

This Master Services Agreement (“Agreement”) is made and entered into by and between Towner Electronics, Inc. d/b/a Towner Communication Systems, a Missouri corporation (hereinafter “TCS” or “Supplier”) with its principal place of business at 2511B Industrial Drive, Jefferson City, Missouri 65109, and [QuoteToCustomer.AccountName] (hereinafter “Customer”). (Each sometimes referred to as a “Party” or collectively as “Parties.”) This Agreement is effective on and as of the date of execution by the last signing Party (the “Effective Date”) and sets forth the General Terms and Conditions whereby Supplier agrees to provide services to Customer. This Agreement is part of a Quote TCS has provided to Customer. To the extent any Term or Condition in this Agreement conflicts with any Term or Condition in the Quote and any related service document(s), the Term or Condition in the Quote will control.

GENERAL TERMS AND CONDITIONS

1. Solution. Hardware and/or Software purchased or used by Customer under this Agreement may be collectively referred to as the Solution (“Solution”). 2. Term. Unless terminated in accordance with Section 3 below, this Agreement and each Quote are effective as of the date such is 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 Quote (“Initial Term”). Thereafter, this Agreement shall renew at the end of the Agreement term in accordance with Section 3 below (“Initial Term” together with any “Renewal Term”, are referred to as the “Term”). 3. 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, 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 or Renewal Term multiplied by Customer’s monthly rate as set out in the Quote. 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 or Renewal Term, Customer shall continue to reimburse TCS monthly for the cost of the Hardware over the remaining months of the Initial or Renewal Term, according to the prices allocated to the Hardware in Quote, or as such fees are updated by TCS from time to time (“Monthly Hardware Fees”). In the alternative, Customer may, in the sole discretion of TCS, return the Hardware in good working order to TCS and Customer will have no further obligation to reimburse TCS for the cost of the Hardware. 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) Reduction in Service(s) – Customer agrees that upon installation completion, Customer may increase service(s) as necessary, but may not decrease service(s) beyond the originally signed Quote. Reduction of service(s) below what was originally installed may incur an early Termination Fee. (c) 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 also be deemed in Default if a bankruptcy or insolvency proceeding is filed by or against Customer or if Customer 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 in the event Customer is in default of its payment obligations. In the event TCS terminates this Agreement for Default during the Term, Customer shall continue to reimburse TCS monthly for the cost of the Hardware over the remaining months of the Initial or Renewal Term, according to the Hardware Prices. In the alternative, Customer may, in the sole discretion of TCS, return the Hardware in good working order to TCS and Customer will have no further obligation to reimburse TCS for the cost of the Hardware. 4. Substitutions and Subcontracting. TCS may substitute the Hardware or any component thereof with comparable new or remanufactured equipment of equivalent functionality. TCS may subcontract its obligations under this Agreement, but will remain responsible for such obligations. 5. Use. Customer agrees the Solution and associated Services are being purchased or leased for its own use as an end-user (not for resale). Customer certifies that all TCS products, services and technology will be used or installed solely for their intended use. 6. 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. 7. Hardware. If Customer is purchasing the Hardware, title and risk of loss to the Hardware detailed in the Quote shall pass to Customer upon shipment (or onsite installation, if sold as such). 8. 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. 9. 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 has been 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 any Confidential Information. Customer agrees to comply with TCS's Privacy Policy as that Policy currently exists (or as may be updated) on TCS's website (calltcs.com).

10. Indemnification (a) General Indemnification – Each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold the other Party, and its affiliates and their respective officers, directors, employees and agents, harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney’s fees and court costs, arising out of the Indemnifying Party’s (a) negligence or willful misconduct or (b) material breach of any of the terms of this Agreement. The Indemnifying Party’s liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the claim, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim. (b) Indemnification for Infringement – Customer shall, at its expense, indemnify and defend TCS from any claim or action filed 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. 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 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 claim 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. (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 fault or 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 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 10(c)) 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 Customer or any third-party. The foregoing states the entire liability of TCS for any infringement of intellectual property rights.

