

## GoContact Platform Master Services Agreement

This GoContact Platform Master Service Agreement (the “Agreement” or “Terms”) is entered into by and between \_\_\_\_\_ as the subscriber (“you,” “your,” or “Client”) and Syndeo, LLC d/b/a Broadvoice (“GoContact,” “Us,” or “We”) for the provisioning of its GoContact Contact Center as Service (“CCaaS”) offering and is made effective as of October 27, 2022 (“Effective Date”). Each of Client and GoContact is referred to herein individually as a “Party” and collectively as the “Parties.” If the individual who accepts these Terms is acting on behalf of a corporation, company, partnership, organization, association or other legal entity, then that individual hereby represents and warrants to GoContact that he or she has the authority to bind such entity.

### Article 1 – General Terms

**1.1 Agreement Purpose and Structure.** The purpose of this Agreement is to provide general terms, conditions and a framework that will govern the provision of electronic contact center platform and other related services (“Services”) to the Client. Additional terms and conditions that apply to the Services set forth in the Service Order Form (“SOF”), and each such SOF executed by Client shall become part of this Agreement. Both Parties agree to be bound by this Agreement, including the SOF, regardless of the fact that the SOF may be executed subsequent to the execution of this Agreement.

Nothing in this Agreement shall prevent Client or GoContact from entering into similar arrangements with, or otherwise providing services to, any other person or entity. Any Services provided hereunder are for Client’s sole use and consumption and may not be resold to other persons.

Please read these terms carefully because they affect the legal rights between you and GoContact by, among other things, (1) limiting GoContact’s liability to you, (2) requiring arbitration of certain disputes, rather than jury trial, and (3) requiring payment of early termination charges or disconnect fees. THIS AGREEMENT ALSO INCLUDES IMPORTANT INFORMATION REGARDING YOUR ACCESS AND USE OF EMERGENCY SERVICES (i.e., 911), INCLUDING LIMITATIONS RELATIVE TO TRADITIONAL, WIRELINE EMERGENCY SERVICES.

**1.2 Orders for Services.** Client acknowledges and agrees that Client is solely responsible for the accuracy of all Client-specific information contained in the SOF and other information that it provides to GoContact. Each accepted SOF shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement, unless otherwise specifically stated. The SOF shall clearly set forth the term, pricing, specific Services and location(s), monthly recurring charge(s) (“MRC”), non-recurring charge(s) (“NRC”), and any additional specific terms for the Services.

**1.3 Order of Precedence.** This Agreement includes the terms set forth herein, the Acceptable Use Policy, the Data Privacy Policy, applicable addendum(s), and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference and are available on the GoContact website ([www.gocontact.com/](http://www.gocontact.com/)). IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND ANY OTHER DOCUMENTS OR APPLICABLE ADDENDUM(S), THE APPLICABLE ADDENDUM(S) WILL

TAKE FIRST PRECEDENCE, FOLLOWED BY THE SOF, THIS AGREEMENT, AND THEN FOLLOWED BY ANY OTHER DOCUMENTS IF SO SIGNED AND DULY EXECUTED BY BOTH PARTIES.

1.4 **Construction.** This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute shall not be construed against either Party.

## Article 2 – Term and Termination

2.1 **Term.** This Agreement shall be in effect for a period of one (1) year from the Effective Date (“Initial Term”) unless terminated earlier as otherwise provided for in this Agreement, and shall automatically renew for one (1) year periods thereafter (each a “Renewal Term” and together with the Initial Term, shall be referred to as the “Term”) until either Party notifies the other Party of its intent not to renew the Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any SOF remains in effect following such termination, this Agreement and the applicable SOF shall govern and continue in effect with regard to such SOF until the termination of such SOF.

2.2 **SOF Term.** The term of each SOF shall commence on the date set forth in the applicable SOF and shall remain in effect for a period of one (1) year thereafter (“SOF Initial Term”) and shall automatically renew for one (1) year periods thereafter (each a “SOF Renewal Term” and together with the SOF Initial Term, shall be referred to as the “SOF Term”) until either Party notifies the other Party of its intent not to renew the Agreement at least sixty (60) days prior to the end of the SOF Initial Term or any SOF Renewal Term. Client shall continue to be responsible for payment to GoContact for the Services to be terminated through the end of the thirty (30) day notice period. Following the SOF Initial Term, GoContact reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days’ prior written notice. Notwithstanding the foregoing, GoContact will not increase rates more than one time in a given year subsequent to the SOF Initial Term.

2.3. **Termination.** This Agreement may be terminated during the Initial Term and/or SOF Term only by written agreement of the Parties, pursuant to Article 4 (Default) or as otherwise specified in this Agreement. In the event of an early termination of this Agreement by Client for any other reason, Client shall be required to remit to GoContact the sum of all amounts that would be due to GoContact for the then current SOF Term. In the event of termination of this Agreement for any reason, all obligations hereunder shall immediately cease and be of no further effect, provided that all obligations to make payments for charges incurred prior to the termination of this Agreement hereunder and payment related to an early termination shall survive termination of this Agreement and any and all amounts owed shall be paid as per the terms of this Agreement. Termination of this Agreement shall not relieve either Party of any liability for breach of this Agreement or as may otherwise be established.

