



Terms

Multis Cloud LLC, ("Multis Cloud") shall provide, and the named customer shall purchase from Multis Cloud, the services described ("Services" or "Service" as the context may dictate) in this Phone Services Agreement ("Agreement").

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions apply:
Customer: The person, firm, corporation or other entity that orders or uses Services and is responsible for compliance with all Customer obligations set forth in the Agreement, including the duty to pay for Services. End User: Any person or entity that receives or uses Multis Cloud Services, irrespective of whether such person or entity is authorized by the Customer to receive or use Services. "End User" shall also mean any person or entity Customer or its carrier Customer provides telecommunications and/or related services using, in part, Services provided by Multis Cloud. Hosted Voice and Texting Service: Digital Communication Services and features offered by Multis Cloud. Service Order: A document which identifies the type of Service to a Customer, including but not limited to the following: quantity and type of service; location served, Point of Termination, protocols, service term, service date.

2. **SCOPE.** This Agreement provides rate stability for the Services described herein. The Agreement will be governed by the laws of the State of Texas, and the applicable rates in this Agreement. Additional terms and conditions may be associated with specific Services. Multis Cloud reserves the right to unilaterally amend all terms and conditions in response to regulatory changes beyond the control of Multis Cloud that materially alter the feasibility or economics of the Services provided. Enhanced or information Services purchased under this Agreement may be provided by Multis Cloud or a corporate affiliate at Multis Cloud's sole discretion. Any costs associated with modifying or reprogramming Customer's equipment to make it compatible with Multis Cloud provided Service will be the responsibility of Customer.

3. **TERM.** Unless otherwise specified, the term of this Agreement is Month-to-month and shall commence the date of execution of the Agreement, or if earlier, on the Service activation date (the "Effective Date"). Service plans having a defined term automatically renew for successive equivalent terms at pricing then existing at the time of renewal, unless Multis Cloud or Customer provides written notice of termination at least 15 days prior to the end of the current term or prohibited by law. Month-to-month customers may not be entitled to prior term-plan pricing or discounts.

4. **CHARGES AND EXPENSES OF COLLECTION.** Multis Cloud records shall document Customer's Service location(s), quantities, and monthly recurring local rates stabilized under this Agreement, as well as the applicable one-time charges for initial installation, discounts or credits, which are incorporated into this Agreement by reference. In addition to the monthly charge(s), the Customer will pay federal and state end user common charges that would be applicable to comparable services obtained from the incumbent local exchange carrier; federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, emergency telephone service (911/E911) and telecommunications relay service for the hearing impaired; pay phone surcharges; and other similar surcharges for required programs.

Multis Cloud shall not be responsible for wrong numbers made to Customer's toll-free number. All costs and expenses, including but not limited to costs, reasonable attorney fees, and service charges, incurred by Multis Cloud in collecting payment will be an expense of and charge to Customer. Customer agrees to pay each bill in full by the payment due date. Late payment charges will be billed at thirty dollars (\$30) per occurrence after two (2) days of grace period, and additional ten dollars (\$10) per week during delinquency, or the maximum lawful rate allowable under applicable state law, whichever is higher.

Prices for the services do not include any custom duties, sales, use, value added, excise, federal, state, local, public utility, universal services or other similar taxes. All such taxes shall be paid by customer and will be added to any amounts otherwise charged to customer.

If charges are unpaid for any reason including, but not limited to, non-payment, Multis Cloud may suspend services and customer will incur a late of \$30 dollars, or 10% of the outstanding balance whichever is greater.

Returns & Adjustments. Any defective equipment may be returned to Multis Cloud which will replace defective equipment at no additional cost. Client may cancel service with written 15-day notice with a detailed explanation for canceling. Multis Cloud is not obligated to refund an unused portion of the monthly payment upon cancellation. If customer has prepaid for the duration of their term, Multis Cloud will refund unused premium minus cancellation fees. This will be provided to the customer 30 days after cancellation.

5. DIRECTORY LISTING. For Hosted Voice Service, Customer's name, address, telephone number and any other information listed on the Agreement are certified as correct by the Customer, and it is understood and agreed that Customer's white page directory listing will appear using that information. It is Customer's sole responsibility to inform Multis Cloud in writing of any change in the information, including telephone number or address, at least 90 days prior to the local telephone directory issue date, which will be provided to Customer upon request. Multis Cloud assumes no liability whatsoever for (a) any telephone numbers published or distributed by Customer prior to confirmation that the number is installed and terminating properly or that the Service is connected to the proper facilities, or (b) errors in the listing due to directory publishing errors or omissions. Customer releases Multis Cloud from any damages for any error, including listing omissions, related to a directory listing.

