takes any corporate action for such purpose;
- f. Customer makes a general assignment for the benefit of creditors; or
- g. Customer has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Upon an Event of Default, Customer shall be in breach of this Agreement, and Clarity shall no longer be obligated to supply the goods and/or services contemplated in this Agreement at its sole discretion.

8.0 SERVICE CREDITS: Service Credit allowances shall be provided at the reasonable discretion of Clarity upon written request by the Customer to [accounting@clarityscg.com](mailto:accounting@clarityscg.com). If it is determined by Clarity that a credit is warranted, the amount will be credited directly to the Customer's Clarity account balance to be used for future Services. Cash credits will not be issued. If this agreement is terminated, credits shall be applied to any outstanding balance including termination fees, if any. The remaining balance, if any, will be refunded pursuant to Section 11.

9.0 TAXES: Customer is responsible for, and shall pay, any and all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for Services, except for taxes based on Clarity's net income. Such amounts are in addition to payment for the Services and will be assessed to your account as set forth in this Agreement. If the Customer is a recognized charitable or nonprofit organization and is exempt from payment of such taxes, the Customer must provide Clarity with original certificates that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Clarity receives such certificate

10.0 PAYMENT: Customer agrees to pay Clarity the fees owing under this Agreement.



Clarity will invoice Customer on a monthly basis in advance for the Services identified under this Agreement and Customer will pay all amounts due in advance but in no case later than within thirty (30) days of receipt of the applicable invoice. To use Clarity services, Customer will be billed monthly in advance and this shall constitute an advance payment. All consulting and or supplemental billing shall be invoiced at time of service completion and will be billed by Credit Card or ACH and be due and owing on the next monthly billing. Payment may be made by providing a valid credit card number accepted by Clarity or using an ACH bank transfer or an online payment service acceptable to Clarity. Clarity reserves the right to stop accepting credit cards from one or more issuers. Should the account balance remain unpaid for more than thirty (30) days the account may, at the sole discretion of Clarity, be disabled, suspended or terminated. No termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.

10.1 DELINQUENT PAYMENTS: If any undisputed charges or fees for Services are due but unpaid for any reason including, but not limited to, non-payment, declined or reversed Credit Card charges that are not cured within the applicable cure period, Clarity may suspend or terminate Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by Clarity. Customer will be fully liable to Clarity for all reasonable costs incurred by Clarity in collecting accrued charges, including but not limited to collecting reasonable costs and attorney's fees and any charges it receives from the credit card issuer.

11.0 PARAGRAPH DELETED

12.0 BILLING DISPUTES: All billing disputes or requests for adjustments must be made in good faith and received by Clarity by email to [accounting@clarityscg.com](mailto:accounting@clarityscg.com) or US Mail or other acceptable delivery method such as FedEx, UPS, or Lawyers Service, in writing within 45 days of the receipt of the bill covering the disputed event or Customer's right to raise such billing disputes will be deemed waived. All billing disputes must be submitted to the following email address: [accounting@clarityscg.com](mailto:accounting@clarityscg.com). Each billing dispute should contain sufficient information for Clarity to investigate the disputed event, including but not limited to, the time and date of the event, type of service used, origination and termination details, and the nature of the dispute. Clarity will respond to each dispute within 21 days of receipt of properly completed dispute information. If Clarity determines that a disputed event was billed in error, Clarity will issue a credit to reverse the amount that was incorrectly billed. Clarity shall solely and reasonably determine disputed events based on evidence, and Clarity's decision on the disputed event, absent arithmetic errors, shall be final.

13.0 SUSPENSION AND TERMINATION: After the expiration of any minimum service Term agreed to by Clarity and Customer, either party may terminate this Agreement if the