11. Limitation of Liability. Except for the provisions related to Confidentiality, Software License and the Parties’ 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.

12. Delivery, Cutover and Acceptance (a) Delivery – Upon execution of this Agreement and the Quote, TCS will deliver the Hardware and Software on the date mutually agreed by the Parties. Customer shall self-install the Solution, unless Customer has purchased professional installation services from TCS as evidenced in the Quote. (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 after the 15th of the month receive half month billing.

13. Payment. (a) Payment Schedule and Terms – Unless otherwise agreed by TCS, all Services shall be billed one month in advance and be due (i) immediately upon billing for upfront fees detailed in the Quote; and (ii) at the beginning of each month during the Term (“Payment Due Date”). TCS reserves the right to apply a re-stocking fee for any items returned once a quote has been accepted. If the form of

payment is by credit card, a processing fee may be added to the Quote amount. If the form of payment is by bank draft, TCS will draft Customer's account within five (5) days of the invoice date. (b) Payment Default – 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 or lease 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 thirty (30) days prior written notice to cure and/or (ii) suspend delivery of any products or performance of any service 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. 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.

14. 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 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; and (ii) Hardware Warranty – For the Term of the Agreement 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 Period. Any part removed shall become the property of TCS. Replacement items will be shipped to Customer as soon as possible after the issue is reported to TCS. (c) Exceptions to the Warranty – The Software and Hardware warranties detailed 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 may be entitled to cure the breach by removal of such products within a reasonable period if TCS, in its sole discretion, agrees. The Software and Hardware Warranties exclude Customer-supplied parts and expendable or personal use items such as batteries, headsets, cabling, switches, or non-TCS equipment. The foregoing Warranties 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 WARRANTIES STATED HEREIN. 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.

15. 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 deem 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 with 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.

16. **Publicity.** Each Party agrees not to make any 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.

17. **Non-Solicitation.** Customer agrees that during the Term of this Agreement and for one (1) year thereafter, it will not, directly or indirectly, solicit or induce any TCS employee that has interacted with Customer or has been involved, directly or indirectly, in the performance, review and/or acceptance of the Services, to consider or accept employment with Customer.

18. **Miscellaneous.** (a) **Relationship of the Parties** – The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits. (b) **Third-Party Beneficiaries** – This Agreement is entered into by and between, and may be enforced only by, the Parties, and this Agreement shall not be deemed to create any rights in third parties (other than the Parties' permitted successors and assigns and any persons entitled to indemnity hereunder), including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties. (c) **Waiver** – No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. (d) **Headings/Construction** – The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party. (e) **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. (f) **Applicable Law and Jurisdiction** – This Agreement shall be interpreted under the laws of the State of Missouri and any legal action regarding this Agreement shall be brought in the Courts of Missouri. (g) **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. TCS may assign this Agreement, in whole or in part, without approval of the Customer. TCS will notify the Customer of any such assignment. TCS may also, without Customer's approval, sub-contract any or all of TCS's work under this Agreement. (h) **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, health emergencies, such as epidemics or pandemics, 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 shall deliver the performance as soon as commercially practicable. (i) **Severability** – In the event a provision contained herein is for any reason 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. (j) **Entire Agreement** – This Agreement, together with the Quote, expresses the entire agreement of the

Parties and supersedes any prior agreement or negotiation between the Parties. There is no other understanding or agreement, including any requests for proposal of Customer and responses of TCS, or Purchase Orders issued in support of this Agreement, that in any way limits, extends, defines or relates to this Agreement. Customer acknowledges and agrees that this document, which includes the Quote, is intended to contain only this Agreement in effect on the Effective Date. (k) 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 the signature blocks of this Agreement. (l) 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. 19. Taxes & Fees. Customer agrees to pay, when due, all taxes and fees relating to this Agreement, per applicable state and federal laws. 20. Insurance. Customer agrees to make all payments, when due, under this agreement regardless of the cause of physical damage loss to the equipment. Customer agrees to maintain, at its expense, a general public liability insurance policy, which insurance shall name TCS as an additional insured, covering both personal injury and property damage, from a provider who is acceptable to TCS and to provide TCS, on request, with certificates or other evidence of insurance acceptable to TCS. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, Customer agrees that such insurance proceeds shall be paid to TCS to the extent of Customer's purchase or lease obligations under this agreement.

