



everblü Terms & Conditions

TCS	Customer:
Principal Place of Business:	Principal Place of Business:
2511 B. Industrial Dr. Jefferson City, MO 65109	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

TCS and Customer agree to the terms and conditions below and have caused this Agreement to be executed by their respective duly authorized representatives:

1. Definition. "Subsidiary" means any corporation or other legal entity in which TCS directly or indirectly owns and controls, and continues to own and control, fifty percent (50%) or more of the voting stock or shares, or other control mechanism.

2. Schedules: "Description of Services" forms part of this Agreement. **Service Order.** For the purchase of hardware, installation and/or hosting services by Customer, Customer will sign a Service Activation Form (SAF). Each SAF will be for Hardware, Software and Services purchased or used by Customer and shall be collectively referred to in this Agreement as the solution ("Solution"). Equipment on Service Activation Form is rented unless purchased up front.

3. Term. Unless terminated in accordance with Section 4 below, this Agreement and each Service Order are effective as of the date such as signed by both TCS and Customer ("Effective Date") and the term of Services will commence on the date of Cutover (as defined below) for the period set out in the applicable SAF ("Initial Term"). Thereafter, this Agreement shall renew at the end of the contract term in accordance with Section 4 below ("Renewal Term" together with the Initial Term, the "Term").

4. Termination.

(a) General – In the event Customer elects to terminate this Agreement prior to expiration of the Initial Term or during a subsequent renewal term (see renewal options in Schedule A), Customer shall (i) provide written notice of such to TCS; and (ii) within thirty (30) days of termination pay to TCS, as liquidated damages and not a penalty, an amount equal to the number of months remaining in the Initial Term multiplied by Customer's monthly rate as set out in the applicable Service Order. During the Renewal Term, Customer shall be required to provide written notice to TCS thirty (30) days prior to the end of the then current term to terminate this Agreement. TCS shall be entitled to terminate all or a portion of this Agreement at any time upon thirty (30) days notice to Customer. In the event TCS elects to terminate this Agreement during the Initial Term, Customer shall continue to reimburse TCS monthly for the cost of the Hardware over the remaining months of the Initial Term, according to the prices allocated to the Hardware in Appendix D, or as such fees are updated by TCS from time to time ("Monthly Hardware Fees"). Any termination of the Agreement pursuant to this clause will be without prejudice to any other rights or remedies either party may be entitled to and will not affect any accrued rights or liabilities of either party.

(b) Default - If Customer is in breach of a material provision of this Agreement ("Default"), then TCS may suspend performance under this Agreement without liability and, if the Customer has not cured the Default after thirty (30) days written notice, immediately terminate this Agreement for cause. Customer shall be deemed in Default if a bankruptcy or insolvency proceeding is filed by or against that party or

if that party makes an assignment for the benefit of its creditors. Notwithstanding the foregoing, TCS shall have the option to immediately suspend the Services and/or terminate this Agreement or any Service Order in the event Customer or is in default of its payment obligations. In the event TCS terminates this Agreement for Default during the Initial Term, Customer shall continue to reimburse TCS monthly for the cost of the Hardware over the remaining months of the Initial Term, according to the Hardware Prices.

5. Substitutions and Subcontracting. TCS may substitute the Hardware or any component thereof with comparable new equipment of equivalent functionality. TCS may subcontract its obligations under this Agreement, but will remain responsible for such obligations.

6. Purchase Orders. Purchase Orders ("P.O.") are not required by either party to give effect to this Agreement. Customer may be administratively required to create a P.O. but the parties agree that any terms and conditions provided with such P.O. shall be of no force and effect. Customer agrees that acceptance by TCS of any P.O. administratively required by Customer is conditional upon Customer's acceptance of these terms and conditions, as evidenced by Customer's signature on this Agreement

7. Use. Customer agrees the Solution and associated Services are being purchased for its own use as an end-user (not for resale).

8. Software License. All software provided by TCS and used by Customer to give effect to the Services ("Software") shall be: (i) provided as object code; and (ii) licensed to Customer pursuant to the applicable TCS end user license agreement. Title to the Software shall remain at all times with TCS or its suppliers; and used only with the Solution as part of the Services. Customer is granted no other rights to the Software and TCS reserves all other rights.

