

SkyVoice Unified Communications as a Service (“UCaaS”) Product Schedule (SkyVoice Express, SkyVoice Essentials, & SkyVoice Pro)

This SkyVoice UCaaS 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 agree to be bound by all of the terms and conditions of (i) the Service Order; and (ii) this Schedule including without limitation the provisions binding Customer to buy or use certain CPE (as defined below) as identified in this Schedule.

This Schedule includes the terms and conditions governing direct-dialed Voice over IP (“VoIP”) calling (including as part of Segra’s SkyVoice offerings) and certain calling and call management features or advanced features, including additional 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 and other services.

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 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 Account, including but not limited to Customer 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 Access Information will include any similar information for each of Customer’s Users.

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

“Agent” means a party designated by Segra to provide contract, billing and support services to Customer on behalf of Segra.

“CPE” has the meaning provided for in Section 1.2 of this Schedule.

“Data” means all data submitted by Customer’s Users to Segra in connection with the SkyVoice Services, including all content, material, IP and similar addresses, voice calls, fax calls, software, messages and account information and settings.

“SkyVoice Services” means Voice Services (as defined in the Service Order) that are sold by Segra under the SkyVoice suite of offerings as Sky Express, Sky Essentials, and Sky Pro, including direct-dialed Voice over IP (“VoIP”) calling/Cloud PBX service, fax, conference bridge, chat (i.e., instant messaging), and certain other calling and call management features or advanced features. However, for clarification, the term “SkyVoice Services” as defined for purposes of this Schedule does not include (a) Segra’s SIP Trunking service, and (b) Segra’s SkyVoice Contact Center as a Service (“CCaaS”) offerings, and (c) Segra’s Online Meeting video conferencing or ShareSync backup and file sharing services that are delivered as part of Segra’s SkyVoice Sky Express, Sky Essentials, and Sky Pro offerings (for further information regarding the terms of such excluded offerings, please refer to the applicable Product Schedules and other documentation found at www.segra.com/legal/product-schedules.)

“Third-Party Service” means any service or product offered by a party that is not Segra.

“User” means any of Customer’s employees, consultants or independent contractors to whom Customer grants permission to access the SkyVoice Services in accordance with Segra’s entitlement procedures. A subscription licenses may not be “shared” or

used by more than one named individual at any given time; however, a single subscription user license may be reassigned from one User to a different User (by removing the subscription license from the first User and assigning it to another registered User).

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

1 SkyVoice Service and Account.

1.1 Use of Services. Segra agrees to provide, and Customer agrees to purchase, SkyVoice Services. SkyVoice Services include certain calling and call management features or advanced features, which may be offered at additional costs, and which Segra may, in its sole discretion, add, modify, or delete from time to time. All real-time voice communications services and facsimile services must originate in the country of the applicable user’s registered Service address (as approved by, and reflected in, Segra’s records) (the “**Registered Service Location**”). Segra may block all call traffic that does not originate from an IP Address within the applicable Registered Service Location, as determined by Segra in its sole discretion. In addition, any call placed through SkyVoice Services will be classified and charged (for example, as local, international or other type of call) based on the applicable Registered Service Location (and not the actual location from which the applicable call is placed). Failure by Segra to block such services that originate outside of the applicable Registered Service Location does not constitute approval by Segra (or any of its affiliates) for Customer to use the SkyVoice Services from such points of origin. SkyVoice Services do not support Operator-assisted calls, including but not limited to any and all types of collect calls. In addition, the SkyVoice Services do not support (a) premium rate entertainment phone numbers of any type (such as 900 numbers in North America) or (b) 10-10 dialing. Customer acknowledges that any failure of attempted calls to premium rate entertainment numbers (such as 900 numbers), Operator-assisted calls, or 10-10 calls is not grounds for any service credit, any other form of liability on the part of Segra or any of its affiliates, or termination of service by Customer.