Upon termination or cancellation of the Services, Client shall discontinue use of the Services including software, telephone numbers, logins, voicemail access numbers or any web portal sites provided for GoContact customers. In the event Client uses any ancillary services provided by GoContact, cancellation of services for any reason shall also result in cancellation of such ancillary services.

## ARTICLE 3 - PAYMENT TERMS

3.1 **Credit and Deposit.** If requested by GoContact, Client shall complete and submit GoContact’s standard credit application. GoContact may from time to time conduct a review of Client’s credit rating and payment

history. GoContact may require Client to pay a deposit before acceptance of an SOF. Additionally, for any existing Services, GoContact may require (i) Client to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Client to submit payment of any amount by the applicable due date as a condition to the continued provision of such existing Services. GoContact shall refund any deposit paid pursuant to this Article, less any payments that Client still owes to GoContact, when GoContact determines in good faith, based on Clients' credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

**3.2 Pricing.** Pricing for the Services during the SOF Initial Term shall be set forth in the applicable SOF. Subsequent to the SOF Initial Term, GoContact reserves the right, in its sole discretion to modify the rates for the Services and/or all applicable fees by providing written notice to Client sixty (60) days prior to the expiration of the then current SOF.

In addition to the pricing set forth in the SOF, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against GoContact by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. When possible, GoContact will break out such charges on the monthly invoice.

**3.3 Invoicing and Payment Terms.** Unless otherwise stated in the SOF, GoContact will invoice Clients on a monthly basis for the Services, and Client shall pay all undisputed invoiced charges in full within thirty (30) days from the invoice date. When you subscribe to our Service, you authorize us to collect from your payment method, including, if applicable, Early Termination Fees, late fees, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method. Client agrees to pay all charges due and payable under the Agreement without counterclaim, set-off or deduction, other than amounts disputed.

Failure to timely pay in full may result in suspension of services and removal of all equipment made available to Client as set forth in Article 4 herein, and GoContact shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable to Client until the account balance is paid in full. If GoContact restricts, suspends or terminates Client's services, GoContact may, at its sole discretion, choose to restore Client's Services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of GoContact's right to receive full payment for all charges due or again restrict, suspend or terminate the Services at any time for non-payment of unpaid charges. The failure of GoContact to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

Clients are responsible for paying monthly fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, Go Contact will continue to electronically charge any credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a fifteen-dollar (\$15.00) reconnection fee. Any account which goes into collection status will be transferred to a collection agency and incur a twenty-five-dollar (\$25.00) processing fee and all other applicable fees and charges. Clients must pay a twenty-five-dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks. Past due accounts will accrue a monthly charge of one and one-half percent (1.5%) of the past due balance or one dollar (\$1.00), whichever is greater.

3.4 **Invoice Disputes.** If Client reasonably disputes an invoice, Client must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a thirty (30) day period shall constitute an irrevocable waiver of Client's right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of thirty (30) days from the notice. If any charges remain in dispute at the end of the 30-day period, Client shall pay the full amount due within ten (10) days, otherwise GoContact may exercise any available remedies for breach (without regard to any further notice requirement or opportunity for cure under this Agreement, which shall be deemed waived).

3.5 **Unauthorized Use.** Client is responsible for all charges attributable to its account incurred with respect to the Services. Client agrees to notify GoContact immediately, in writing or by calling the GoContact customer care line at 1-888-325-5875, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. GoContact, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold GoContact harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

3.6 **International Calling.** International calling is disabled by default. Clients may enable or disable it at any time by logging into their "My Account" page. All international calls are billed at their respective international rates which are updated on the first Tuesday of each month. Any and all call charges are rounded to the nearest whole penny (\$.01). Each Client account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service.

3.7 **Directory Assistance and Operator Services.** Directory Assistance is charged at ninety-nine cents (\$0.99) per call and ten cents (\$0.10) per minute after two minutes. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at three dollars (\$3.00) per call. Operator calling is disabled by default on all new phone lines but may be activated using the My Account Dialing Options.

## Article 4 – Default

4.1 **Client Default.** Client is in default of this Agreement if Client (a) fails to cure any monetary breach within five (5) business days of receiving written notice of the breach from GoContact; (b) fails to cure any non-monetary breach of any terms of the Agreement within thirty (30) days of receiving written notice of the breach from GoContact; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Client Default").

In the event of a Client Default, GoContact may suspend Services to Client until Client remedies the Client Default, or GoContact may terminate this Agreement, and/or any or all of the Services being provided hereunder (including any applicable SOF). GoContact may at its sole option and with prior notice to Client, but without any obligation, cure a non-monetary breach at Client's expense at any point and invoice Client for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to GoContact at law or in equity.