9. Hardware. Title and risk of loss to hardware detailed in a Service Order ("Hardware") shall pass to Customer upon shipment (or onsite installation if sold as such).

10. Security Interest. Until payment in full of the Hardware by Customer, Customer hereby grants to TCS a security interest in the Hardware and authorizes TCS or shall assist TCS to file any forms necessary in order to perfect a security interest in the Hardware.

11. Confidentiality. "Confidential Information" means any and all information that TCS treats as confidential, including but not limited to configuration and pricing information, and any information relating to third parties that TCS advised it has an obligation to treat as confidential and which is disclosed by TCS in connection with this



Agreement. Customer shall maintain in confidence and prevent the unauthorized use, disclosure, copying or publication of the Software and the Confidential Information.

12. Indemnification

(a) TCS - TCS shall, at its expense, indemnify and defend Customer from any claim or action filed against Customer to the extent that it is based on a claim that the Hardware or Software infringes a valid U.S. or Canadian intellectual property right; provided that the Customer promptly gives notice to TCS of any Intellectual Property Infringement upon becoming aware of the same; and gives TCS the sole conduct of the defense to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of TCS; and

(b) Customer - Customer shall, at its expense, indemnify and defend TCS from any action filed by a court against TCS to the extent that it is based on a claim that Customer's design, integration, specification, instruction or particular use infringes a valid intellectual property right.

(c) Procedure - The indemnifying party shall pay resulting costs and damages finally awarded or agreed to in a settlement, provided the indemnified party: (i) makes no admission of the alleged infringement; (ii) gives the indemnifying party written notice of any action filed or threatened; (iii) gives the indemnifying party sole authority and control of the defense of any action and all related settlement negotiations; and (iv) furnishes all information and assistance necessary for the defense of the action as reasonably requested.

(d) Infringement Remedies - In the event Customer is enjoined from use of the Hardware or Software as a result of an action or the Hardware or Software becomes the subject of an infringement claim, TCS may at its sole option and without further obligation either (i) procure the Customer's right to continue using the affected Hardware or Software, (ii) replace or modify the affected Hardware or Software to be non-infringing and functionally equivalent or (iv) accept the return of the affected Hardware or Software and refund the purchase price paid, less depreciation.

(e) Exclusions - TCS, its affiliates, subsidiaries and related companies, and their respective officers, directors, employees and agents (collectively "TCS" for the purposes of this Section 12(e)) shall have no liability for any claim or action, including without limitation contributory infringement and inducement to infringe, that is based upon: (i) use or operation of the Solution in combination with any product or services not provided by TCS; (ii) Customer's modification of the Solution; (iii) Customer's failure to implement corrections or modifications provided by TCS; or (iv) design, integration, specification, instruction or information provided by or on behalf of the Customer or any third-party. The foregoing states the entire liability of either party for any infringement of intellectual property rights.

13. Limitation of Liability. Except for the provisions related to Confidentiality, Software License and Customer's indemnity obligations: (i) in no event shall either party be liable to the other for consequential, indirect, special or general damages arising from any claim or action based on contract, tort or other legal theory; and (ii) direct damages shall not exceed the amount payable to TCS under this Agreement. TCS shall not be liable for loss of data, the inability to use data, damage or expense arising from the use or inability to use the Solution, either separately or in combination with any other system, whether or not TCS has received notice of the possibility of such damages.

14. Delivery, Cutover and Acceptance

(a) Delivery. Upon execution of this Agreement and any applicable Service Order, TCS will deliver the Hardware and Software on the date mutually agreed by the parties, FCA (Incoterms 2000) shipping point. Customer shall self-install the Solution, unless Customer has purchased professional installation services from TCS as evidenced in a Service Order.

(b) Cutover. Cutover and Customer's acceptance of the Solution is deemed to occur on the earlier of (i) first use of the Services by Customer or (ii) seven (7) days following delivery of the Solution to Customer.

(c) Billing. Billing begins upon installation. Installs the 1st through 15th of the month receive full month billing. Installs the 16 - 30 (31st) receive half month billing.