1.2 CPE: Use of SkyVoice Services requires the use of pre-approved, pre-qualified, and pre-programmed CPE. The CPE can be rented directly from Segra and included as part of Segra Equipment provided to Customer. At Segra’s sole discretion and with Segra’s prior written approval Customer may purchase CPE from third parties and such equipment would then be considered Customer Equipment. Third party provided CPE must conform to the approved make and models as determined by Segra in its sole discretion. The provisioning and installation of CPE shall be outlined on Customer’s Order Form. Customer acknowledges that Segra requires custom-preconfigured setting be installed on all CPE to work with the SkyVoice Services, and that this custom configuration enables certain CPE features and disables others. Desk phones, cordless phones, wireless transmitters, wireless adapters and fax adapters acquired from or through Segra are only to be used with the SkyVoice Services.

Please note that most SIP desk phones approved for use in conjunction with the SkyVoice Services natively support Power Over Ethernet (POE). Some models, however, may require the use of a supplementary POE injector, which must be procured separately.

SkyVoice Services do not support Point-of-Sale machines (Credit Card machines). SkyVoice Services do not support alarm systems. In addition, please refer to Section 1.5 of this Schedule for limitations regarding certain fax devices.

1.3 Local Numbers. For the SkyVoice Services, Customer represents and warrants that all traffic delivered to Customer under this Schedule that has originated in the same local calling area in which Customer’s local number (i.e., NPA-NXX) is assigned, and/or in which such traffic is terminated to Customer, is local traffic and is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over such traffic. Customer understands and acknowledges that Segra will rely upon such representation to assign local telephone numbers to Customer and/or route Customer’s traffic for termination as local calling.

1.4 Incompatibility with Traditional Telephony Network. If Customer’s business requires the use of equipment that is designed to transmit or receive data over traditional telephony networks, collectively referred to here as “Transaction Processing Hardware,” Customer should be aware that not all Transaction Processing Hardware nor their related application providers, such as banks or credit card processing companies, support the use of VoIP services. Although adequate service may be achieved in many cases, Segra cannot recommend or support Customer’s use of Transaction Processing Hardware with the SkyVoice Service.

1.5 Incompatibility with Certain Facsimile Devices. Fax adapters acquired from or through Segra provide a port for connection to facsimile devices (“**Fax Devices**”). However, Customer should be aware that in some cases the Fax Device’s configuration may need to be modified by Customer to optimize its performance with VoIP. Customer should also be aware that some Fax Devices, some Internet Service Providers (ISPs) and some broadband data connections may not be capable of delivering satisfactory fax operation with VoIP. Some older Fax Devices are incompatible due to delay sensitivity and therefore Segra recommends the use of Fax Devices that are no older than two (2) years.

1.6 Customer Network Security Obligations. Customer is responsible for implementing security practices that conform with industry standards and best practices applicable to Customer's business and industry sector (additionally enhanced to support SIP-based VoIP applications and services). Customer is responsible for all fraudulent use of Customer's SkyVoice Services without regard to how it occurs. CUSTOMER HEREBY INDEMNIFY SEGRA'S PARTIES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY CUSTOMER OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.

1.7 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.

1.8 Directory Listing: CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD SEGRA HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR EXPENSES OR DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES) ARISING FROM A MISPRINT OF CUSTOMER'S DIRECTORY INFORMATION.

2 Term and Termination.

The term and termination provisions of the Service Order govern the provision of SkyVoice Services provided through this Schedule, except as specifically superseded or supplemented by the terms of this Section 2.

2.1 Porting Does Not Constitute Termination of Service. Even if Customer ports a telephone number from Customer's Account, Customer will continue to be liable to Segra for SkyVoice Service until Services are terminated in accordance with the Service Order.

2.2 Following Termination. Customer acknowledges that in the event of any SkyVoice Service termination or cancellation, all telephone numbers associated with Customer's Account may be immediately released and may not be available to Customer for porting to a new carrier or upon SkyVoice Service reactivation with Segra.

3 Fees, Billing, Taxes, Charges, Promotions.

3.1 Fees. Fees are non-refundable. Recurring fees are typically billed once per month and include charges for the current month and usage or adjustments from the prior month. Telephone call minutes of use (including but not limited to inbound and outbound local, long distance, international, toll free, and conferencing) (to the extent applicable) and adjustments for additions, changes or deletions of certain monthly recurring services are billed in arrears. Rates may vary by destination country, city, and band, and are subject to change by Segra from time to time without prior notice.

