



Version: 06.01.2021

## TERMS OF SERVICE

When creating an account with TeamsTel, you agree to these Terms of Service. These Terms of Service cover the use of all Services listed in the Agreement or the use of TeamsTel's website and of your account with TeamsTel. Please review these terms carefully as, once you agree to them, they become a legally binding commitment between you and TeamsTel.

All terms contained in these Terms of Service, as well as TeamsTel's Acceptable Use Policy, Privacy Policy, Service Description, Price List, and Service Restrictions, which can be found in your account, (collectively "the Agreement") are legally binding upon you and TeamsTel.

These Terms of Service may be amended in writing by the Parties at any time only upon written approval signed by an authorized representative of each Party, Customer will continue to be responsible for all MRC and Charges (as defined in section 3.2) following such amendment.

### 1. DEFINITIONS

- 1.1. **Business Day:** means any calendar day from 8:00 a.m. to 17:00 EST time Monday through Friday except any public or national holidays, which are generally established by law.
- 1.2. **Calling Line Identity (CU):** information identifying the originating telephone number and/or name of the calling party transmitted to the recipient of a call.
- 1.3. **Charges:** any Monthly Recurring Charges, Non-Recurring Charges, and Usage Based Charges applicable to Customer's Service(s).
- 1.4. **Channel/Session:** the bandwidth provisioned by Internet Service Provider to enable a single concurrent voice call.
- 1.5. **Customer:** the business or entity that purchases one or more Services provided by TeamsTel in accordance with these terms.
- 1.6. **Minimum Commitment:** Customer's required minimum monthly payment for TeamsTel's Service(s), expressed in Monthly Recurring Charges. Other Charges, such as administrative fees and set-up fees, will not be considered when computing the Minimum Commitment. The MRC for Sessions contribute towards the Minimum Commitment.
- 1.7. **Monthly Recurring Charges (MRC):** a prepaid recurring fee for subscription to TeamsTel's Services. MRCs are charged in advance, as of the start of the month following the Service Date, except the first MRCs, which will be fully invoiced the month following the Service Date.
- 1.8. **Non-Recurring Charges (NRC):** the set-up fees invoiced at the beginning of the month following a service order and any other administrative fees, financing fees, or costs incurred as a result of cooperation with law enforcement authorities.
- 1.9. **Non-Standard Services:** shall mean service calls authorized by Customer outside of normal office hours or for services such as but not limited to refurbishment and cosmetic enhancement. Normal office hours being defined as 08:00-17:00 EST.
- 1.10. **Number:** a telephone number used by Customer to receive a Service, as further specified in the Service Description.
- 1.11. **Personal Data:** any information that relates to an identified or identifiable individual, which may be collected or processed by both parties in the context of providing or purchasing the Services.

- 1.12. **Price List:** the pricing schedules applicable to Customer's Service(s) and available from Customer's account.
- 1.13. **Service(s):** one or more services provided by TeamsTel to Customer, as described in the Service Description.
- 1.14. **Service Date:** the date of ordering a Service or any component thereof, or the date of activation of a ported in Number.
- 1.15. **Service Description:** the document describing the Services and features offered by TeamsTel and available to Customer, which is an integral part of this Agreement.
- 1.16. **Spam:** means an irrelevant or unsolicited message or call, typically to large numbers of recipients and for the purposes of advertising, phishing or spreading malware, which has not been requested or authorized by the recipient.
- 1.17. **User:** An end user (a natural or legal person); being either Customer, Customer's employees, Customer's client, or any other person utilizing TeamsTel's services via Customer; using TeamsTel's Services for its own purposes and not for resale.

## 2. SERVICES

TeamsTel will provide to Customer, and Customer agrees to purchase, one or more TeamsTel Service(s), as set forth in the Service Description. TeamsTel's Services include the following: (a) Hosted Session Border Controller; and (b) any other Services that maybe added from time to time and which will be provided under these terms unless otherwise indicated by TeamsTel.