15. Payment. Unless otherwise agreed by TCS in a Service Order, all Services shall be billed one month in advance and be due (i) immediately upon billing for upfront fees detailed in a Service Order; and (ii) at the beginning of each month during the Term ("Payment Due Date"). Upon execution, if requested by TCS, Customer shall provide a valid credit application. TCS has the right to immediately suspend and/or terminate Services in the event Customer is in default of its payment obligations hereunder. Customer shall pay applicable local, state, & Federal taxes and governmentally imposed fees arising from its purchase under this Agreement, or provide a tax exemption certificate prior to invoicing. If payment is not received by the Payment Due Date, TCS may, in its sole discretion, (i) terminate this Agreement and retain all sums paid after giving fifteen (15) days prior written notice to cure and/or (ii) suspend delivery of any products or performance of any service under any Service Order immediately without notice until such payments are received by TCS. Any amounts that remain unpaid by Customer after the cure period will be subject to the lesser of one and a half percent (1.5%) monthly interest rate or the maximum rate allowed by applicable law or \$1.00, whichever is higher. TCS reserves the right to perform a credit check as part of the qualification process or any other time at TCS's sole discretion and, depending on the results of such credit check, alter the payment method required from Customer.

16. Warranty.

(a) Services Warranty - All work provided hereunder will be performed in a good and workmanlike manner consistent with standard communications industry practice.

(b) Solution Warranty - During the warranty period, Customer shall receive the following:

(i) Software Warranty - During the Initial Term ("Software Warranty Period"), the Software media will be free from defects in material and workmanship under normal use and the Software will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the Software from operating substantially in accordance with the manufacturer's specifications, TCS will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, TCS will in its sole discretion either replace the Software or install a new release when made generally available or return the Solution to a prior release

(ii) Hardware Warranty - For the term of the contract following shipment to Customer ("Hardware Warranty Period"), all Hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for Customer under this Hardware warranty is for TCS, at its election, to repair, replace or modify the defective parts. TCS may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing Hardware warranty. Any part removed shall become the property of TCS. Replacement items to be shipped to customer by end of business on the day issue is reported.

(c) Exceptions to the Warranty. The Software and Hardware warranties detailed under (i) and (ii) above shall become void if one of the following occurs: (i) the Solution is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than TCS or an authorized TCS dealer; (ii) work is performed on the Solution by anyone not authorized by TCS; (iii) the Solution is installed or used in combination or in assembly with products that are either not approved by TCS or not compatible with the Solution; and should such an event happen, Customer shall be entitled to cure the breach by removal of such products within a reasonable period. The Software and Hardware Warranties exclude Customer-supplied parts and expendable or personal use items such as batteries, headsets, cabling, switches, or non-TCS telephone sets. The foregoing are predicated on TCS receiving timely written notice of any nonconformity with as much specificity as is known and as soon as Customer becomes aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period. TCS shall have the right to inspect and test the Solution and the associated local area network and communications infrastructure to determine, in its reasonable discretion, whether the nonconformity is covered under the applicable warranty. THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL



OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, FROM TCS OR ITS SUPPLIERS. THERE ARE NO OTHER REPRESENTATIONS THAT EXTEND BEYOND THE FACE OF THESE WARRANTIES. ALL OTHER WARRANTIES OR CONDITIONS WHATSOEVER, INCLUDING THE WARRANTY OF MERCHANTABILITY & THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED & DISCLAIMED. TCS DOES NOT WARRANT THAT THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE.

(d) Disclaimers - TCS disclaims any express or implied warranty or condition that the Solution or any services provided by TCS prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). TCS shall have no liability to Customer in the event of such fraudulent activity. Customer is advised that the operation of e-911 requires accurate information be provided by Customer to TCS for storage in TCS's database, which Customer is solely responsible for alerting TCS to known changes. Further, Customer acknowledges and agrees that e-911 service shall not be available when a Customer phone set does not sit behind a TCS router.