4.2 **GoContact Default.** GoContact is in default of this Agreement if GoContact fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Client (“GoContact Default”); provided, however, that Client expressly acknowledges that Service-related failure or degradation in performance is not subject to a claim of a GoContact Default. Client’s sole and exclusive remedy for any failure of Service is set forth in the applicable SOF. In the event of a GoContact Default, Customer may terminate the Services and the Agreement upon thirty (30) days prior written notice to GoContact. Any termination shall not relieve Client of its obligations to pay all charges incurred hereunder prior to such termination.

4.3. **Discontinuation of Service.** In addition to any other rights of GoContact hereunder (including for termination of the Agreement or a specific SOF), GoContact may discontinue an affected Service promptly following written notice and without incurring any liability, in the event of:

- (a) GoContact’s inability to obtain or maintain a required right using reasonable efforts;
- (b) Condemnation of any material portion of the facilities used by GoContact to provide Service to Client, or a casualty that renders all or any material portion of such facilities inoperable beyond feasible repair;
- (c) A decision by the California Public Utilities Commission (“CPUC”) or other governing regulatory body, including but not limited to the Federal Communications Commission (“FCC”), that results in a material change in this Agreement or impairs GoContact’s ability to perform its obligations hereunder.

In addition, GoContact may discontinue services immediately and without notice to Client, without incurring any liability therefor in the event of:

- (a) A violation of GoContact’s Acceptable Use Policy, available at <https://www.broadvoice.com/acceptableuse/>
- (b) Using the Services in any way that is harmful to GoContact’s network, facilities or other customers; and
- (c) Using the Service in a way that violates applicable law.

## Article 5 – The Network and Use of Services

5.1 **Hosted Services.** The GoContact Platform and Service will be hosted on its own server, and Client shall provide remote access to the same. GoContact is committed to ensure the availability of the Service, along with maintenance and monitoring of the system as implemented at the Client site(s), through remote and on-site assistance, in accordance with the conditions defined in the SOF.

5.2 **Connection to the Platform.** In order for the GoContact Call-Center Platform to operate properly, the Parties acknowledge that access necessary for voice call transmissions needs to be properly configured within the Platform. Such configuration shall be performed by GoContact with Client’s cooperation. The Parties also acknowledge the Client must ensure it has procured Internet access services and any other protocols required for it to access and use the Platform. Such Client Internet access must meet minimum upload/download requirements in order for the Services to operate properly. The costs of all necessary communications and Internet access services are the sole responsibility of Client, and Client must ensure the proper functioning of such services, including but not limited to ensuring their proper function(s) and maintaining all contractual obligations with the service providers responsible for maintaining those systems and/or services. Client acknowledges that a failure to



do so may result in them not being able to properly use the Service. GoContact is not responsible in any way for deficiencies in the Services due to an act attributable to the Client or its underlying service providers. Upon Client request, GoContact may choose, in its sole discretion, to provide support to help resolve such problems entirely at the expense of the Client and according to the hourly rates set forth in the SOF.

**5.3 Outage Credits.** Whenever there is an access failure due to the exclusive fault of GoContact, a financial credit will be made for the respective lost time of use, based on the rates set forth in the SOF.

**5.4 Client Network.** The Client's network is expected to be VoIP ready. This means that the Client has a business class firewall that provides QoS and Prioritization settings and a managed business class Ethernet switch. In the event Client does not have this equipment or cabling in place, the Client agrees to acquire it or source it from GoContact to ensure that the network is VoIP ready at the time of implementation. GoContact does not provide support for the Services over WIFI networks. While GoContact Services may work over WIFI, the quality of the call will be dependent on the quality and reliability of the WIFI network. GoContact is unable to provide support for Client's WIFI networks. If Client has existing firewalls, routers and switches, it is expected that Client will make changes to the equipment as directed by GoContact to support QoS and Prioritization.

\* Quality of Service (QoS) is a feature of routers and switches which prioritizes traffic so that more important traffic can pass first. The result is a performance improvement for critical network traffic. QoS equipment is useful with VoIP phones or in LANs with high volumes of local traffic.

**5.5 Client Use of the Service.** Client shall use the GoContact Platform in accordance with the applicable law(s) for the jurisdiction(s) in which they operate, in accordance with this Agreement, and in accordance with all operating instructions provided by GoContact. Client is further required to use the Services for the mutually agreed upon purpose – the lawful operation of a contact center – and shall not use the Services for any other purpose or use the Services:

- (a) for the transmission or communication of any material that is defamatory, offensive, obscene, annoying, threatening or illegal in the jurisdiction(s) in which Client operates;
- (b) in violation the intellectual property of others; or
- (c) for any purpose that may constitute a criminal violation or offense within said jurisdiction(s).

Client shall inform GoContact in writing as soon as reasonably possible in the event of a malfunction in the Services. The Client shall be responsible for ensuring necessary and adequate security to protect its network, including its connection to the GoContact Platform, and any GoContact provided equipment or software against attacks (both physical and digital). In the event of such an attack, Client is solely responsible for all costs and billing expenses caused by the attack as a result of Client's, its affiliates', their employees', agents', or any third-party's actions or inactions.