other party does not cure its breach of this Agreement within thirty (30) days of receiving notice of the breach from the non-breaching party. Either party may immediately terminate this Agreement at any time without penalty if the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy or insolvency. Customer may terminate the Services and this Agreement / to be effective at the end of the current Term without cause by providing written notice to Clarity at least thirty (30) days before the end of the Term in which the notice is given. If Customer's Service is terminated for cause, including without limitation violation of this Agreement, or because of any improper or unacceptable use of Services as set forth in Section 3.0, Customer will be responsible for all contractual minimum and monthly charges to the end of the current Term, including without limitation unbilled charges plus a termination fee not to exceed an amount equal to three times the monthly usage fee, all of which shall immediately become due and payable. Accounts that are inactive for a period of sixty (60) days or more will be automatically suspended. Accounts are considered inactive if no Service usage occurs during the last 60 days. Inactive accounts that are suspended will, at the sole discretion of Clarity, be terminated if the Customer fails to request that the account be reactivated and resumes using service within 30 days of the account being suspended. Accounts terminated for inactivity will be assessed a disconnect fee. Accounts that are reactivated by the Customer after being suspended due to inactivity may be subject to a reactivation fee not to exceed an amount equal to three times the monthly usage fee.

**14.0 PROHIBITION ON RESALE:** Services are being provided to Customer as an end user. Customer may not resell or transfer the service to any other person or party for any purpose, without prior written permission from Clarity. Resale of the service without permission will result in the immediate suspension of service to the Customer.

**15.0 COPYRIGHT, TRADEMARKS, and UNAUTHORIZED USAGE OF FIRMWARE OR SOFTWARE:** The Services and any software used to provide the Services or provided to Customer in conjunction with providing the Services, and all Services, information, documents and materials on Clarity's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Clarity are and shall remain the exclusive property of Clarity and nothing in this Agreement shall grant you the right or license to use any of such marks. Customer acknowledges that you have not been granted any license to use the firmware or software used to provide the Services or provided to you in along with providing the Services. If Customer uses an interface device not approved by Clarity with Services, Customer will indemnify and hold harmless Clarity, its officers, directors, employees and affiliates against any liability arising out of such use.

**16.0 BILLING ADDRESSES AND CUSTOMER DETAILS:** Customer is responsible for maintaining their current billing addresses and other Customer information held by Clarity



at [www.clarityscg.com](http://www.clarityscg.com). Changes to Customer's contact information for Legal Notices (See Exhibit D) must be made in writing and submitted to the Clarity contact provided in Exhibit C, Legal Notices.

17.0 PRIVACY: Clarity privacy policies can be found online at [www.claritytg.info](http://www.claritytg.info). Customer acknowledges and understands that Clarity Services utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Information transmitted over the public Internet or third-party networks may not be encrypted. Clarity shall not be liable for any lack of privacy which may be experienced with regard to using the Service. Customer acknowledges and understands that from time to time Clarity employees, subcontractors and agents may view Clarity's data and call information to resolve specific errors discovered with Clarity's Services or third-party service providers.

18.0 SERVICE OUTAGES: Customer acknowledges and understands that the Clarity's Services rely on existing Customer infrastructure (not provided by Clarity) and are dependent on high-speed, quality broadband access to each Customer's location. Service outages may occur that are outside of the control of Clarity. Outages may occur for a variety of reasons including but not limited to power failures, service interruptions by Customer's broadband provider and/or Internet Service Provider, service interruptions by third party service providers and failings of the public internet, Clarity's components or PSTN (Public Switch Telephone Network). Should such an outage occur, Clarity Services may be unavailable in part or entirely until such time that the outage is resolved and access connectivity is restored. Non-Usage charges will continue to be accrued during outage periods until you or Clarity terminates the Service in accordance with this Agreement. Clarity may perform scheduled or emergency maintenance (including temporary suspension of Services as necessary) to maintain or modify its Services. Clarity will provide Customer with due and timely notice of any scheduled maintenance and make best effort to provide the Customer with notice of any emergency such maintenance as is reasonably practicable in the circumstances. In all cases, Clarity will make every attempt to perform said maintenance during off hours to provide minimum interruption to customer's business.

## 19.0 GENERAL CONDITIONS

19.1 Clarity's primary methods of general communication with Customer are via electronic mail ("email") and the Clarity web site at [www.claritytg.info](http://www.claritytg.info). Notices to Customer shall be sent to the email address ("Email Address") specified by Customer at the time of registration for the Services or as subsequently updated by Customer. Customer is responsible for notifying Clarity of any Email Address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-



sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder. Clarity may also post notices as set forth previously and such posting on the Clarity website will also constitute notice to the Customer. Notwithstanding the above, all notices of material breach or termination shall be in writing and sent to Customer in accordance with Exhibit D.