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

b. Monthly recurring charges will automatically be applied to Customer's Account(s) seven (7) days after Customer's acceptance if Customer has not activated the SkyVoice Services; otherwise, such charges will apply from the date of activation.

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

Fair Use.

a. Unlimited Plans 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.

b. Certain voice functions, such as (i) inbound and outbound WebFax service and (ii) forwarding calls out of the Auto Attendant or a Local Number, do not qualify for unlimited Local or Long Distance usage. For a list of such voice functions, together with the applicable maximum minutes of usage per month and the costs for excess usage, please contact Customer's Segra account representative.

3.4 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.

3.5 Subscription-Based Licensing. For Services purchased under a subscription-based licensing model, Customer may purchase subscriptions (i.e., licenses) to such SkyVoice Services without assigning a User to the subscription license at the time of initial purchase. After ordering a new SkyVoice Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, billing for those licenses will begin after a seven-day grace period, even if the licenses have not yet been assigned to specific Users. When Customer’s Account administrator removes a User from Customer’s Account, the phone number and User license assigned to such User become available for future use; however, Customer will continue to be billed for the licenses, even after the removal of the User from Customer’s Account. Applicable taxes are based on the locality of the User to which the license is assigned. Any licenses that are not assigned to a User will be assessed taxes based on the primary address for the applicable customer account, as set forth in Segra’s records.

4 Use of the Services.

4.1 Business Use; Call Centers.

a. Business Use. Customer will use SkyVoice Services predominantly and primarily 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 SkyVoice Services. For the avoidance of doubt, Customer agrees that Customer will not use SkyVoice Services for residential purposes.

b. Call Centers.

i. The SkyVoice Service can be used for call center purposes where calls are primarily of an inbound nature and the system is being used in conjunction with Segra solutions where appropriate Contact Center licenses are purchased for this purpose.

ii. Customer may not use the SkyVoice Services for any call center solutions in which Segra’s SkyVoice Service lines are being used for a high rate of outbound calls and/or calls which are primarily of a short duration – characteristics which are typically seen when employing the use of an outbound dialer application. Segra’s services assume normal business usage which, for this service, means that the average call duration is greater than or equal to one (1) minute. If a customer’s average call duration is less than one (1) minute during any month, a surcharge will be applied to all usage during that month.

4.2 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) to send bulk outbound SMS messages through the SkyVoice Services without properly registering with The Campaign Registry; (i) to unlawfully record conversations in violation of applicable law; (j) to make calls that are not between individuals (e.g., automated calls are not permitted); or (k) in a manner deemed by Segra to be inappropriate. 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.

4.3 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. If Customer uses call recording features from outside the United States, or if a party to the call is located outside the United States, Customer must also abide by all applicable international laws, rules and regulations. Segra and Segra

Parties expressly disclaim all liability with respect to Customer's recording of conversations. Customer hereby releases and agrees to hold harmless Segra and 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. Segra and 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 User, 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 call 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.

4.4 "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, 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.

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

a. Web Links Not Scanned. The Chat Feature allows 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 and Segra Parties expressly disclaim all liability with respect to any Harmful Content contained in any URL or web link shared between Customer's Users via the Chat Feature. Customer hereby releases and agrees to hold harmless Segra and 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 between Customer's Users via the Chat Feature.

b. User Content. Segra does not screen or filter the content of messages, links or attachments sent via the Chat Feature (whether for offensive or illegal content, viruses or otherwise), and Segra does not modify any User content sent using the Chat Feature. As with all SkyVoice Services, Customer assumes full responsibility and liability for the legal and compliant use of the Chat Feature by Customer's Users or any third parties. Segra and Segra Parties expressly disclaim all liability with respect to any content, links or attachments included by Customer's Users in a Chat Feature 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 and Segra's affiliates expressly disclaim all liability with respect to any delays in the delivery of messages using the Chat Feature, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of the Chat Feature (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). The Chat Feature does not support the ability to recall a message once it has been sent. While the Chat Feature allows a sender to edit messages that have been sent to other internal Users within Customer's organization, a sender does not have the ability to edit SMS or other messages once they have been sent to users outside of Customer's organization.

d. SMS/Text Messaging.

