

SkyVoice Contact Center as a Service (“CCaaS”) Product Schedule (SkyVoice Contact Center Pro & SkyVoice Contact Center Elite)

This SkyVoice CCaaS Product Schedule (this “**Schedule**”) between **Segra**, as defined in the Service Order, and the entity purchasing any of the SkyVoice Services (as defined below) (“**Customer**”) is effective immediately upon Customer’s initial use, order or purchase of the SkyVoice Services and is issued pursuant to and incorporates by reference the terms and conditions of the Service Order (the “**Service Order**”) by and between Segra and Customer.

By ordering the SkyVoice Services, or using the SkyVoice Services, Customer accepts this Schedule and agrees to be bound by all of the terms and conditions of (i) the Service Order; and (ii) this Schedule.

This Schedule includes the terms and conditions governing Segra’s SkyVoice Contact Center Pro and Contact Center Elite Services and certain product and management features or advanced features which may be offered at additional costs, and which Segra, in its sole discretion, may add, modify, or delete from time to time.

Segra’s SkyVoice Contact Center Pro and Contact Center Elite Services are not a regulated telecommunications service. Note that Customer’s acceptance of the Service Order also constitutes Customer’s acceptance of this Schedule, as well as the Product Schedules for any other Segra SkyVoice offerings Customer purchases. Customer’s acceptance of such terms is a necessary precondition before Customer can receive the SkyVoice Services described by this Schedule.

All capitalized terms in this Schedule shall have the same meaning as set forth in the Service Order, unless defined herein. In the event of a conflict or inconsistency between the terms of the Service Order and the terms of this Schedule, this Schedule shall supersede and govern.

Certain of the SkyVoice Services incorporate or otherwise use artificial intelligence (“**AI**”) features and/or technology. AI-based technology is subject to a number of risks that users should fully understand and consider before activating or using any AI-based features or services. Segra has made available a SkyVoice Services Artificial Intelligence Policy (the “**AI Policy**”), which describes many of such risks and is available at www.segra.com/legal/product-schedules. The terms of the AI Policy, as it may be amended and updated from time to time, are hereby incorporated by reference into, and made a part of, this Schedule (including, without limitation, Section 3 of the AI Policy, which identifies specific AI-based services and features that may be incorporated or otherwise used by the SkyVoice Services described in this Schedule).

Definitions. For the purposes of this Schedule, the following definitions apply:

“**Access Information**” means information that, alone or together with other information, can provide access to any portion of Customer’s Account, including but not limited to Customer’s Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Customer’s Access Information will include any similar information for each of Customer’s Contact Center Agents.

“**Account**” means the account created with Segra in connection with this Schedule that relates to Customer’s purchase or subscription to and use of SkyVoice Services by Customer and Customer’s Contact Center Agents.

“**BAA**” means a Business Associate Agreement which is a written arrangement that specifies each party’s responsibilities with respect to Personal Health Information (“**PHI**”) under the Health Insurance Portability and Accountability Act (“**HIPAA**”) that require Covered Entities (as such term is defined under HIPAA) that electronically transmit any PHI to only work with Business Associates (as such term is defined under HIPAA) that commit to comply with the applicable requirements under HIPAA.

“**Contact Center Agent**” means any of Customer’s employees, consultants or independent contractors to whom Customer grant permission to access the SkyVoice Services in accordance with Segra’s entitlement procedures.

“**Contact Center Agent License**” means the type of concurrent license(s) purchased to authorize Contact Center Agents to log in to the SkyVoice Contact Center Pro and Contact Center Elite Contact Center as a Services (“CCaaS”) agent software and to use the SkyVoice Services included with such license.

“**Content**” means the audio and visual information, documents, software, products and services contained or made available in the course of using the SkyVoice Services.

“Data” means any data, information, reports, logos, brands and brand identification, trade names, trademarks, domain names, service marks, graphics or material provided or submitted by Customer to Segra in the course of using the SkyVoice Services. It also includes any call recordings generated through expected use of the SkyVoice Services.

“Documentation” means the specifications and operating manuals of the SkyVoice Services and other printed materials that may be provided to Customer.

“Platform” means the equipment, operating system, servers and network environment on and with which the SkyVoice Services are hosted by Segra and additions or replacements to the foregoing which may be determined by Segra from time to time.

“Segra Parties” means Segra’s officers, employees, agents and representatives; Segra’s affiliates (including parents and subsidiaries), vendors, licensors and partners; and their respective officers, employees, agents and representatives.