## Article 6 – Equipment

**6.1 Provision of Equipment.** As part of this Agreement, GoContact may provide equipment to Client, including but not limited to IP telephones, Analog Telephone Adapters (ATAs), and routers. Equipment shall be provided to Client in two possible methods: equipment purchase and equipment rental. Client shall be required to obtain authorization from GoContact to return any equipment. By using the equipment provided by GoContact,

you are agreeing to be bound by the terms of the one (1) year limited warranty as set out below. Do not use the equipment until you have read the terms of the warranty. If you do not agree to the terms of the warranty, do not initiate use of the equipment and return the same to GoContact immediately. Client shall responsibly use any GoContact-provided equipment and/or software that is made available to Client under the terms of this Agreement.

**6.2 Equipment Purchases.** Upon receipt of purchased equipment, Client will examine such equipment, and unless you notify GoContact within five (5) business days of your receipt of the equipment to any issue, the equipment shall be deemed to be in good working order at the time of receipt. Client will be provided a twelve (12) month manufacturer's warranty from the date of purchase of equipment. GoContact will provide replacement equipment only if the equipment is deemed to be defective and covered under the warranty. GoContact will not cover replacement for lost, stolen or modified equipment. Equipment returned by Client that is not covered under warranty may be refused by GoContact, and Client will be responsible to pay return shipping charges.

**6.3 Equipment Rentals.** This Agreement shall govern the terms and conditions for the rental of certain hardware from GoContact (the "Rental Services"). GoContact is and will remain the owner of all rented equipment. GoContact charges a recurring monthly fee for each rented piece of equipment (collectively, the "Rental Fees"). As a part of your recurring bill from GoContact, Client shall pay the Rental Fees for all rented equipment, using the same payment method and payment period as your payments for GoContact Services. In the event rented equipment is provided free of charge, the rental fees will be \$0. The term applicable to rented equipment shall be coterminous with the term of the SOF. Notwithstanding the above, at any time within thirty (30) days after the initiation of the rental of equipment, Client may terminate the Rental Services with respect to specific equipment immediately upon the provision of written notice to GoContact, without paying additional any Rental Fees for such terminated rented equipment.

Within thirty (30) days after any termination of the Rental Services, Client shall return or purchase the applicable equipment (including all accessories and materials that were provided with the primary hardware) consistent with GoContact's written instructions and the terms of this Agreement. If Client fails to return the rented equipment (subject to GoContact's inspection and acceptance of the returned equipment in its reasonable discretion) within the thirty (30) day period set forth above, Client will be deemed to have purchased such equipment at the GoContact retail purchase price.

Should Client request an upgrade for any rented equipment, the replacement of such equipment shall be deemed a termination of the Rental Services with respect to the impacted equipment and be subject to the termination provisions hereof, including the return or purchase provisions for the impacted equipment. Rental Services for the impacted equipment shall be deemed to terminate, and the Rental Services of the replacement equipment shall commence, on the date the replacement equipment is recorded as delivered by a designated courier.

Rental Fees for equipment do not include additional services Client may select, taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or rental and may be calculated based on full retail price or GoContact cost price, as determined by the tax law in the jurisdiction of purchase or rental.

**6.4 Rented Equipment Ownership; Damage and Loss.** GoContact is and will remain the owner of all rented equipment unless title is conveyed to you in writing following GoContact's confirmation to you of its receipt of your payment in full of the purchase price for the rented equipment. You will not grant any third party any right to use, possess, or control any rented equipment, sublease any rented equipment, attempt to dispose of any rented equipment, grant any interest or right in any rented equipment to any third party, or otherwise do anything that

undermines GoContact's ownership any rented equipment. GoContact may, without notifying you, assign GoContact's interest in any rented equipment, and in that event, GoContact's assignee will have all of GoContact's rights in the rented equipment under this Agreement, but none of GoContact's obligations. Client agrees not to assert against GoContact's assignee any claims, offsets, or defenses it may have against GoContact. Upon GoContact's request, Client will execute and deliver to GoContact any documents or forms for protecting GoContact's ownership and interest in each rented equipment, including finance statements under the Uniform Commercial Code.

Upon receipt of all rented equipment, Client will examine each such equipment, and unless you notify GoContact within five (5) business days of your receipt of rented equipment to any issue with such equipment, each the equipment shall be deemed to be in good working order at the time of receipt. GoContact covers rented equipment with an extended manufacturer's warranty in perpetuity as long as the Client is active and in good standing with GoContact. GoContact will provide replacement equipment only if the equipment is deemed to be defective and covered under the warranty. In the event that any rented equipment delivered to Client is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, Client will immediately notify GoContact in writing and pay GoContact a purchase price equal to the full GoContact retail price.

**6.5 Return or Purchase Rights.** Client agrees to return fully functional and non-damaged rented equipment beyond normal wear and tear to GoContact. You agree to pay all shipping and handling charges related to any rented equipment. All returned rented equipment must be fully functional and include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the rented equipment. In GoContact's reasonable discretion, we may decline your return or charge you an additional fee of thirty dollars (\$30) for each missing item or for each item that We determine is damaged or not in good working condition. Before returning any rented equipment that has data in its memory, please transfer all files you wish to retain to another file source. Once the equipment is returned, your files cannot be recovered and you release GoContact of any liability for any lost, damaged, or destroyed files, data, or other information.