17. Export. Systems, material, services, technology, tools and technical data delivered by TCS to Customer ("Deliverables") may be subject to Canadian, UK and/or US export controls or the trade laws of other countries. Customer agrees not to release or re-export the Deliverables without prior written consent of a TCS corporate officer or director. If TCS consents then Customer shall be solely responsible for determining and complying with all applicable export and import laws, regulations, compatibility and homologation requirements. In addition, where applicable, Customer shall not transfer, export or re-export Deliverables to any entity identified on the most current US government Export Exclusions Lists, or to any country subject to US embargo or terrorist controls as identified in the US Export Laws. Customer agrees to provide TCS additional information or assurance which TCS may reasonably request, as TCS deems necessary, in order to comply with applicable regulatory and legal obligations. TCS may immediately terminate all or any portion of any shipment or transfer of TCS product or technology if the Customer is designated by any department, agency or office of the US Government as being ineligible to receive TCS US Technology under applicable US law. Customer will not use or provide Deliverables for nuclear, missile, or chemical and biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of TCS. Customer understands, acknowledges and agrees that the acceptance of this Agreement shall be valid for any shipment made or any transfer of TCS product, services or underlying technology by TCS to the Customer. Customer certifies that all TCS products, services and technology will be used or installed solely making or receiving secure internal and external telephone calls as designed by TCS.

18. Publicity. Each party agrees not to make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other Party.

19. General. Claims - Any claim or suit arising from this Agreement must be brought within eighteen (18) months from the date that the cause of action accrued. The prevailing party in any legal action shall

be entitled to recover reasonable attorney's fees and costs in the amount allowed by court. **Assignment** - Customer shall not assign its rights or delegate its obligations under this Agreement in whole or in part without TCS's prior written consent, which will not be unreasonably withheld. **Force Majeure** - Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable. **Severability** - In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties. **Applicable Law** - This Agreement shall be interpreted under the laws of the state/county wherein the system resides. **Entire Agreement** - This Agreement, together with any appendices or attachments referenced herein, expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement or representation, including any requests for proposal of Customer and responses of TCS, or POs issued in support of this Agreement, that in any way limits, extends, defines or relates to this Agreement. Any terms or conditions of a PO or other document that purports to add, delete or otherwise amend this Agreement shall be null and void. In the event of any conflict between the terms of this Agreement and any Service Order, precedence will follow in that order. Customer acknowledges and agrees that this document, which includes the appendices attached hereto, is intended to contain only this Agreement in effect on the Effective Date. **Notices** - All notices and communications between Customer and TCS pertaining to this Agreement shall be addressed to Customer and TCS at the addresses set out in this Agreement. **Counterparts** - This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on this Agreement by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.

20. Taxes & Fees. You agree to pay, when due, all taxes relating to this Agreement, per your state laws.

21. Insurance. You agree to make all payments, when due, under this agreement regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, which insurance shall name TCS as an additional insured, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this agreement.



TCS SERVICE ORDER

1. Attachments. This Service Order includes all attached documentation as follows:
--Service Activation Form (SAF) - List of hardware, software, services included in this agreement
--Things You Will Need To Do - See final page of this document

2. Performance of Work

TCS will provide the Solution and Services to Customer as detailed in **Service Order and/or SAF**. Note that the prices reflected in Service Activation Form do not reflect local, state or federally mandated fees, surcharges, regulatory fees and/or taxes and do not include cabling. **If Customer elects to provide their own broadband access, it MUST meet certain Minimum Requirements. (See Customer Responsibilities page at the end of this document.)**

All Services will be provided as described in **Service order and Schedule A**.

3. Designated Contact

Under Schedule A, Customer has the obligation to provide a designated contact. In addition to the obligations set out in Schedule A, such designated contact shall also provide:

- a) written confirmation of receipt of the equipment. Customer should be aware that equipment may be delivered to the site in stages, and it is Customer's responsibility to provide a secure place to store the equipment once it is delivered to the site.
- b) written confirmation Cutover has taken place. Implementation shall include one (1) single continuous phase, unless a "multi-phased" implementation (purchasable option) is requested and detailed in Schedule A. In the event a multi-phased cutover is requested, additional charges will apply.
- c) written request, in the form of a **Change Order**, of a change to the configuration prior to shipment. TCS shall have sole discretion to accept or reject the request and adjust the Service Order prices and implementation schedule accordingly. It is important to note, changes requested during the "static phase" of implementation will result in changes to the previously negotiated "cutover" date.

Notice to Proceed

Execution of this Service Order by Customer shall constitute notice to TCS to proceed with the work described in this Service Order.