“SkyVoice Services,” as used in this Schedule, means the Segra SkyVoice Contact Center Pro and Contact Center Elite suite of products also known as SkyVoice CCaaS (Contact Center as a Service).

“SpinSci” means SpinSci Technologies LLC which offers certain services that are resold by Segra, including the Patient Notify™, Patient Assist™, Patient Engage™, Patient Comply™ and Patient Register™ products.

“Use” means to utilize, run, store, operate or display the SkyVoice Services.

1 Use and Restrictions.

1.1 Use of the Services. Customer shall not (i) license, sub-license, sell, rent, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the SkyVoice Services or Content in any way (other than as necessary in connection with permitted resales of the SkyVoice Services under Segra’s reseller program); (ii) modify or make derivative works based upon the SkyVoice Services or Content; (iii) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or marking to the SkyVoice Services, nor add any other notices or markings to the SkyVoice Services or any portion thereof; (iv) access the SkyVoice Services (a) for benchmarking or competitive purposes (including without limitation building competitive products or services), (b) in order to build a product using similar ideas, features, functions or graphics of the SkyVoice Services, or (c) in order to copy any ideas, features, functions or graphics of the SkyVoice Services; or (v) reverse engineer the SkyVoice Services. Customer may not access the SkyVoice Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Segra’s prior written consent. Customer may not access the SkyVoice Services if Customer is a direct competitor of Segra, without Segra’s prior written consent pursuant to a separate written agreement.

1.2 Changes to Toll-Free Port Orders. Changes to toll-free port orders are not supported once submitted. Cancels of toll-free porting orders are entirely the responsibility of Customer or Customer’s Agent/representative to arrange with the current service provider.

1.3 On-Site Requirements. To the extent not provided by Segra, Customer is responsible for all aspects of Customer’s working environment and of the access connectivity (Internet connectivity and local area network) they provide with respect to any quality of service issues to which they may contribute. Should Customer encounter material quality of service issues with Customer’s SkyVoice Service which are not related to Customer’s working environment or to the access connectivity provided by Customer, but rather are attributable to the network or software provided by Segra, then Segra will use commercially reasonable efforts to remedy those issues. Should reported quality of service issues be determined to be a result of Customer’s provided access connectivity or of Customer’s working environment, then Segra will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, Customer will remain responsible for its repair and will be held to the contracted commitments as executed.

1.4 Interruptions. Access to Segra’s Platform and the SkyVoice Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Segra will not be liable if the SkyVoice Services are unavailable to Customer due to circumstances beyond the control of Segra, including without limitation equipment malfunctions or human errors (the “**Interruptions**”). Without limiting the foregoing, Segra shall not be liable for any Interruption caused by (a) the failure of any service or facilities provided by Customer or any party other than Segra (including without limitation any telecommunications carrier or Internet service provider); (b) the negligence or willful act or omission of Customer or Customer’s employees, agents or others for whom Customer are legally responsible by law; or (c) any improper use of the SkyVoice Services by Customer or any of Customer’s Contact Center Agents.

1.5 Security of Access Information. Customer is responsible for maintaining the confidentiality of any Access Information used to access the SkyVoice Services and/or Platform. Customer shall notify Segra immediately of any unauthorized use of any Access Information or Segra account or any other known or suspected breach of security.

1.6 Rights to Use Data. Customer represents that Customer has, and will at all times during Customer's use of the SkyVoice Services continue to have, the right to provide Customer's Data to Segra, including, but not limited to, obtaining applicable consents from identifiable individuals, in connection with using the SkyVoice Services pursuant to this Schedule.

1.7 Breach of this Schedule. A breach of Customer's obligations or commitments under this Schedule, including without limitation a breach of SpinSci's Terms of Use (the latest version of which is available at <https://spinsci.ai/eula.html> if Customer purchases the SpinSci service in connection with Customer's purchase of Segra's SkyVoice Service, constitutes a material breach of the Service Order.

2 Fees, Billing, Taxes and Charges

2.1 Fees. Fees are non-refundable. Segra may charge a reactivation fee to renew SkyVoice Service for Accounts that have been suspended for non-payment or terminated by Customer.

2.2 Advance Payment and Deposits. Activation and monthly recurring charges are billed in advance. Usage and long distance charges (to the extent applicable) are billed in arrears.