**6.6 Other Remedies.** In the event Client is obligated to return or purchase rented equipment and has failed to do so has defaulted in any obligation to pay the purchase price due for equipment to be purchased, GoContact may, in addition to those remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all rented equipment without demand, notice, or legal process, wherever such equipment may be located, and Client hereby waives any and all damages occasioned by that taking of possession.

**6.7 Standard Warranty Exclusions.** The standard warranty does not apply and is void with respect to: (a) cosmetic damage, (b) equipment that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) hardware not manufactured or supplied by GoContact, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the Client network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) hardware operated outside published environmental parameters, (l) performance of hardware in combination with other items not manufactured or supplied by GoContact, (m) any hardware which has been opened, repaired, modified or altered by anyone other than GoContact or a GoContact authorized service center, (n) engraving; (o) accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of GoContact.



RENTED EQUIPMENT AND ANY TELEPHONE HARDWARE PURCHASED IN CONNECTION WITH THIS AGREEMENT IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. GOCONTACT DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, GOCONTACT LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. GOCONTACT MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY RENTED EQUIPMENT WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY RENTED EQUIPMENT SHALL BE BORNE SOLELY BY CLIENT.

#### **Article 7 – Software**

**7.1 Software.** If software is provided by GoContact in connection with the Services, GoContact grants to Client a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the software solely for the purposes of using the Services. The license will permit such use by Client and any of its employees or contractors (but only within the scope of their employment or services with Client) authorized by Client to use the Services, provided that Client shall be responsible for all users of the Services as provided by this Agreement.

**7.2 End-User Licenses.** Certain software GoContact provides to Client may contain third-party software (“Third-Party Software”), including open-source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or on other media delivered with the Third-Party Software and which are incorporated by reference into the license granted herein. Such provisions shall govern the use of Third-Party Software. Client agrees to comply with the terms of all end user license agreements accompanying any software (including Third-Party Software) or plug-ins to such software distributed in connection with the Services. All end user licenses shall immediately terminate on the date that this Agreement is terminated.

**7.3 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software.** The Services, GoContact provided equipment and software and all information, documents and materials on GoContact’s website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, website content, corporate names, service marks, trademarks, trade names, logos and domain names of GoContact are and shall remain the exclusive property of GoContact and/or its affiliates, and nothing in this Agreement shall grant Client the right or license to use any of the foregoing. Client may not

undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the software.

## Article 8 – 911 Services

8.1 **Dialing 9-1-1.** GoContact’s 911 dialing does not function in the same manner as traditional telephone services. Be aware that 911 dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Services, including 911 dialing, will not function until power is restored. Following a power failure or disruption, Client may need to reset or reconfigure equipment prior to utilizing the Services, including 911 dialing. Service outages or suspensions or disconnections of service by your Internet access service provider will prevent all Services, including 911 dialing, from functioning. Disconnection of your account will prevent all Services, including 911 dialing, from functioning. Your Internet access service provider or other third party may intentionally or inadvertently block the ports over which the Services are provided or otherwise impede the usage of the Services. If you suspect this has occurred, you should alert GoContact to this situation, and GoContact will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Internet services are impeded, your Services, including 911 dialing, may not function. Client acknowledges that GoContact is not responsible for the blocking of ports by any third party or any other impediment to Client’s usage of the Services, and any loss of Service, including 911 dialing, which may result. In the event Client loses Internet service as a result of blocking of ports or any other impediment to its usage of the Services, Client will continue to be responsible for payment of the Service charges unless and until Client terminates the Services in accordance with this Agreement. If there is a Service outage for any reason, such outage will prevent all Services, including 911 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. Client shall further notify all users of the Services of the important differences in and limitations with respect to 911 dialing set forth herein. GoContact shall provide Client and Client shall review and utilize (as the case may be) all documentation accompanying any equipment used to dial 911, including any stickers disclosing the limitations on 911 services.

Client authorizes GoContact to disclose Client’s name and service address to third parties involved with providing 911 dialing, including, by way of illustration but not limitation, call routers, call centers, and local emergency centers.

GoContact requires Clients to provide the physical address where they will be using Services for 911 purposes. For E911 and basic 911, this address is used to route 911 calls to the local emergency center. When Client initially provides its physical address, it can take up to 120 minutes to verify the address and activate 911 services at the address.

If Client uses the Services at a different location, Client is solely responsible for updating its address. Client may register only one location at a time. If Client fails to update its location, 911 calls may be sent to an emergency center near the old address. Once client updates its location, it can take several hours to activate 911 services at the updated address

8.2 **Alternate 9-1-1 Arrangements.** If you are not comfortable with the limitations of the 911 dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services. To access alternative emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from GoContact, traditional wireless or wire line telephone service that offers access to emergency services. You further recognize that the GoContact Services not a replacement for your primary

telephone service, and you are hereby advised to maintain a traditional wire line or wire-based telephone service at all times. By agreeing to these terms of service, Client acknowledges and accepts that the Services may not support or provide emergency service at all times. Client represents and warrants to GoContact that it has made additional arrangements with a third party to access emergency services.