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Schedule A: Description of TCS Cloud Services

Outlined below is a description of the Services to be provided by TCS. TCS certified engineers will perform the Services according to TCS procedures and guidelines. All such Services are subject to Customer complying with, at all times, the minimum requirements for the Services ("Minimum Requirements") and Fair Use Policy. Customer acknowledges that the Minimum Requirements and Fair Use Policy may be modified from time to time at TCS's sole discretion. Prior to the completion of work (if On-Site Installation has been purchased), TCS will perform TCS standard test procedures to confirm operability of Hardware according to manufacturer-published specifications.

1. Service Description

(a) **Basic Service:** TCS will provide to Customer the [everblu](#) Cloud Services, which includes the following:

- Hosted SIP-based business Phone services
- US local and long distance minutes, as defined in Sales Order, for reasonable business use, subject to TCS's Fair Use Policy;
- Local number portability, where available. However, Customer should not cancel service with service provider until TCS confirms to Customer that the number has been successfully ported to TCS. **Customer is responsible for the timely termination of all services with its previous service provider and the settlement of any charges and/or fees owing to such provider.**
- Initial Number registration for e-911 for each number ported (except hosted fax, which does not require e-911).
- Customer support as described herein below

(b) **Additional Services:** Where detailed on the Service Order and Services in Schedule A, Customer may also elect to purchase some or all of the following optional Services during the Term for an additional monthly fee:

- Toll Free Numbers
- Mobile
- Hosted Fax
- Conferencing
- Other available upgrades
- **Proactive Remote Monitoring** TCS can provide 24x7x365 x (24 hours per day, seven days per week, 365 days per year) remote system monitoring notifications as a *purchaseable option*.

(c) **Add-Ons:** Customer may, from time to time, during the Term elect to add additional Hardware and/or Services. In such event, Customer shall request a quote from TCS and TCS shall detail such in either (i) a Change Order in the form of Schedule C attached hereto; or (ii) a new Service Order. Such Change Order and/or new Service Order shall describe, at a minimum, the additional Hardware and/or Services to be provided to Customer and the fees for such.

(ci) Project Management

(a) Customer Site(s) ("Site"):

(b) Customer Name

(c) TCS will designate a Systems Implementation Specialist prior to installation.

The [everblu](#) On-Boarding Specialist will be Customer's main point of contact to schedule service delivery, assist with customer configuration and provide support during the hours of 8am and 4:30pm local time, excluding statutory holidays, via phone and email for the initial ten (10) days following installation of the Solution. Thereafter, Support shall be available as set out below.

3. Purchaser Responsibilities/Obligations

(a) **Minimum Site Requirements:** Customer shall be required to meet certain Minimum Requirements with respect to Site preparation and conditions, including without limitation, floor plans, network configuration, environment conditions, provision of service providers, other Minimum Requirements such as cabling, bandwidth, local area network, external listening, and a VoIP ready local Area Network. For purposes of clarity, **these Minimum Requirements are the responsibility of the Customer and are not included in the standard monthly Service fee.**

(b) **Internet Access:** Unless otherwise detailed in the Service Order, When Customer provides its own internet access through a third party, such access must meet the Minimum Requirements set out by TCS. However, *Customer acknowledges that the quality of the internet connectivity may affect the performance of the TCS service.*

4. Project Scope

Site Survey: Customer agrees to provide accurate and true information with respect to the site and provide TCS access, if required, for a site survey. TCS will not be responsible for assumptions made based on false or misleading information provided by the Customer. Prior to Cutover, TCS will provide, if applicable, a description of any Minimum Requirement not met by the Site in order for Customer to prepare the Site for the Service. Customer is responsible to ensure the site or facility meets the Minimum Requirements. **Installation:** Unless otherwise provided in the Service Order, TCS will provide remote assistance to Customer during Customer's self installation process, subject to the terms of this Agreement, which will include instruction in on-site set up of any CPE, including phone sets, to enable the TCS services to achieve Cutover.

5. Support

Subject to the terms of the Agreement, TCS will provide support services for the Solution at the Site during the Initial Term as follows. Customer may elect to renew such support service during the Renewal Term at TCS's then current list prices for such:

(i) Hours of Coverage

- Service (after initial installation) will be provided during normal TCS business hours (8:00am - 4:30pm Mon-Fri) with REMOTE support only
- On-Site support is not included, but can be purchased at normal TCS labor rates.
- Service requested outside of normal TCS business hours will be billed at TCS labor rates.
- Any On-Site support will incur labor & trip charges.
- Non-TCS equipment is not covered under this contract.