19.2 This Agreement and the rates for Services at [www.claritytg.info](http://www.claritytg.info) constitute the entire agreement between Customer and Clarity and govern Customer's use of the Services, superseding any prior agreements between Customer and Clarity and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

19.3 Clarity may change the rates, terms and conditions of this Agreement from time to time upon at least thirty (30) days prior notice to Customer and Clarity may notify Customer of such changes by email or when the notice is posted on the Clarity website at [www.clarityscg.com](http://www.clarityscg.com). Such changes will become binding on Customer, on the date mailed and or posted to Clarity website and no further notice by Clarity is required.

19.4 All Recitals, Exhibits and Appendices to this Agreement are fully incorporated in this Agreement.

19.5 The failure of either party to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time performance by the other party of any provision herein, shall in no way affect the validity of, or act as a waiver of this Agreement, or any part hereof, or any right of such party thereafter to enforce it.

19.6 If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

19.7 All Section headings and captions used in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions in this Agreement.

19.8 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. All disputes shall be resolved by a court of competent jurisdiction in Morris County, New Jersey.



Each of the parties hereto irrevocably waives all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transaction contemplated herein.

19.9 Each Party acknowledges that its breach of the Agreement may cause irreparable damage and hereby agrees that either Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

19.10 Each Party represents and warrants that the execution of this Agreement and performance of Party's obligations hereunder will not conflict with, result in the breach of any provision of, or the termination of or constitute a default under, any agreement with any other person or entity of which either Party is a party or by which they are bound.

19.11 No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

19.12 Each Party acknowledges that this Agreement was mutually drafted such that there can be no inference against any Party as the drafting party. By executing this agreement or acknowledging it in an adjoining contract, the parties represent that they either sought the advice of, or waived their right to confer with, an attorney. Neither party was coerced into executing this agreement and does so freely and knowingly.

19.13 The individuals who execute this Agreement on behalf of the Parties expressly represent, warrant, represent, covenant, and agree that they are authorized to sign on behalf of those Parties for the purpose of binding them to this Agreement.

## 20.0 LIMITATION OF LIABILITIES AND INDEMNIFICATION

20.1 Customer acknowledges and understands that Clarity's liability is limited for any Service outage, reduction in service level or inability to dial 911/emergency services or to access emergency service personnel, as set forth in this document. Customer agrees to defend, indemnify, and hold harmless Clarity, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees and costs incurred or suffered by Clarity) by, or on behalf of, Customer, an agent of the Customer or any third party or user of Customer's Service, relating to the absence, failure or outage of the Services, including 911 dialing/emergency services and/or inability of Customer or any third person or party or user of Customer's Service to dial 911 or to access emergency service personnel, the loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Services. This



paragraph shall survive termination of this Agreement.

20.2 Neither Party shall be liable for any delay or failure to initiate and provide Services, including the inability to access 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: act or omission of underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; power outage, equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure of Clarity's Services or caused by the loss of power to Customer; outage of Customer's ISP or broadband service provider; act or omission of person using the Service provided to Customer; or any other cause that is beyond a Party's control.

20.3 Except with regard to indemnification obligations, or breach of confidentiality obligations, or acts of gross negligence or willful misconduct, Clarity's aggregate liability for (i) any Service outage or degradation in Services; (ii) any claim with respect to Clarity's performance or nonperformance hereunder or (iii) any failure or mistake, or (iv) any Clarity act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

20.4 Clarity shall defend, indemnify and hold harmless Customer from and against any and all claims, costs, fees, (including reasonable attorneys' fees), damages, liabilities and expenses arising from any third-party claim that the Services, or software, documents and materials provided by or used by Clarity to provide the Services infringes any patent, copyright, trademark, or any other intellectual property right of such third party. Customer will (i) provide Clarity written notice of any such claim; (ii) allow Clarity to control the defense or settlement of any such claim; and (iii) reasonably cooperate with Clarity, at Clarity's expense, in the defense and settlement of such claim.

20.5 In no event shall either party, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services in connection with this agreement or the service be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the service, including inability to be able to dial 911 or to access emergency service personnel through the service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not clarity was informed of the likelihood of any particular type of damages.