## 3. OBLIGATIONS OF CUSTOMER

### 3.1. Compliance

- 3.1.1. Customer shall maintain all legal and regulatory authorizations necessary to purchase and resell or use the Service(s) from TeamsTel and ensure that its Users comply with terms and conditions materially similar to this Agreement.
- 3.1.2. Customer shall comply with:
  - (a) All applicable laws and regulations. If Customer is informed or information comes to its attention that it is or maybe in violation of a legal provision, it shall immediately take all appropriate steps to remedy the violation and comply with such provision in all respects; and
  - (b) All obligations and restrictions contained in the Agreement.
- 3.1.3. Customer represents that it has verified that Internet telephony services and configuration are not prohibited in the jurisdiction in which it is located and/or offers the Services. Customer shall be solely responsible for any costs or damages TeamsTel incurs if Customer purchases or consumes the Services in breach of its local or national laws.
- 3.1.4. Customer shall not transfer, directly or indirectly, any technical data, or the direct product of such data, received from TeamsTel or supply any services that utilize the Services to any destination, person or entity subject to export restrictions under US, Canada, EU or other applicable laws, including, without limitation, the laws of the countries where TeamsTel and Customer are registered and the laws of any relevant foreign countries with respect to the use of the Services, unless prior written authorization is obtained from the appropriate governmental authority. Customer shall strictly comply with all relevant United Nations Security Council and European Union economic sanctions that may apply to the Services provided by TeamsTel.

### 3.2. Payment Terms

#### 3.2.1. General

- (a) Customer's applicable Charges shall be indicated in the Price List. TeamsTel will not begin invoicing

any Charges until Customer places its first order of Services;

- (b) TeamsTel may change its Charges upon thirty (30) days' prior written notice on non-recurring and other fees during the Term. Adjusted Charges will apply to Services after the change takes effect (unless indicated otherwise in writing). The cost of the monthly recurring charge will be adjusted if the customer advises TeamsTel that they require more sessions.
- (c) Non-Standard Services and Training Services will be invoiced upon completion. Such charges will be invoiced as agreed upon in the SOW. Payment terms for Non-Standard Services and Training Services are Net Thirty (30) days from date of Supplier's undisputed invoice.
- (d) All Charges or other sums payable to TeamsTel are stated exclusive of any taxes, surcharges or duties, which, if applicable, shall be invoiced to Customer at the then-prevailing rate.
- (e) Customer may make payment to TeamsTel's through PayPal, electronic funds or by wire transfer. TeamsTel may directly debit Customer's account with TeamsTel and Customer's credit card(s) on file to settle any invoices, if available.
- (f) If the Customer fails to make payment within 30 days from the invoice date, a monthly interest fee of 1.5% will be charged on the outstanding balance. Accounts in arrears for more than 60 days from the invoice date will be subject to disconnection at TeamsTel's discretion.
- (g) If Customer's monthly Charges exceed **5000 USD**, Customer shall pay the Charges via bank electronic funds or wire transfer. All Bank wire transfer expenses are borne by Customer and only net amounts received will be credited.

### 3.2.2. Minimum Commitment

- (a) Customer agrees to subscribe to a Minimum Commitment, which establishes Customer's applicable pricing. If Customer does not achieve the Minimum Commitment in any given month, excluding the month of the Effective Date, Customer shall pay the outstanding commitment to fully satisfy the original Minimum Commitment.
- (b) In the event that Customer transitions to a new pricing level based on an increase to the associated Minimum Commitment required for that pricing level (the "Adjusted Minimum Commitment"), the new pricing level will apply as of the date of the transition. Notwithstanding clause 3.2.2 (a), if Customer does not achieve the Adjusted Minimum Commitment in the month of the transition, Customer shall pay the outstanding commitment to fully satisfy the Adjusted Minimum Commitment.
- (c) The Customer will give TeamsTel thirty (30) days' written notice in the event that Customer wishes to transition back to a previous Adjusted Minimum Commitment with the associated pricing level or to the original Minimum Commitment with the original pricing level. Customer shall pay the outstanding commitment to fully satisfy the Adjusted Minimum Commitment until the notice period has concluded.

### 3.2.3. Monthly Recurring Charges

- (a) Invoices for MRCs are due net thirty (30) days upon issuance at the beginning of the prior month for which the MRCs will apply.
- (b) Customer will pay any federal, state, and local sales, use, VAT, or similar taxes (excluding taxes on Supplier's income or gross receipts) imposed or based on the sale, licensing, or provision of Products or Related Services under this Agreement. Such taxes will be separately stated on Supplier's invoices and reported and paid to appropriate governmental authorities by Supplier. To the extent that any goods or services purchased under this Agreement are eligible for exemption from any sales and use taxes, Customer will provide an Exemption Certificate to Supplier, and Supplier agrees to accept such certificate in lieu of collecting taxes.