**8.3 Network Congestion and Reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Services as compared to traditional 911 dialing over traditional public telephone networks.

**8.4 Disclaimer of Liability and Indemnification.** GoContact does not have any control over whether, or the manner in which, 911 calls are answered or addressed by any local emergency response center. GoContact expressly disclaims any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. GoContact relies on third parties to assist us in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. GoContact disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither GoContact nor any of its officers, directors, members, 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, arising from or relating to our 911 dialing service, unless such claims or causes of action arise from our gross negligence, recklessness, or willful misconduct. Client shall defend, indemnify, and hold harmless GoContact and, its officers, directors, members, employees, affiliates, and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and costs) by, or on behalf of, Client or any third party relating to the absence, failure, or outage of the Services, including 911 dialing, incorrectly routed 911 dialing calls, and/or the inability of any user of the Services to be able to use 911 dialing or access emergency service personnel.

**8.5 Non-Provisioned 911 Calls.** For each billing cycle, if Client places one or more 911 calls but does not have a valid 911 address on file with GoContact, GoContact shall charge \$75 for each call placed. These charges are non-negotiable, and GoContact waives the right to dispute these valid charges.

## Article 9 – Confidentiality

9.1 GoContact protects Client data and personal information in accordance with GoContact's Privacy and Data Protection Policies <https://www.broadvoice.com/privacy-policy/>

You grant GoContact the right to process Client data and personal information as necessary in order to provide services under this Agreement.

As between GoContact and the Client, GoContact exclusively owns and reserves all right, title and interest in and to the Services, GoContact confidential information, and any data that is derived from the use of the Services that does not directly or indirectly identify you, end users of the Services or any natural person and includes data about performance of the service and data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify you or any natural person, and any feedback or suggestions provided by you or an end user regarding the Services. Client maintains ownership of your confidential data subject to our rights to process confidential data in accordance with this Agreement.

You represent and warrant that you have provided, and will continue to provide, adequate notices and have obtained, and will continue to obtain, the necessary permissions and consents to provide customer data to us.

## Article 10 -Compliance with Laws

10.1. **Use of Outside Market.** GoContact's Services are nomadic by nature and may be accessible through an Internet connection virtually anywhere a broadband connection is available. Regulation of IP-based telephony and call center services varies significantly from jurisdiction to jurisdiction. Before ordering services for use in a jurisdiction outside the United States, Client should consult with counsel for advice regarding its proposed use of the Services in that jurisdiction. Client shall be solely responsible and liable for any violation of local laws or breach of third-party contract terms resulting from Client's use of the Services outside the United States, regardless of whether GoContact has consented to such use.

10.2 **Compliance with Laws.** Client shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders, including, but not limited to, prohibitions against the use of unfair, deceptive, or abusive acts or practices, the Telephone Consumer Protection Act and all regulations and opinions issued thereunder (collectively, "TCPA"), Truth in Caller ID Act, the Federal Trade Commission's ("FTC") Telemarketing Sales Rule, the CAN-SPAM Act of 2003, California Consumer Privacy Act of 2018, and other laws and regulations relating to the processing, storage, protection, and disclosure of personal information, prohibitions against the use of unfair or deceptive acts and practices in commerce, and use of telecommunications in commerce, rules related to the recording or monitoring of phone calls, SMS messages, or other communications, and rules established by the Federal Communications Commission ("FCC"). Client shall at all times maintain all necessary licenses and registrations to conduct its business and utilize the Services. If Client uses the Services to engage in SMS/MMS communications, Client will comply with all applicable industry standards including, but not limited to, the Mobile Marketing Association's U.S. Consumer Best Practices and the Cellular Telephone Industry Association's (CTIA) Messaging Principles & Best Practices and Short Code Monitoring Handbook. Client will be fully responsible for all activities by any parties who use Client's account, with or without Client's permission, to access the Services as if such activities were undertaken by Client itself. For avoidance of doubt, and not limitation, Client is solely responsible for configuring and using the Services in a manner that complies with all applicable laws and regulations.

10.3 **Monitoring.** GoContact may monitor the use of the Services for violations of this Agreement. We may remove or block all communications if we suspect a violation of this Agreement, or if we think it necessary in order to protect our service, or GoContact and, its parent, affiliates, directors, officers, agents, and employees from harm.

10.4 **Assistance.** Client will promptly comply, at Client's cost, with all requests from GoContact for assistance in responding to subpoenas, traceback requests, discovery demands, and other inquiries and notices (collectively, "Requests") related to Client's use of the Services. In addition to any other rights and remedies to which GoContact is entitled under this Agreement, GoContact may, in its sole discretion, require reimbursement from Client for GoContact's reasonable costs and expenses (including attorneys' fees) in responding to Requests related to Client's use of the Services. Client will also promptly comply, at Client's cost, with all requests from GoContact related to fulfilling GoContact's policies and procedures governing robocall mitigation, Client due diligence, and "know your customer" activities.