20.6 Customer is liable for all liability that may arise out of the content transmitted between Users of Services and between Users of Services and third parties. You shall



assure that Customer's or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Clarity reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if Clarity determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Clarity's ability to provide Services to you or others or receives notice from anyone that Customer's or Users' use or Content may violate any laws or regulations. Clarity's actions or inaction under this Section shall not constitute review or approval of Customer's or Users' use or Content. You will indemnify and hold harmless Clarity against all liability arising from the content transmitted by or to Customer or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service provided to Customer.

**21.0 DISPUTES:** In the event a dispute arises between the parties to this Agreement, the Parties will make reasonable efforts to resolve the dispute. If the dispute is not resolved within thirty (30) days, either party may commence proceedings in accordance with Section 19.8 or both parties may agree upon an alternative dispute resolution process.

**21.1 No warranties on services.** Clarity makes no warranty or guarantee, express or implied, including but not limited to, any implied warranties of merchantability, satisfactory quality, fitness of the service for a particular purpose, title or noninfringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet customer's requirements. Without limiting the foregoing, clarity does not warrant that the service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. In no event shall clarity, its members, officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to customer in connection with this agreement or the services be liable for any unauthorized access to clarity or customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of clarity's or its service provider's or vendors' negligence. Statements and descriptions concerning the service, if any, by clarity or clarity's agents or resellers are informational and are not given as a warranty of any kind.

**22.0 CONFIDENTIALITY.** Neither Party will, without the prior written consent of the other Party, disclose any of the terms of this Agreement; or disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the confidential information of the other party. Each party will use reasonable efforts to protect the other's confidential information and will use at least the same efforts to protect such confidential information as the Party would use to protect its own. A Party may disclose confidential information if required to do so by a governmental agency, by



operation of law, or if necessary, in any proceeding to establish rights or obligations under this Agreement.

WITNESS the due execution of this Agreement as a document under seal as of the date first written above.

CLARITY TECHNOLOGIES GROUP LLC.

## **EXHIBIT A PRODUCTS AND SERVICES**

1.0 PRODUCT AND SERVICES: The following services are made available for use pursuant to the terms covered under this agreement:

- i. Voice over IP (VoIP) Broadband Origination to Public Switch Telephone Network (PSTN) Termination Service.
- ii. Voice over IP (VoIP) IP Broadband Origination to Voice over IP (VoIP) Broadband Termination Service.
- iii. Public Switch Telephone Network (PSTN) Origination to Voice over IP (VoIP) Broadband Termination Service.
- iv. Cloud based PBX hosting
- v. Audio Conferencing Services.
- vi. Bring your own telephony services. (BYOT)
- vii. Support Services

2.0 SERVICE LIMITATIONS AND SPECIAL CONSIDERATIONS: Due to fraud and other factors, some international or premium Public Switch Telephone Network (PSTN) destinations may be blocked. The list of blocked PSTN terminations may be updated from time to time by Clarity at its sole discretion and can change without notice. Customer may obtain a current list of blocked destinations by submitting a request in writing to Clarity.



## **EXHIBIT B**

### **PRICING (Ordered by Client)**

1.0 PRICING: Pricing for this agreement is specified in the Order for ClarityVoice™ VoIP Trunks or in the Support Service Agreement.

2.0 The signed Order for VoIP Service (if same is executed) is EXHIBIT C.

### **911/E911 EMERGENCY SERVICE**

1.0 911/E911 EMERGENCY SERVICE: When you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Some locations where the emergency center is not equipped to receive your telephone number and address have basic 911 and the local emergency operator requests your call back number or your exact location. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. Some locations do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911 your 911 call will be sent to an emergency call center who will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. You authorize us to disclose your name and address to third parties involved with providing 911 dialing to you, including, without limitation, call routers, call centers and local emergency centers.

2.0 911 ACKNOWLEDGEMENT: Customer acknowledges and agrees that Clarity's equipment and services do not support E911/911 emergency dialing or other emergency functions in the same way that the traditional public switched telephone network or wireline 911 services work. The differences are detailed in this section and customer agrees to notify any potential user of the services, who may place calls using customer's services, of the E911/911 limitations described herein. Clarity will provide customer with advisory notices regarding E911/911 emergency dialing and request acknowledgments from customer. Customer agrees to respond and affirmatively acknowledge that Clarity has advised customer of the circumstances under which Clarity E911 service may not be available or may be limited in comparison to traditional E911/911 emergency dialing. Clarity advises customer to maintain an alternative means of accessing traditional 911 services.