### 3.2.4. Non-Recurring Charges

- (a) Non-Recurring Charges for set-up and financing fees are included in the monthly invoice following the

transaction and are due net thirty (30) days upon issuance of the invoice.

- (b) If Customer requests additional TeamsTel's assistance for certain tasks during initial setup (e.g., assigning selected Numbers or ranges to Customer's account, assist with portability requests, or performing MS Teams configurations), TeamsTel may charge administrative fees at a rate of \$200 USD per hour with a minimum of \$50 USD per request. Any applicable fees will be communicated prior to the task being performed.
- (c) Non-Recurring Charges for escalated support services (support services outside of the hosted SBC). If TeamsTel determines that the hosted SBC is not causing the support issue and the customer requests that TeamsTel continues to provide troubleshooting support then TeamsTel will provide best effort support at \$250 USD per hour with a minimum of 4 hours callout support.
- (d) Interconnection Services shall incur an NRC at the time of set-up.

### **3.3. Dispute Resolution**

If Customer disputes in good faith any portion of an invoice, Customer must, within thirty (30) calendar days of invoice issuance, provide TeamsTel with written notice of dispute and documentation substantiating the basis for the dispute. Customer shall pay all undisputed amounts. If Customer does not dispute any portion of an invoice in writing within Thirty (30) calendar days, Customer shall have irrevocably waived its right to dispute that invoice.

3.3.1. In the event of a Customer dispute, the parties shall attempt to resolve the dispute through good faith business-level discussions. During the first 15 calendar days following the notice of dispute, the parties shall discuss the dispute between employees at the head-of-department or equivalent level. If still unresolved, during the following 15 calendar days, the parties shall attempt to resolve the dispute between employees at the vice president or equivalent level. If, after negotiating in good faith the Parties are unable to resolve the dispute, then each Party may seek resolution by exercising any rights or remedies available at law or in equity.

3.3.2. TeamsTel shall review the Customer's dispute and engage the customer per terms set out in 3.3.2 of this agreement within thirty (30) days of receipt of the notice of dispute. If the dispute is resolved in the Customer's favor, the disputed amount and any applicable late fees paid by customer shall be credited to Customer's account on their next invoice. If the dispute is resolved in TeamsTel's favor, Customer shall pay all withheld amounts with their next invoice.

### **3.4. Cooperation with Law Enforcement**

3.4.1. Customer shall develop and maintain a User's register for each Number containing at least the following information for each Number: name, ID number, place of residence or business (street, number, zip code, city, country), corresponding IP address, and any other relevant information (the "User Information"). At TeamsTel's request, Customer shall submit to TeamsTel within 24 hours (i) the User Information and (ii) all other relevant information concerning the services Customer is providing. To this end, Customer shall provide a point of contact that will be available 24 hours per day to TeamsTel. Customer shall provide contact details for a representative responsible for handling law enforcement agency ("LEA") requests and responding to TeamsTel's communications. Customer shall keep the User Information up to date and shall make their best effort to ensure that any User Information provided to TeamsTel identifies the true User of that Number.

3.4.2. TeamsTel may invoice Customer an administrative fee of up to 200 USD per complaint of abusive or fraudulent usage of a Number in Customer's account and/or per request for information received from a competent law enforcement authority. This administrative fee constitutes reimbursement for the costs incurred by TeamsTel, as determined solely by TeamsTel.

### **3.5. Interconnection**

Customer will be responsible to interconnect its network or systems via dedicated interconnection or the

public Internet with the TeamsTel network and shall pay the costs and administrative fees associated thereto directly to its Internet service provider, third party access operator or to TeamsTel if applicable.

### **3.6. Concurrent Sessions and Forecasting**

- 3.6.1. Each session represent capacity for a single concurrent call. Sessions must be provisioned or allocated to a customer to enable Voice traffic. The amount of concurrent calls is limited by the number of sessions allocated to a customer.
- 3.6.2. Session orders and cancellations shall be submitted through TeamsTel Sales by Customer via an email to [sales@TeamsTel.com](mailto:sales@TeamsTel.com) or Customer's account manager.
- 3.6.3. TeamsTel shall use best efforts to process a Customer order and notify Customer of the Service activation within five (5) Business Days of receipt of the order, provided that the Sessions requested are available in TeamsTel's inventory. If TeamsTel is unable to meet Customer's order requirements, TeamsTel and Customer shall work together to meet Customer's reasonable needs.
- 3.6.4. Upon ordering Sessions, Customer shall submit to TeamsTel a non-binding estimate indicating the traffic distribution per zone, expressed as a percentage of the total number of Sessions that will be used for each Service for each country within the zone ("Country Share"). Estimated Country Shares must be updated by Customer at the beginning of each calendar quarter.
- 3.6.5. To avoid Service quality deterioration or interruption, Customer shall use best efforts not to exceed the Country Share, unless otherwise agreed by TeamsTel in writing (e.g., for anticipated exceptional usage).