2.3 Fair Use and Other Limitations on Usage.

a. "Fair Use" means that (i) with respect to calling plans, the combined number of outbound minutes plus local inbound minutes or (ii) with respect to messaging plans, the combined number of outbound messages plus inbound messages, in either case does not substantially exceed, in Segra's reasonable judgment, the average use of all other Segra customers as measured on a per Contact Center agent basis.

b. Fair Use assumes that, for any service packages or bundles that include outbound calling to Alaska and/or Hawaii, outbound long distance traffic to those destinations cannot, in aggregate, exceed one percent (1%) of the total Outbound Long Distance traffic in any calendar month; otherwise, all outbound long distance traffic to Alaska and Hawaii in such month may be subject to a price premium of up to \$2.50 per minute, at Segra's sole discretion.

c. Certain outbound dialing functions, such as (i) Dynamic Notification and (ii) SWAT message blasts, may be limited in volume based on Segra's system, network and infrastructure capacity.

d. Fair Use assumes that Interactive Voice Responses (IVRs) are built and used with the purpose of queueing calls and logging in agents to manage those activities.

2.4 Taxes. Unless Applicable Law or changes in Applicable Law require otherwise, applicable taxes, governmental fees, surcharges and assessments for the SkyVoice Services (to the extent that Segra is handling the applicable taxes, governmental fees, surcharges and assessments) shall be applied based upon the jurisdiction in which the SkyVoice Services are primarily used ("**Place of Primary Use**"), and Customer and Segra agree that the primary business street address Customer designate on an Account for purposes of this Schedule shall also be the Place of Primary Use for determining applicable taxes for all charges on the applicable Customer Account.

3 Use of the Services.

3.1 Business Use. Customer will use the SkyVoice Services for Customer's own internal business, non-personal use. Customer will not allow any third party, including Customer's vendors and service providers, to access or use the SkyVoice Services (provided that this limitation does not apply to business process outsourcing (BPO) functionality that allows for a third party to log in to a web application as an external user solely to perform, for Customer and as Customer's representative, Contact Center Agent activities or monitoring activities with respect to the SkyVoice Services). For the avoidance of doubt, Customer agrees that Customer will not use the Services for residential purposes.

3.2 Restricted Activities. Customer will not use the SkyVoice Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the SkyVoice Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the SkyVoice Services, other accounts, computer systems or networks connected to the SkyVoice Services, through password mining or any other means; (g) to harass or to interfere with another user's

use and enjoyment of the SkyVoice Services; (h) unlawfully record conversations in violation of applicable law; (i) to make calls that are not between individuals (e.g., automated calls are not permitted); or (j) in a manner deemed by Segra to be inappropriate.

3.3 Segra's Hosted Contact Center Service Integration with Segra's Unified Communications Service. Customers purchasing the Express version of Segra's SkyVoice CCaaS are required to also purchase Segra's SkyVoice Unified Communications Service ("SkyVoice UCaaS"), as the Express version of Segra's CCaaS does not function independently of Segra's UCaaS.

3.4 Call Recording Features. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the Service Order, Customer agrees and acknowledges that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between federal and state jurisdictions, and between state jurisdictions, and locally. Customer agrees that Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using call recording features. Customer must also abide by all applicable international laws, rules and regulations. Segra expressly disclaims all liability with respect to Customer's recording of conversations. Customer hereby release and agree to hold harmless the Segra Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the SkyVoice Services. Customer should carefully review Customer's particular circumstances when deciding whether to use the recording features of the SkyVoice Service, and it is Customer's responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable federal, state or local laws. The Segra Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by any Contact Center Agent, whether legal or illegal. The call recording feature is intended for single person use only. Segra reserves the right to disconnect or modify Customer's service plan if Segra determines, in its sole and absolute discretion, that Customer's usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the SkyVoice Services.

In some states, Customer is required to obtain consent from all parties to record a phone call. As a result, Customer may need to inform Customer's employees and third parties whom Customer calls through the SkyVoice Services that their calls are being recorded. Third parties will receive an automated announcement indicating that the call is being recorded only when they call Customer. Customer is responsible for obtaining any and all legally-required consents when Customer makes a call with call recording enabled. Customer should consult with an attorney prior to recording any call. The information above does not constitute legal advice.