(ii) Parts Replacement

(a) TCS will provide depot replacement of defective parts and materials supplied by TCS under this Service Order. Where the TCS-supplied Hardware is determined to be the cause of the issue, TCS will respond with drop ship support during local business hours (8:00am to 4:30 pm Monday to Friday excluding statutory holidays). The defective Hardware will be



shipped by the close of the next business day after determination that replacement is required by the TCS remote technical support representative. Customer is required to return the defective phone set to TCS within 30 days of replacement, failing which TCS will invoice the customer for the phone set. For an additional fee, Customer may request TCS provide additional professional support services or on-site support. Upon request, TCS shall provide Customer a quote for such additional services.

Non-covered Incidents, including but not limited to the following, for which Customer will be required to pay a fee based on time and materials:

1. Site visits for any reason are NOT covered under this agreement and are billable at normal TCS labor rates.
2. Site visits arising from changes by Customer to the hardware interconnection of the router, or analog gateway devices after installation by TCS at Customer's Site;
3. Issues associated with Customer's LAN environment or portions of the network infrastructure not provided by TCS.
4. Site visits to repair Customer Hardware that has failed due to physical damage;
5. Site visits to repair cabling not installed by TCS;
6. Site visits requested by Customers where no fault is found by TCS.

Training

TCS agrees to provide Customer with administrative and end user guides to enable Customer to take advantage of the System features. REMOTE support is included and can be utilized for training purposes.

End of Contract

At the end of the 36 month contract customer has three options:

1. Discontinuance of services - Returns equipment to TCS. Must sign Discontinuance Form
2. Continue service under present Terms & Conditions at a reduced rate of \$2.00 per phone. Must sign new contract (24 month minimum).
3. Upgrade phones to latest releases. Must sign new contract (36 months).

Appendix C: TCS Change Order and/or Additional Services Authorization

Should a change order be required, customer responsibility is to call the TCS call center at 573-634-3339, option 3 to request such change. TCS will initiate a change order to be given to the customer for approval, after which time the change order will be scheduled.

APPENDIX D - Terms Conditions

everblü Licensing	Basic w/o VM - T42 \$14.99	Basic w VM - T42 \$17.99	Essentials T42 free \$23.99	Premier T46 \$33.99	Elite T48 \$37.99	Elite w/CR T48 \$41.99	Agent Bundles (get quote)
	Bundle Pricing Breakout for Appendix D (Terms & Conditions)						
Business Endpoint (user license)	\$ 6.50	\$ 8.60	\$ 12.74	\$ 16.34	\$ 21.77	\$ 21.77	
Yealink T42	\$ 4.72	\$ 4.72	\$ -				
Yealink T46				\$ 7.15			
Yealink T48					\$ 9.72	\$ 9.72	
Yealink Powercord	\$ 0.48	\$ 0.48	\$ -	\$ 0.50	\$ 0.50	\$ 0.50	
Yealink SIP Device Warranty (for free phones)			\$ 1.25				
e911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mobile App (requires use of personal cell phone)			\$ -	\$ -	\$ -	\$ -	
Unlimited Minutes	\$ 2.89	\$ 3.29	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
Call Forwarding			\$ -	\$ -	\$ -	\$ -	
Call History		\$ -	\$ -	\$ -	\$ -	\$ -	
Call Hold		\$ -	\$ -	\$ -	\$ -	\$ -	
Call Park		\$ -	\$ -	\$ -	\$ -	\$ -	
Call Pickup		\$ -	\$ -	\$ -	\$ -	\$ -	
Call Transfer		\$ -	\$ -	\$ -	\$ -	\$ -	
Do Not Disturb			\$ -	\$ -	\$ -	\$ -	
Intercom			\$ -	\$ -	\$ -	\$ -	
Last Number Redial			\$ -	\$ -	\$ -	\$ -	
Music on hold (default)		\$ -	\$ -	\$ -	\$ -	\$ -	
Voicemail box		\$ -	\$ -	\$ -	\$ -	\$ -	
Voicemail to email via SMTP forwarding			\$ -	\$ -	\$ -	\$ -	
User DID (direct inward dial)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Call Path			\$ -	\$ -	\$ -	\$ -	
Call Recording (\$3.99 <i>per user/per month</i> - available as an add-on to any user package)						\$ -	
Conference Bridge (available as line item purchase)							
Voice to Text (\$4.99 <i>per user/per month</i> - available as an add-on to any user package)							