## **4. TERM AND TERMINATION**

- 4.1. This Agreement commences on the Effective Date and continues for an initial term of 12, 36, or 60 months, after which the Agreement will automatically renew for successive ninety (90) day terms (the "Renewal Term"). Either party may terminate the Agreement without penalty by providing ninety (90) days written notice prior to the expiration of the Renewal Term.
- 4.2. Notwithstanding Section 4.1 above, if Customer terminates the Agreement or all Services prior to the expiry of the initial Term, or TeamsTel terminates the Agreement due to Customer's breach, Customer will owe TeamsTel (i) the Minimum Commitment for the remainder of the Term that would have otherwise been payable.
- 4.3. If Customer fails to (i) pay for the Services per this Agreement or (ii) properly dispute an unpaid invoice per this Agreement, TeamsTel may terminate the Agreement and cease providing the Services with ten (10) days prior written notice. In such event, TeamsTel may deactivate all Sessions allocated to Customer. NRCs shall apply to reactivated Sessions. The rights and remedies provided in this clause are in addition to any provided by law.
- 4.4. In addition to any other rights in this Agreement, at law or in equity, either party may terminate any Service(s) or the Agreement if:
  - (a) the other party has committed a material breach for which it failed to remedy within thirty (30) Days after having been notified of such breach;
  - (b) the other party has a receiver or an administrative receiver appointed over an applicable part of its undertaking or assets, passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect, if the other party ceases or threatens to cease to carry on business, or undergoes any analogous acts or proceedings under any foreign law.
- 4.5. In addition to any other rights at law or in equity, TeamsTel may immediately terminate the Agreement or any portion of the Services if it is obliged to comply with an order or request of an NRA (National Regulatory Authority), court, emergency service organization or other competent legal authority.
- 4.6. TeamsTel may terminate the Agreement upon ten (10) days prior notice in the event that no Service has been purchased or used by Customer for a period of ninety (90) days. TeamsTel shall not be liable for any loss, damage

or inconvenience suffered by Customer as a result of termination made pursuant to this clause. Customer will not be entitled to any compensation should such termination occur.

## **5. SUSPENSION**

- 5.1. TeamsTel may, without prejudice to any right it may have to terminate the Agreement and without liability for any loss suffered by Customer, and upon ten (10) days prior notice suspend the provision of one or more Services in the event that:
- (a) It is entitled to terminate the Agreement pursuant to terms set forth under clause 4;
  - (b) There are reasonable and demonstrable grounds to believe that the Service is being used fraudulently, illegally, or in violation of the terms of this Agreement; or
  - (c) It needs to carry out emergency works to its network or Service equipment or to alleviate network congestion.