3.5 Caller Identification Services ("CNAM").

a. Outbound CNAM is available upon request, although Segra reserves the right to provide a default name which will typically be either the name of the enterprise account or the billing contact for the SkyVoice Services, as provisioned in Segra's systems as of the date that the CNAM order is entered. Segra may modify the name submitted to meet regulatory and/or third-party vendor requirements. Upon request, Segra may modify the CNAM in a manner consistent with relevant law, and charges may apply. If Customer prefers for Customer's number not to be displayed, Customer must request initiation of the privacy indicator on Customer's account. Segra is not responsible for CNAM not operating properly as Segra, as all providers in the industry, relies on third-party databases and provisioning by the carrier or other provider that terminates the call to the called party. Segra has no control over such third parties.

b. Segra's SkyVoice Service provides customers with the ability to customize their own CNAM information, including the name and phone number presented to the recipient of the call. This feature allows customers to configure their CNAM data so that all calls from their organization to present a uniform company name and callback number. Customer is responsible for (i) using this feature in a manner that complies with all applicable laws and (ii) obtaining any and all necessary consents in connection with any names and phone numbers that Customer uses in Customer's customized CNAM data. Customer is prohibited from using another person's or entity's name or phone number in Customer's customized CNAM data without such other person's or entity's consent. In the event of any claim made or action filed related to Customer's unauthorized use of another person's or entity's name or phone number in Customer's customized CNAM data, Customer shall defend and hold harmless Segra for all liabilities and damages suffered by Segra as a result of said claim or action.

3.6 "Hold" Music. Customer represents to Segra that, to the best of Customer's knowledge, any and all Hold Music provided by Customer to Segra for the purpose of uploading to the SkyVoice Service is (a) not in violation of any third parties' patent, trademark, copyright or service mark rights; (b) is not libelous, obscene or otherwise contrary to the law; and (c) does not violate any third party's right of privacy or publicity; and that no such claims by third parties or the possibility of such a claim has been brought to Customer's attention. Accordingly, in the event of any claim made or action filed for misrepresentation, content, patent, trademark, service mark, or other copyright infringements arising out of the Hold Music provided by Segra at Customer's request, Customer shall defend and hold harmless Segra for all liabilities and damages suffered by Segra as a result of said claim or action.

3.7 Chat Functionality. The chat functionality available through the SkyVoice Services ("Chat Queues") is subject to the following restrictions and limitations:

a. Web Links Not Scanned. Segra Chat Queues allow users to share URLs or other forms of web links with one another via chat. However, Segra does not scan such URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, “**Harmful Content**”). Segra expressly disclaims all liability with respect to any Harmful Content contained in any URL or web link shared between Customer’s Contact Center Agents via Segra Chat Queues. Customer hereby releases and agrees to hold harmless the Segra Parties from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared by or with Customer’s Contact Center Agents via Segra Chat Queues.

b. User Content. Segra does not screen or filter the content of messages, links or attachments sent via Segra Chat Queues (whether for offensive or illegal content, viruses or otherwise), and Segra does not modify any user content sent using Segra Chat Queues. As with all SkyVoice Services, Customer assumes full responsibility and liability for the legal and compliant use of Segra Chat Queues by Customer’s Contact Center Agents. Segra expressly disclaims all liability with respect to any content, links or attachments included by or to Customer’s Contact Center Agents in a Segra Chat Queue message. Message history (for messages sent via the Chat Feature) may be retained by Segra and if available and required by law, for production in connection with legal proceedings in which Customer may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands; however, the Chat Feature does not currently support account administrators’ ability to export message history without Segra support.

c. Service Limitations and Disclaimers. Segra Parties expressly disclaim all liability with respect to any delays in the delivery of messages using Segra Chat Queues, messages that are not successfully delivered, messages that are deleted or lost, or user errors in the use of Segra Chat Queues (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, or unclear or misleading communications due to the chronological/sequential presentation of chat messages). Segra Chat Queues do not support the ability to recall a message once it has been sent.

4 Customer Data and Privacy.

4.1 Segra does not own any of Customer’s Data unless otherwise stated by Segra. Segra will handle Customer’s Data in accordance with the terms of the Service Order, this Schedule, Segra’s Privacy Policy and Applicable Law. Segra may use or disclose such information, including Data, to, among other things, enforce this Schedule; provide, support and bill for SkyVoice Services (including disclosure to third-party vendors and contractors); respond to or monitor technical issues with the SkyVoice Services; satisfy compliance requirements with respect to Segra’s vendors; protect Segra’s rights or property; and protect against potentially fraudulent, abusive or unlawful use of the SkyVoice Services. In addition, Segra may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. Customer, not Segra, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Segra will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. Customer understands and agrees that it will be Customer’s sole obligation to take, and that Customer will take, all measures necessary to protect Customer’s Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the SkyVoice Services.