Per Section 4.a (Termination General) in the Terms & Conditions: "In the event that event TCS elects to terminate this Agreement during the Initial Term, Customer shall continue to reimburse TCS monthly for the cost of the Hardware over the remaining months of the Initial Term, according to the prices allocated to the Hardware in Appendix D, or as such fees are updated by TCS from time to time ("Monthly Hardware Fees")."

The chart above lists the breakdown of each user seat, including the portion allotted to the Hardware mentioned in Section 4.a (multiplied by the amount remaining in contract). In the event that you have purchased an Essential User Seat, you will be responsible for the cost of the T42 as lined out in the T42 "Basic" bundle line items.

Things You will Need to Do:

everblü Cloud Customer Installation Responsibilities

Order Validation

- Please be responsive when the everblü Cloud Services Implementation Specialist completes the initial implementation call to review critical timelines, system setup and service delivery process with you.
- It is critical that the site contacts listed on the order are knowledgeable about your local area network (LAN) and telecommunications infrastructure.

Verify that your LAN is Voice-ready for everblü Cloud

- For maximum voice quality, it is recommended that you have a LAN that supports quality of service or QoS/Priority Queuing or that you set up a voice and data VLAN.
- Implementation of managed switches at each service location is recommended instead of hubs or unmanaged switches.
- To reduce the likelihood of service-related issues, please confirm that your routers support QOS/Priority Queuing. The routers will help ensure that enough bandwidth can be allocated and prioritized to handle VoIP and internet traffic.
- Bandwidth, as well as LAN congestion, may affect the quality of service with new VoIP services. Upgrading or extending the Network to accommodate the demands of data and voice traffic might be required.

Miscellaneous Phone Lines

- It is the customer's responsibility to verify that any alarm lines, fax lines or other emergency lines are operational once the everblü Cloud service is installed, AND to ensure Internet is NOT riding in on a line that will port to everblü prior to TCS submitting a port request.
- If ATA devices or additional ATA devices are required to support these lines; please consult the everblü Cloud Services Support Specialist Team.
- Credit Card Lines may not be ported.
- Fax Lines may not be ported unless to Hosted Fax.

Disconnection of existing services

- It is the customer's responsibility to cancel service with previous providers; everblü Cloud Services cannot disconnect service from a previous service provider. Please speak with your TCS Support Representative to understand the best time to cancel.

System Design and Implementation

- It is imperative that you fill out and provide accurate information to the TCS Support Representative for each location being set up. This information must be provided to the TCS Support Representative before any orders can be generated for your system installation.
- You must provide your private IP address range, client DHCP server details, client firewall details and public IP address of client internet router/ modem along with other key items as requested by the TCS SUPPORT REPRESENTATIVE.

E911 Service

- Warning: everblü Cloud E911 service may not function in the event of a broadband connection failure or loss of electrical power.

LNP/Existing Phone Numbers

- If everblü Cloud Services is moving existing phone numbers (LNP) from a previous communications provider to the everblü Cloud service, please confirm that all numbers are listed and billing is under the same customer name as notated on the agreement and a complete and accurate list of all existing numbers to be converted to the service are provided. If for any reason numbers listed under a different name are porting, the customer will be required to LNP those numbers to the correct name before they can be added to the everblü Cloud service.
- When transferring (LNP) numbers from a previous provider, issues may arise that are beyond everblü Cloud Services control. To help prevent these circumstances as well as any unexpected billing from the previous service provider, please verify that all telephone numbers and names of providers are provided to the everblü Cloud SUPPORT REPRESENTATIVE.
- everblü Cloud Services is not responsible for additional billing by the current provider.
- Call White Pages directory to ensure you're listed.

everblü Cloud Integration on Client Site

- Unless on site installation services are purchased from TCS, all local network configuration and support is carried out by the customer or their IT professional. everblü Cloud Services will provide guidance as required.
- everblü Cloud Services can provide additional professional services to help with any customer-related LAN or equipment issues if needed along with comprehensive monitoring services. These services are available at an additional cost from TCS.

everblü Cloud Recommended Bandwidth

- One of the most important factors to consider when moving your voice to the cloud is proper voice network capacity planning. Within capacity planning, bandwidth calculation is an important factor to consider.
- everblü Cloud Services recommends 100 Kbps per simultaneous call paths for maximum voice quality. Configurations may be available requiring less bandwidth per call but voice quality may be impacted.