i. SMS/Text Functionality. Customer's business texting feature allows users to send and receive SMS (text) messages through the Desktop and Mobile application to and from U.S., Puerto Rican and Canadian numbers. Segra Users that have enabled SMS in their license may send and receive SMS messages using their primary business phone number. Additionally,

if enabled for Customer's account and Customer's Users, Segra Messaging may be used to send and receive SMS messages using the main company number (including Auto Attendants and Hunt Group numbers).

ii. Registration Requirements for Bulk Outbound Messaging. **Bulk outbound messaging through Segra's SkyVoice Service must be registered with The Campaign Registry.** Segra's SMS service has been designed and provisioned for person-to-person messaging (that is, sending/receiving one message at a time, with two-way (back and forth) communication between two human users). If Customer plans on using SMS for broad-based outbound campaigns (such as bulk sales/marketing communications, collections efforts, billing/delivery notifications or alerts, appointment notices and reminders, etc.), Customer is required to either:

- A. Contact Segra's Support team to register as a campaign service provider with The Campaign Registry and send Customer's bulk outbound messages as part of registered campaigns [NOTE: **Do not register directly with The Campaign Registry** – Customer must register with the support of Segra to ensure proper provisioning]; or
- B. Use Segra's Contact Center solution to send bulk outbound SMS messages, as that service has been specifically designed to support bulk outbound messaging.

iii. Consequences for Failing to Register Bulk Outbound Messaging. **Sending bulk outbound SMS messages through Segra's SkyVoice Service, without properly registering with The Campaign Registry, constitutes a material breach of Segra's Acceptable Use Policy, Fair Use Policy, and Service Order. Such usage will lead to immediate suspension of Customer's organization's messaging service until Customer registers with The Campaign Registry.** In addition, (a) all of Customer's SMS messages may be blocked by mobile operators (Customer traffic may be categorized as SPAM); (b) Customer may be required to pay financial or other penalties and/or increased per message rates due to such misuse of the service; and/or (c) Segra may immediately terminate all of Customer's services. **Segra has a "Zero Tolerance" policy on this issue**, as use of Segra's SkyVoice Service to send bulk outbound SMS messages by just one user can potentially have an adverse impact on Segra and/or its other customers.

iv. Additional Fees Related to Bulk Outbound Messaging. Segra incurs costs in connection with Customer's registration with The Campaign Registry and Customer's sending of campaigns through that service, as well as higher usage fees when Customer sends bulk SMS messages. Segra reserves the right to begin charging Customer at any time, upon notice, for any such registration, sending of campaigns, or usage fees related to bulk outbound messaging.

v. Consent of SMS Recipients. By using the SkyVoice Services to send outbound SMS messages, Customer agrees and acknowledges that (A) Customer is solely responsible for obtaining, and that Customer has obtained, all necessary consents from the recipients of such messages to enable Customer to send such messages to them, as required under applicable law; and (B) Customer indemnifies the Segra Parties against any liability or responsibility for damages (consequential or otherwise) that arise from the failure by Customer or any third party using Customer's account to obtain all required consents from recipients before sending them SMS messages.

vi. "Do Not Call" List. Segra is required to comply with applicable "Do Not Call" lists. If Customer attempts to send an SMS message to a recipient on the "Do Not Call" list, such SMS message will not be delivered to the intended recipient. Furthermore, in such situation, Customer may not receive an error message or other notification from Segra that describes why Customer's message has not been delivered to the desired recipient. By using the SkyVoice Services to send outbound SMS messages, Customer agrees and acknowledges that (A) Customer is solely responsible for confirming that the intended recipients of Customer's SMS messages are not on any applicable "Do Not Call" lists; (B) any SMS messages that Customer attempt to send to a recipient on a "Do Not Call" list, if such recipient is properly identified by Segra or its carrier, will not be delivered to the intended recipient; and (C) Customer indemnifies the Segra Parties against any liability or responsibility for damages (consequential or otherwise) that arise from (1) the failure by Customer or any third party using Customer's account to comply with any applicable "Do Not Call" list and/or (2) the fact that messages sent to intended recipients on a "Do Not Call" list (which may include important, time-sensitive and/or confidential information) will not be delivered to such intended recipients.