3.0 NON-VOICE SYSTEMS: Customer acknowledges that the E911/911 services are not set up to function with "out-dialing" systems including security systems, medical monitoring equipment or "TTY" equipment. Customer has no claim against Clarity for



interruption or disruption of such systems by services.

4.0 E911/911 service is a mandatory component of all Clarity inbound/outbound voice service plans. E911/911 service is not offered on Toll Free numbers, conferencing or similar service accessories or add-on plans. E911/911 service is only available in selected areas. Customers who subscribe to Clarity e911/911 service will be required to register the physical location of their equipment with Clarity by email to [support@clarityscg.com](mailto:support@clarityscg.com) or by calling customer service, and agree to update the location whenever the physical location of service changes. Customer acknowledges that Clarity's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by Clarity will be based upon the physical location provided to Clarity by customer. If the physical location has not been updated, is in error or is not complete, Clarity will attempt to route a 911 call to an emergency call center to complete the call. At the sole discretion of Clarity, a reasonable additional charge may be made for 911 calls terminating at the emergency call center.

5.0 Geographically distributed users. Customer acknowledges and understands that it is the customer's sole responsibility to ensure that E911/911 location and call back number information is entered and maintained for each geographically distributed location or remote end user using Clarity services within customer's account or in accordance with their state regulations.

5.1 Customers required to subscribe to Clarity's E911 service will be subject to a monthly E911 service charge as well as any Federal, State or local surcharges levied for E911. The monthly E911 service fee shall be in addition to the applicable charges for services. The monthly charge for Clarity E911 service is assessed on a per 911 location database entry basis and will be set at a level that reimburses Clarity for the direct costs it incurs in providing E911 service, including expenses Clarity incurs, either directly or indirectly. Clarity reserves the right to adjust the level of charges associated with E911 services to reflect increases or decreases in the costs it incurs.

6.0 Customer also acknowledges that Clarity's E911 service has certain characteristics that make it different from traditional, legacy, public switched telephone network E911/911 service. These characteristics may make Clarity's E911 services unsuitable for some customers. Customer should carefully evaluate their own circumstances when deciding whether to rely solely upon Clarity's E911/911 service. Customer acknowledges and understands that it is customer's responsibility to determine the technology or combination of technologies best suited to meet customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional public switched telephone network landline phone or wireless phone as a backup means of completing emergency calls). The



following characteristics distinguish Clarity's E911 service from traditional, legacy, public switched telephone network E911/911 service.

7.0 Clarity's E911 service will not function if customer phone, private branch exchange, voice gateway, internet connection devices fails or is not configured correctly or if customer's Clarity service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, third party or Clarity equipment outage, service outage for any reason or suspension or disconnection of service because of billing or other issues. If there is a power outage, customer may be required to reset or reconfigure the equipment before being able to use the Clarity service, including for E911 purposes.

8.0 After initial activation of the E911 service and following any change of and update to customer's physical location, there may be some delay before the automatic number and location information can be passed to the local emergency service operator. Customer acknowledges and understands no guarantee can be made that the automatic number and location information will be activated within this schedule.

9.0 E911 dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

10.0 The local emergency service operator receiving Clarity E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the Clarity E911 call. Due to technical factors in network design, and in the event of network congestion on the Clarity network, there is a possibility that a Clarity 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.

11.0 If customer does not correctly identify the actual location where the Telephone Equipment is or will be located at the time of activation of the service, Clarity E911 communications may not be directed to the correct local emergency operator.

12.0 customer acknowledges and understands that clarity does not have any control over whether, or the way, calls using our 911 dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Clarity uses third parties to assist us in routing 911 dialing calls to local emergency response centers and to an emergency calling center. We disclaim all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Clarity nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action,

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arising from or relating to our 911 dialing service. Customer acknowledges and understands that Clarity will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using Clarity or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this agreement.

EXHIBIT D:

## LEGAL NOTICES

All Legal Notices to **Clarity** should be sent to:

Clarity Technologies Group, LLC  
Attn: Legal Department  
One Corporate Way  
Mine Hill, NJ 07803

Email: [legal@clarityscg.com](mailto:legal@clarityscg.com)

All Legal Notices to **Client** will be sent to the responsible party indicated on the Service Order.