ISP Connectivity

- In the event you are utilizing a third party circuit, see terms as defined in the "everblü Cloud Service Level Agreement" (Appendix B, sect 3).
- You acknowledge that your site(s) are equipped with connectivity outside of TCS's network and you agree to contact your IT professionals and connectivity provider to resolve any related Voice Quality issues.

Customer Acknowledgement – I understand my company's responsibilities. My signature indicates my understanding and acceptance of these customer installation responsibilities.

Company Name _____

Signature _____

Printed name _____

Title _____ Date _____





VoIP E911 DISCLOSURE NOTICE



Description: VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services.

911 service: Because of the unique nature of VoIP telephone calls, emergency calls to 911 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 911 emergency calls, and you hereby acknowledge and understand the differences between traditional 911 service and VoIP calls with respect to 911 calls placed to emergency services from your account as described below.

Placing 911 calls: When you make a 911 emergency call, the VoIP service will attempt to automatically route your 911 call through a third-party service provider to the Public Safety Answering Point (“PSAP”) corresponding to the address of record on your account. However, due to the limitations of the VoIP telephone services, your 911 call may be routed to a different location than the one that would be used for traditional 911 dialing. For example, your call may be forwarded to a third-party specialized call center that handles emergency calls. This call center is different from the PSAP that would answer a traditional 911 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call center.

How your information is provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, **WHEN MAKING A 911 EMERGENCY CALL, YOU MUST IMMEDIATELY INFORM THE DISPATCHER OF YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT)**. If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

Correctness of information: **YOU ARE RESPONSIBLE FOR PROVIDING, MAINTAINING, AND UPDATING CORRECT CONTACT INFORMATION (INCLUDING NAME, RESIDENTIAL ADDRESS AND TELEPHONE NUMBER) WITH YOUR ACCOUNT.** If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.

Disconnections: You must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

Connection time: For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.

911 calls may not function: For technical reasons, the functionality of 911 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

Failure of service or your service access device - if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 911 emergency calls; and changing locations - if you move your system access equipment to a location other than that described in your account information or otherwise on record with Towner Communication Systems, dba TCS.

Alternate services: If you are not comfortable with the limitations of 911 emergency calls, TCS recommends that you terminate the VoIP services or consider an alternate means for accessing traditional 911 emergency services.

Inform other users: You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP services of the nature and limitations of 911 emergency calls on the VoIP services as described herein.

TCS	Customer:
Principal Place of Business:	Principal Place of Business:
2511 B. Industrial Dr. Jefferson City, MO 65109	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

TCS

Privacy Policy of <https://www.calltcs.com/>

Privacy Policy

Effective date: August 30, 2018

TCS ("us", "we", or "our") operates the <https://www.calltcs.com/> website (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. This Privacy Policy for TCS is powered by [FreePrivacyPolicy.com](https://www.FreePrivacyPolicy.com).

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://www.calltcs.com/>

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number

- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

Use of Data

TCS uses the collected data for various purposes:

- To provide and maintain the Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer care and support
- To provide analysis or valuable information so that we can improve the Service
- To monitor the usage of the Service
- To detect, prevent and address technical issues

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your use of the Service followed by your submission of such information represents your agreement to that transfer.

TCS will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Legal Requirements

TCS may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of TCS

- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While TCS uses Industry Standard and Commercially acceptable means to protect your Personal Data (multi-layered security, encrypted storage, DR restoration and recovery plans as well as routine monitoring for intrusion) we cannot guarantee its absolute security.

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

- **Google Analytics**

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service is not directed to anyone under the age of 18 ("Child").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from a Child without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By visiting this page on our website: <https://www.calltcs.com/contact/>
- By phone number: 1.866.225.5827

<https://www.freeprivacypolicy.com/privacy/view/b3310b20ee775bd405d63099a6bb8e35>