Description of Services

TCS will provide the Solution and Services to Customer as detailed in Quote. Note that the prices reflected in Quote do not reflect local, state or federally mandated fees, surcharges, regulatory fees and/or taxes and do not include cabling unless explicitly stated. If Customer elects to provide their own broadband access, it MUST meet certain Minimum Requirements. (See Customer Responsibilities section) Customers have an obligation to provide a designated contact. In addition, such designated contact shall also provide written confirmation of receipt of the equipment and written confirmation cutover has taken place. 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. Implementation shall include one (1) single continuous phase, unless a "multi-phased" implementation (purchasable option) is requested and detailed in Quote. In the event a multi-phased cutover is requested, additional charges will apply. Written requests in the form of a Change Order, for 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. TCS is proud to offer the items in this quote. If labor is shown, the services to be performed will be set forth in a scope-of-work to be mutually agreed between us. This scope of work may be shown in this quote, or in a separate document. Please note that TCS will install, alter or repair premises wiring only if explicitly provided for in that scope-of-work. TCS reserves the right to process a 15% restocking fee for any items returned once this quote has been accepted. We can collect any amounts due even when installation or delivery is delayed because You, Your assignees, contractors or agents have not performed. IF your form of payment is credit card, a processing fee of up to 3.25% MAY be added. If you are paying by bank draft, this approved quote will serve as your notification of the additional drafted amount, plus applicable taxes. TCS will draft your account within 5 days of your invoice date. We are not responsible for conditions on the telephone or data carrier's side of the interface equipment at Your premises (the DEMARK), nor for the timely provision of suitable service by them. You are responsible for making all arrangements with the carriers and You will pay all tariffs and other charges with associated with that service. If we are performing installation services, we will need reasonable access to Your premises. You will allow our employees or agents such access at all hours consistent with the requirements of the installation. You are responsible for making the premises suitable in all respects, including all temperature and humidity control, dust conditions, etc. as required in the applicable equipment specifications. Your premises must be dry and not injurious to our employees or agents. You will provide all necessary openings and ducts for cable and conductors. You will provide suitable electrical service and metallic ground or grounds as required. In addition, You will provide for the termination of any existing service agreement with the local telephone utility and for removal of any existing equipment and cable as required. You will be responsible for providing secure and easily accessible storage space near where the equipment will be used, and also for secure storage of tools. You will provide conduit systems as required by federal, state or local codes. 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, always, the minimum requirements for the Services ("Minimum Requirements") and Fair Use Policy.

Customers acknowledge 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. Basic Service: TCS will provide Customer the everblü 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)

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.

Additional Services: Where detailed on the Quote, 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, Video, 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 purchasable option. 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 or (ii) a new Quote. 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. TCS will designate a Systems Implementation Specialist prior to installation. The everblü 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. 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. 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. 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 Quote or 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. 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. 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. 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. Customers are 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: Site visits for any reason are NOT covered under this agreement and are billable at normal TCS labor rates. 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; Issues associated with Customer's LAN environment or portions of the network infrastructure not provided by TCS. Site visits to repair Customer Hardware that has failed due to physical damage; Site visits to repair cabling not installed by TCS; Site visits requested by Customers where no fault is found by TCS. 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. At the end of the 36 month contract customer has three options: Discontinuance of services - Returns equipment to TCS. Continue service under present Terms & Conditions at a reduced rate and must sign new contract (24 month minimum). Upgrade phones to latest releases and must sign new contract (36 months).

Customer Responsibilities (Minimum Requirements)

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. 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. 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. 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. 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. Warning: everblü Cloud E911 service may not function in the event of a broadband connection failure or loss of electrical power. 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. 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. 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. In the event you are utilizing a third party circuit, such access must meet the Minimum Requirements set out by TCS. 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.

This Agreement is executed as dated below.