6. 911. If using Hosted Voice Services, Customer will provide accurate End User name and address information for the purpose of updating the E-911 Database. If the End User address provided on a Service Order does not convert to a valid Master Street Address Guide (also known to as the "MSAG") address for the End User locality, Multis Cloud will notify Customer and stop all processing of the order until Customer provides an MSAG-compatible address. Customer assumes all responsibility for the accuracy of the End User data that Customer provides to Multis Cloud for entry into the E-911 Database. Customer shall indemnify and hold Multis Cloud harmless from any claims, damages, or suits related to the accuracy of data provided by Customer for inclusion in the E-911 Database. Customer will provide (and update as necessary) Multis Cloud with accurate information related to E-911 Service, including, but not limited to: location of individual telephone stations and a description of Customer's facilities, equipment and software for the Services. Based upon the information supplied by Customer, Multis Cloud will provide the Services and advise the appropriate agencies as required. Customer acknowledges and understands that access to emergency services through 911 and E911 calls is limited and not guaranteed. Customer acknowledges and understands that the

Hosted Voice Services supports E911 (where available) and that access to emergency service is available only if the service is operated from the service location of record and then only if subscriber has an active connection to the service. Subscriber acknowledges and understands that if there is a service outage (even related to extended power outages) for any reason, such outage may prevent all Hosted Voice Services, including 911 dialing. Customer also acknowledges that it will take Multis Cloud up to 30 days to get the correct address information to E911 Database and that during that time the E-911 Database may have the wrong address information. Customer will indemnify and hold Multis Cloud, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including MultisCloud.com reasonable attorney fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to E-911 services. Customer is responsible for notifying Multis Cloud of any change to the location or address related to any Multis Cloud Hosted Voice Service as outlined in this section. It is also Customer's responsibility to regulate the E-911 number for each service, phone system, feature or extension.

7. **CALLER ID.** Customer warrants that they will only use Outbound Caller ID (the number that will be displayed to the receiving party when you make an outgoing call) for numbers that they own or have expressed written consent to represent. Customer will indemnify and hold Multis Cloud, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorney fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to Caller ID Services. Customer is responsible for notifying Multis Cloud of any change with caller ID. It is also Customer's responsibility to regulate the Caller ID number for each service, phone system, feature or extension. Multis Cloud may, in its sole and absolute discretion, deny use of Caller ID information provided by Customer for any reason.

8. **RECORDING.** Client agrees not to use recordings for illegal or fraudulent purposes. Customer understands and agrees that it is familiar with all local, state, and federal laws and regulations regarding calling, recording, and receiving of calls, and agrees to comply with those laws and regulations. Multis Cloud waives all liabilities from customer, and its agents and or representatives for failure to comply with these laws and regulations. Visit <http://www.rcfp.org> for information about recording in your state. Customer has sole and exclusive responsibility regarding confidential, private, or privileged calls, recordings, or other data or information created or accessible on or through the Services. Multis Cloud shall have no responsibility, legally or otherwise, for any information, recordings, calls, material, or data created or accessible on or through the Services. Customer shall indemnify and hold Multis Cloud, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorney fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to this paragraph 8.

9. **SERVICE GUARANTEE FOR SPECIFIED DATA SERVICES.** All Services are subject to a Service Guarantee. Any customer may terminate the Services covered by our Service Guarantee if Multis Cloud is not able to rectify the issue after three completed service orders. In that case, Customer agrees: to pay Multis Cloud for Services actually received; to repay to Multis Cloud the pro-rated portion of any credits, discounts or waived installation costs for custom equipment or special installations received; and to reimburse Multis Cloud for the costs of any equipment

installed and not returned in "good as new" condition.

10. **DEFAULT & TERMINATION.** After the initial Guarantee period, either Customer or Multis Cloud may terminate this Agreement during a term only for any uncured material breach of the terms of this Agreement ("Cause") after giving 15 days prior written notice with no further obligations. Prior to any party having ability to terminate for Cause, a party shall first be required to give written notice to the breaching party of any alleged material breach and allow 15 days for the breaching party to cure such breach. If there is termination after activation of Service, Customer shall be obligated to pay Multis Cloud for Services actually received. In the event customer cancels services in writing, charges for services will stop billing at the end of the billing period in the month services were canceled. In all cases where this Agreement is terminated and Customer is using telephone numbers originally assigned by Multis Cloud, Customer understands and agrees that those telephone numbers will not be released to another service provider until all undisputed charges owing to Multis Cloud are paid.