5 Customer Data and Privacy.

a. Segra does not own any of Customer's Data unless otherwise stated by Segra. Except as set forth herein, in the Service Order or in Segra's Privacy Policy or as otherwise required by Applicable Law, Segra will not monitor, edit, or disclose any information regarding Customer or Customer's Account, including any Data, without Customer's prior permission. Segra may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for SkyVoice Services (including disclosure to the Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the SkyVoice

Services, for compliance purposes with Segra's vendors, to protect Segra's rights or property, and to 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.

b. 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 or to protect users from fraudulent, abusive or unlawful use of the SkyVoice Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Segra may also use CPNI to offer additional services of the type that Customer already purchased.

6 CALEA. 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 CALEA or any other law, without any further notice to Customer.**

7 Accessibility Services. Segra, either directly or through one or more Segra Parties, makes certain ancillary services, such as 711 and IP Relay services, available to Customer that are designed to make some of the SkyVoice Services more easily accessible to individuals with certain disabilities (collectively, the "**Accessibility Services**"). Such Accessibility Services are provided on an "as is" basis, and neither Segra nor the Segra Parties make any representation or warranty with respect to the availability, the effectiveness or any other aspect of such Accessibility Services. Use of the Accessibility Services is at Customer's sole risk. Notwithstanding anything to the contrary otherwise set forth herein, Customer hereby releases and agrees to hold harmless Segra and Segra Parties from and against, and that Segra and the Segra Parties will have no liability whatsoever in connection with, any damages or liabilities of any kind arising out of any error in receiving, transmitting or failing to receive or transmit any message or communication in the course of providing the Accessibility Services. Customer acknowledges and agrees that the limitation of Segra's and the Segra Parties' liability is a material term to Segra and that it would not otherwise enter into this Schedule without this limitation, and that Customer agrees these limitations are reasonable.

8 Special Terms Applicable to Segra's Embedded Integration with Microsoft Teams ("SkyVoice for Teams Embedded Service**") (including without limitation the SkyVoice for Teams Advanced service, as well as other available forms of embedded SkyVoice for Teams applications).**

8.1 Installation. Two (2) separate applications must be installed for each User in order for Customer's SkyVoice for Teams Embedded Service to run properly: (a) the embedded SkyVoice for Teams application (the "**Embedded Application**"); and (b) the SkyVoice for Teams desktop plug-in application (the "**Desktop Plug-In**"). 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 Application through the administrative portal and provide access to the Embedded Application to all Users on Customer's Account. In addition, each User must download the Desktop Plug-In on their first use of the SkyVoice for Teams Embedded Service; otherwise, the User will not be able to place or receive calls in Microsoft Teams using the SkyVoice for Teams Embedded Service.

8.2 Chat/SMS Functionality.

a. **Chat Functionality.** Users will have access to the chat feature in both Microsoft Teams and in Segra's SkyVoice Service (in the SkyVoice for Teams Embedded Service). Segra, by default, will enable the chat feature in the Unified Communications for Teams Embedded Service, so that Users can choose which application they desire to use for chat functionality. Running a chat feature concurrently in two separate applications may cause confusion for Customer's Users. If Customer wishes for Customer's Users to use the Teams native chat feature, Segra recommends that Customer, through Customer's Account administrator, disable the chat feature in the SkyVoice for Teams Embedded Service at the Account level. It is solely Customer's responsibility to manage and configure the chat settings in Customer's Account to align with Customer's preferred usage.

b. **SMS Functionality.** Certain versions of the SkyVoice for Teams Embedded Service include SMS functionality; however, the Teams native chat feature does not offer the ability to send or receive SMS messages. For Customer's Users that subscribe to a version of the SkyVoice for Teams Embedded Service that includes SMS functionality, the SMS functionality will be available through

the SkyVoice for Teams Embedded Service, but only if Customer's Account administrator enables the SMS functionality for such Users. The chat functionality of the SkyVoice for Teams Embedded Service does not need to be enabled for the SMS functionality to work.

8.3 **Risk of Third-Party Blocking.** Customer acknowledges that the integration and operation of the SkyVoice for Teams Embedded Service depends on the cooperation and continued ability of the SkyVoice 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 SkyVoice 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.