4.2 In providing the SkyVoice Services, Segra collects and maintains certain Data, known as customer proprietary network information (“CPNI”). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of SkyVoice Services to which Customer subscribes. Customer’s telephone numbers, name and address are not CPNI. Segra may use CPNI without Customer’s consent to provide the SkyVoice Services; for billing and collection purposes; to protect Segra’s rights or property; to protect users from fraudulent, abusive or unlawful use of the SkyVoice Services; or as required or permitted by law. Segra may also use CPNI to offer services to Customer in addition to those that Customer already purchased.

5 Lawful Intercept. Segra intends to fully comply with the Communications Assistance for Law Enforcement Act (“CALEA”) and similar laws. **By using the SkyVoice Service, Customer hereby agrees and consents to Segra’s right, pursuant to lawful request by law enforcement or any Governmental Authority, to monitor and otherwise disclose the nature and content of Customer’s communications if and as required by applicable law, without any further notice to Customer.**

6 SpinSci Services.

6.1 **Special Terms Related to PHI/HIPAA Compliance.** *[This Section 6 is only applicable if Customer purchases the SpinSci services in connection with Customer’s purchase of Segra’s SkyVoice Service.]*

a. The SpinSci services are not included as “Services” or “Segra Services” under the terms of any BAA between Customer and Segra (i.e., the SpinSci services are not covered under Segra’s BAA with Customer).

b. As part of purchasing the SpinSci services, Customer will execute a separate BAA directly with SpinSci to cover the SpinSci services.

c. Segra disclaims any liability or responsibility for any breach or violation by SpinSci under the terms of any agreement between Customer and SpinSci (or any other third party), including without limitation the BAA between Customer and SpinSci, related to the SpinSci services.

d. Customer must ensure that Customer has obtained all necessary authorizations from Customer's customers and users to access their PHI.

6.2 Segra's licensors and vendors are not responsible to Customer for any warranty provided by Segra. Similarly, Segra shall not be responsible to Customer for any breach or violation by SpinSci of the terms of any agreement in place between Customer and SpinSci (including without limitation the BAA between Customer and Segra)

7 Special Terms Applicable to Segra's Embedded Integration of its SkyVoice Service with Microsoft Teams.

7.1 Must Be Combined with Segra's SkyVoice Unified Communications Service. Segra's embedded Contact Center for Teams application (the "**Embedded CC Application**") will only function as intended for Users that have licenses to both Segra's SkyVoice CCaaS and Segra's SkyVoice UCaaS. Customers that purchase only Segra's SkyVoice CCaaS (without Segra's SkyVoice UCaaS) will not be able to install or activate the Embedded CC Application.

7.2 Installation. In addition to the licenses described above, two (2) separate applications must be installed for each User in order for Customer's Embedded Contact Center Integration with Microsoft Teams ("**CC for Teams Embedded Service**") to run properly: (a) the Embedded CC Application; and (b) Segra's Unified Communications for Teams desktop plug-in application (the "**Desktop Plug-In**"), which includes Contact Center capabilities. It is solely Customer's responsibility to ensure that both such applications are successfully installed. Customer's Account administrator must download and publish the Embedded CC Application through the administrative portal and provide access to the Embedded CC Application to all Users on Customer's Account. In addition, each User must download the Desktop Plug-In on their first use of the CC for Teams Embedded Service; otherwise, the User will not be able to use the CC for Teams Embedded Service in Microsoft Teams.

7.3 Third-Party Service Integration Considerations.

a. Risk of Third-Party Blocking. Customer acknowledges that the integration and operation of the CC for Teams Embedded Service depends on the cooperation and continued ability of the CC for Teams Embedded Service to access and integrate with Microsoft systems, APIs and/or services. Segra does not control Microsoft's systems, APIs and/or services. In the unlikely event that Microsoft were to discontinue or materially alter its Teams service or revoke or limit Segra's access to Microsoft's APIs or services, such actions may materially impact the functionality, availability and/or performance of the CC for Teams Embedded Service. If any such event occurs, Segra shall promptly notify Customer of any such event and its potential impact on Customer's services.

b. Presence Delays. Delays may occur in the communication connection between Segra's systems and Microsoft's systems (for example, due to high load on Microsoft's systems). If such delays occur, a User's presence status (in the optional Teams Presence Sync feature within the Embedded CC Application) may not be immediately updated upon joining or departing a meeting or call in Microsoft Teams. During that delay (which is typically in terms of seconds, not minutes), the CC for Teams Embedded Service will not deliver queued calls or messages to the applicable User.