11. **EQUIPMENT.** Upon default, termination, or cancellation of this Agreement, for any reason, Customer agrees to return all equipment to Multis Cloud in a prompt and timely manner, all equipment not returned and in good and clean cosmetic and working order will be charged full original retail value for such equipment. We reserve the right to continue billing Customer for the services rendered until all provided equipment has been returned to Multis Cloud in satisfactory condition. Customer is liable for all expenses related to the return shipping of the equipment. For the avoidance of doubt, Multis Cloud bears no responsibility or liability concerning the functioning or your utilization of any provided hardware. Unless otherwise provided for herein, all equipment provided by Multis Cloud shall remain the sole and exclusive property of Multis Cloud.

12. **DOWNTURN IN BUSINESS CLAUSE.** If Customer requires fewer lines during the term of this Agreement and does not move services to another provider, or moves outside the providing area of Multis Cloud, Customer will be obligated to pay through the end of the current billing cycle for any canceled numbers, plus a \$30 per-line cancellation fee. Cancellation requests must be in writing via email to support@MultisCloud.com, specifying numbers to be canceled and the date on which the lines are to be canceled and accepted and confirmed by Multis Cloud. No billing will cease nor will charges be terminated until such time as the cancellation form has been accepted and acknowledged by Multis Cloud. The billing cycle is from the 1st to the last calendar day of each month.

13. **SERVICE SUSPENSION/MAINTENANCE.** Multis Cloud may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. Whenever possible, Multis Cloud will give Customer advance notification. In no event shall Multis Cloud be liable for special or consequential damages or for lost profits of any kind.

14. **LIMITATION OF LIABILITY. MULTIS CLOUD'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST MULTIS CLOUD FOR THE FAILURE OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, SHALL BE LIMITED TO A REFUND OF THE AMOUNTS PAID TO MULTIS CLOUD DURING THE PERIOD OF TIME (IN EXCESS OF FOUR HOURS) THAT THE SERVICES CONTRACTED BY CUSTOMER FROM MULTIS CLOUD WERE INTERRUPTED OR NOT PROVIDED AS REQUIRED. IN NO EVENT SHALL MULTIS CLOUD BE LIABLE FOR**

SPECIAL OR CONSEQUENTIAL DAMAGES, FOR VOICE OR TEXT CONTENT OF ANY OF ITS SERVICES, OR FOR LOST PROFITS OF ANY KIND, WHETHER OR NOT MULTIS CLOUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MULTIS CLOUD MAKES NO WARRANTIES REGARDING ANY PRODUCTS OR SERVICES PROVIDED OR INSTALLED ON CUSTOMERS BEHALF, BUT MULTIS CLOUD SHALL, WHEN POSSIBLE, ASSIGN TO MULTIS CLOUD CUSTOMER THE BENEFITS OF ANY WARRANTIES OR SIMILAR PROTECTIONS PROVIDED TO MULTIS CLOUD BY ITS VENDORS OR SUPPLIERS. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN.

15. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. FORCE MAJEURE. If performance by Multis Cloud of any obligation under this Agreement is prevented, restricted or interfered with by causes including without limitation failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cut, storms, fires, floods, or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, terrorism, cyber-attacks, work stoppages, or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Multis Cloud shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Multis Cloud shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

17. ADDITIONAL PROVISIONS. This Agreement will not be assignable by Customer without the prior express written consent of Multis Cloud. The Agreement, including any addenda, and any product-specific terms and conditions, constitutes the entire understanding between Customer and Multis Cloud with respect to Services provided herein and supersedes any prior agreements or understandings. If any part of a provision of this Agreement is invalid or unenforceable said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of this Agreement. In addition to any provisions that by their nature would survive, above sections shall survive termination, cancellation or expiration of this Agreement. A waiver of a breach of any term of this Agreement will not be considered a waiver of a further breach of the same term, or a waiver of a breach of any other term.

18. MISCELLANEOUS. The laws of the State of Texas shall govern this Agreement. The parties expressly submit to the exclusive personal jurisdiction of the state courts located within Harris County, State of Texas. This Agreement shall not be construed for or against either party, and no rule or presumption against the drafter shall be employed. All paragraph headings in this Agreement are for convenience only and shall not be considered as having any legal effect. If a dispute arises out this Agreement, then the prevailing party will be entitled to reasonable attorney fees and costs.

19. MULTIS CLOUD ACCEPTABLE USE POLICY. Customer hereby acknowledges that Customer has read, and is familiar with, Multis Cloud's Acceptable Use Policy ("AUP") attached hereto and incorporated by this reference. Customer hereby acknowledges that any violation of

the AUP by Customer shall entitle Multis Cloud to terminate or suspend the Services provided hereunder to customer.