**Article 11 – Disclaimers/Warranties/Limitations on Liability**

11.1. **No Commitments.** Client acknowledges that GoContact has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. GoContact has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to by both Parties. Client acknowledges that its purchasing decisions are not based upon any future features or functions.

11.2. **Third Party Networks.** In some cases, you or GoContact may utilize the public Internet and third-party networks, such as telecommunications networks, outside of GoContact’s control in conjunction with the provision and maintenance of the Services. GoContact makes no warranty or representation that such third-party providers will adequately secure or protect the privacy of Client’s personal information, and GoContact expressly denies any associated liability. Actions or inactions by third party networks can result in situations in which the Services are impaired or disrupted. Accordingly, you agree that GoContact is not liable for any changes to, interception of, or loss of customer data while in transit via the Internet or a telecommunications provider’s network.

11.3 **Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GOCONTACT MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SERVICES AND EQUIPMENT, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, GOCONTACT IS NOT LIABLE OR RESPONSIBLE FOR ENSURING THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR AVAILABLE 100% OF THE TIME, OR THAT ALL ATTEMPTED VOICE, FAX, TEXT AND OTHER COMMUNICATIONS WILL BE DELIVERED. GoContact provides the Services, equipment and software on an “as is” and “as available” basis without warranty or representation of any kind. GoContact makes no warranty that the Services will meet Client requirements, specification, expectations or that Services will be uninterrupted, timely, secure or free from errors. Client acknowledges that GoContact does not control the transfer of data over communications facilities, and that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.4 **Limitations of Liability.** EXCEPT AS EXPRESSLY CONTEMPLATED BY PROVISIONS OF THIS AGREEMENT, TO THE MAXIMUM EXTENT SUCH DAMAGES CAN BE EXCLUDED UNDER APPLICABLE LAW, NEITHER GOCONTACT, ITS AFFILIATES OR ANY OTHER GOCONTACT PARTNERS, NOR ANY OF THEIR REPRESENTATIVES, SHALL BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR COVER DAMAGES, LOSS OF PROFITS, REVENUES OR GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR DELAY IN PERFORMANCE, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, FROM OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED THEREUNDER, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS ARTICLE ALSO APPLY TO GOCONTACT'S THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.



ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH GOCONTACT (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), GOCONTACT'S THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. CLIENT MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

GOCONTACT RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST CLIENT PERTAINING TO CLIENT'S USE OR MISUSE OF THE SERVICE, THE SOFTWARE, OR THE EQUIPMENT, OR FOR CLIENT'S BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE) WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS GOCONTACT (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES) AND ITS THIRD PARTY LICENSORS, PROVIDERS, OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING GOCONTACT (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES) AND ITS THIRD PARTY LICENSORS, PROVIDERS, OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS, OR (B) INCREASING ANY OF THE RIGHTS CLIENT IS OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING CLIENT WITH ANY ADDITIONAL RIGHTS. THE MAXIMUM AGGREGATE LIABILITY OF GOCONTACT (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) AND ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO GOCONTACT FOR SERVICES IN THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM.

**11.5 Reliance on Limitations.** Client acknowledges and agrees that the essential purpose of this Article is to allocate the risks under the Agreement between the Parties and to limit GoContact's potential liability in light of the agreed-upon pricing for the Services, which would have been substantially higher if GoContact were to assume the risk of Client's incidental or consequential damages, or other types of losses listed this Article, or the risk of liability in excess of the limit described above. GoContact relied on these limitations when offering to provide the Services to Client.

## **Article 12 - Indemnification**

**12.1 Indemnification of GoContact.** Client agrees to defend, indemnify and hold harmless GoContact and its officers, agents, affiliates, parents, subsidiaries, directors, members, and employees, and each of them from and against all claims, demands, causes of action, damages, liabilities, costs, and expenses, in law or equity, of every kind and nature whatsoever, including, without limitation, reasonable attorney's fees and costs, related to or arising from the Services to be performed under this Agreement, including, but not limited to: (a) any violation of applicable laws, regulations, or this Agreement by Client (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Services, the software, the equipment, or the Internet or the placement or transmission of any call, message, information, software, or other materials on the Internet by Client (or any parties who use your account, with or without your permission, to access the Service); (c) negligent or willful acts, errors, or omissions by Client (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property,

which may in any way arise out of or result from or in connection with this Agreement; (e) claims for infringement of any intellectual property rights arising from the use of the Service, the software, the equipment, or the Internet; (f) infringement of any patent, copyright or trademark rights; and/or (g) any economic loss or damage incurred by GoContact arising out of or related to the provision of Services or this Agreement; (h) any use of the Services, the software, or the equipment by Client (or any parties who use your account, with or without your permission, to access the Services) that actually or allegedly violates any applicable law or regulations, industry standards, this Agreement, the Acceptable Use Policy, or any third-party contract to which Client is subject.

**12.2 Indemnification Procedure.** GoContact will give prompt written notice to Client of any claim for which indemnification is sought under this Agreement. Failure to give such notice will not relieve the Client of its obligation to provide indemnification, except to the extent that such failure materially adversely affects the ability of Client to defend the applicable claim. Client may elect to assume the defense and control of any such claim at its own cost and expense and GoContact will have the right to be represented by its own counsel at its own cost in such matters. Client will use counsel reasonably acceptable to GoContact. Neither Party will settle or dispose of any such matter in any manner that would adversely affect the rights or interests of the other Party, including the payment of money, without the prior written consent of the other Party, which will not be unreasonably withheld or delayed. Each Party will reasonably cooperate with the other Party and its counsel in the course of defense of any claim, such cooperation including, without limitation, providing documents, information, and/or witnesses.

### **Article 13 -Arbitration; Waiver of Jury Trial**

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES.

**13.1 Arbitration.** In the unlikely event that GoContact has not been able to resolve a dispute with Client after sixty (60) days, any claim, dispute, or controversy (excluding any GoContact claims for injunctive or other equitable relief), whether based in contract, tort, statute or otherwise arising out of or in connection with or relating to this Agreement, shall be decided by binding arbitration, without option to appeal, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). This agreement to arbitrate is intended to be given the broadest possible meaning under applicable laws and regulations. The initiation of an arbitration dispute shall not otherwise prevent GoContact or Client from terminating services in accordance with this Agreement. Disputes about the arbitrability of any claims and/or the scope, enforceability, or validity of this arbitration agreement shall be decided by an arbitrator.

**13.2 Arbitration Procedure.** If an agreement to resolve the dispute is not reached, an arbitration proceeding may be commenced by filing the appropriate arbitration submission form with the AAA. The amount of any settlement offer made by Client or GoContact shall not be disclosed to the arbitrator. The arbitrator’s costs and expenses shall be shared equally between the parties.

The arbitration will be conducted in Los Angeles County, California. Each Party will be responsible for paying any filing, administrative and arbitrator fees in accordance with the Arbitrator’s rules. The award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Article shall be deemed as preventing GoContact from seeking injunctive or other equitable relief from the courts as necessary to protect any of GoContact’s proprietary interests.

13.3 **Waiver of Jury Trial.** The Parties agree that, by entering into this Agreement, they are waiving the right to a trial by jury. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE ENTITY OR PERSON'S CLAIMS.

#### Article 14 – Miscellaneous Provisions

14.1 **Assignment.** Client agrees not to assign or otherwise transfer this Agreement, in whole or in part, without GoContact's prior written consent. Any attempt to do so shall be void. GoContact may assign all or any part of this Agreement without notice, and Client agrees to make all subsequent payments as directed.

14.2 **Waiver.** The failure of either Party to exercise or enforce any right or remedy under the Agreement shall not constitute a waiver of such right or remedy, except as expressly provided herein. Except as provided elsewhere in this Agreement, no waiver or amendment to any provision of the Agreement shall be enforceable against a Party unless it is in writing and otherwise conforms to the requirements set forth herein.

14.3 **Severability.** If any provision of the Agreement is deemed illegal, invalid or unenforceable in whole or in part under applicable law, the Agreement shall be deemed amended as and to the extent necessary to render its terms valid, enforceable under applicable law, and, insofar as possible, consistent with the original intent of the parties.

14.4 **Choice of Law.** The Parties agree that the substantive laws of the state of California will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, except to the extent such law is inconsistent with federal law. Subject to the arbitration provisions set forth herein, the proper venue for any action is in the federal or state courts of City of Los Angeles, County of Los Angeles, and Client waives any objection as to venue or inconvenient forum in such courts. To the fullest extent permitted by law, the Parties agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14.5 **Compliance.** GoContact failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

14.6 **Force Majeure.** GoContact will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

14.7 **Entire Agreement.** This Agreement, including all policies posted on GoContact's website that, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral.

14.8 **Notice.** Notices provided pursuant to this Agreement will be deemed given: (a) when provided in writing by United States mail or nationally recognized overnight courier (e.g., UPS, FedEx) to the mailing address indicated below for each Party, on the date actually received as indicated by requested return receipt, or (b) when provided by email to the email address indicated below for each Party, on the date such email was sent.

Client:

\_\_\_\_\_

GoContact:

9221 Corbin Ave., Suite 260  
Northridge, CA 91324

[GoContact@Broadvoice.com](mailto:GoContact@Broadvoice.com)

14.9 **Acceptable Use.** Client agrees to use the Services in accordance with GoContact's Acceptable Use Policy (“Acceptable Use Policy”), published at <https://www.broadvoice.com/acceptableuse/>

GoContact reserves the right to make changes to the Acceptable Use Policy without notice and the revised Acceptable Use Policy will be posted at the aforementioned website.

14.10 **Survival.** All obligations of the Parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability, and Indemnification, shall survive such termination, cancellation, or expiration.

14.11 **Third Party Beneficiaries.** This agreement does not create any third-party beneficiary rights.