## **6. LIMITATION OF LIABILITY**

- 6.1. Neither party shall be liable to the other for any claims or costs sustained by the other party, its interconnected carriers, peering partners, customers or end users due to:
- (a) any failure or breakdown of equipment or transmission facilities associated with providing the Service(s) and managed or operated by third parties; or
  - (b) any loss of data, content, quality or accuracy of information received in relation to the Services.
- 6.2. Either Party may be held liable for any fraudulent or unauthorized use of Customer's passwords or other security codes, resulting from loss, theft, hacking of their network or disclosure to another person.
- 6.3. In no event shall either party be liable for consequential, special or indirect damages or losses, irrespective of whether under contract, tort or otherwise (including loss of profits, revenues, customers or damage to reputation or goodwill).
- 6.4. Neither party shall be considered in breach under the Agreement, to the extent that such breach is a direct result of the other party's failure to fulfill its obligations under the Agreement.
- 6.5. Either party's liability against the other for any damages under the Agreement; except in cases of the Parties' indemnification obligations, fraud, gross negligence, willful misconduct, or violations of the terms for payment, confidentiality, intellectual property, data privacy, or the Acceptable Use Policy shall in no event exceed the lesser of either (i) the total amount of Charges invoiced by TeamsTel and paid by Customer during the 6 months prior to the event that caused the liability, or (ii) 25,000USD.
- 6.6. Subject to 6.3 above, nothing in the Agreement shall serve to limit either party's liability for (i) death or personal injury caused by or arising from its gross negligence, or (ii) any conduct qualified under the applicable law as being willful misconduct or fraud.
- 6.7. No claim for losses or damages whatsoever in connection with the Agreement shall be made more than one (1) year after the date of the event giving rise to such damages is known or reasonably should have been known to the party making such claim.
- 6.8. TeamsTel will not be liable in the event the Services (or a part of them) cannot be provided following (i) the bankruptcy or the winding up of TeamsTel's carrier(s), (ii) a force majeure event, or (iii) a computer-based attack on TeamsTel's network and equipment. In these cases, TeamsTel will make commercially reasonable efforts to restore the Service(s) as soon as practicable.
- 6.9. Customer acknowledges that TeamsTel's Emergency Services rely on third party networks for delivery of emergency calls in each country. If Customer orders Emergency Services, TeamsTel shall not be liable for any Customer damages or losses incurred as a result of these third-party providers' actions, omissions or failures.
- 6.10. Customer acknowledges that TeamsTel's Hosted SBC Services rely on Microsoft Azure Virtual Machines.

TeamsTel can only provide availability that is in line with Microsoft's Azure Virtual Machine SLA. The details of Microsoft's SLA can be viewed at <https://azure.microsoft.com/en-ca/support/legal/sla/virtual-machines>. In the event that Microsoft Azure has an outage, TeamsTel shall not be liable for any Customer damages or losses incurred as a result of Microsoft actions, omissions or failures. Notwithstanding the foregoing, TeamsTel reserves the right to modify, change or replace the machines at any time during the Term with comparable machines, services, and SLA's.

## **7. WARRANTIES AND DISCLAIMERS**

- 7.1 TEAMSTEL WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. FOR THE AVOIDANCE OF DOUBT, THIS EXCLUSION EQUALLY APPLIES TO ANY WARRANTIES OR REPRESENTATIONS GIVEN BY OR ON BEHALF OF TEAMSTEL PRIOR TO THE DATE OF THE AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT IS TECHNICALLY IMPOSSIBLE TO PROVIDE THE SERVICES COMPLETELY FREE OF FAULTS.
- 7.2 SERVICES OFFERED ON A PRE-RELEASE, TESTING, OR BETA BASIS, ARE PROVIDED AS IS, WITHOUT ANY WARRANTIES. IF CUSTOMER SUBSCRIBES TO SERVICES ON A PRE-RELEASE, TESTING OR BETA BASIS, TEAMSTEL MAY TRANSITION CUSTOMER TO THE GENERAL RELEASE SERVICES AT THE COMPLETION OF TESTING OR AT ITS SOLE DISCRETION. CONTINUED USE AFTER TRANSITION SHALL CONSTITUTE ACCEPTANCE OF THE GENERAL RELEASE TERMS.

## **8. INDEMNIFICATION**

- 8.1. NOTWITHSTANDING CLAUSE 6.5, WHICH EXCLUDES THE PARTIES' INDEMNIFICATION OBLIGATIONS, EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS ("INDEMNIFYING PARTY"), THE OTHER PARTY, ITS SUPPLIERS AND PARTNERS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS, AND REPRESENTATIVES ("INDEMNIFIED PARTY"), AGAINST ANY ACTUAL CLAIM, LOSS, LIABILITY, GOVERNMENTAL INVESTIGATION OR ENFORCEMENT ACTION, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN CONNECTION WITH CLAIMS MADE OR BROUGHT BY A THIRD PARTY ARISING FROM OR RELATED TO THE INDEMNIFYING PARTY'S PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS AND DUTIES UNDER THE AGREEMENT, OR ANY CLAIM THAT THE SERVICES OR THEIR USE BY CUSTOMER INFRINGE ANY INTELLECTUAL PROPERTY RIGHT, EXCEPT FOR THOSE CLAIMS, LOSSES, LIABILITIES AND EXPENSES ARISING FROM OR RELATED TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY.
- 8.2. Either Party shall promptly notify the other Party as soon as practicable upon learning of the existence of an indemnifiable claim. Both Parties will reasonably cooperate with the other Party and its attorneys in the defense of an indemnifiable claim. Each Party reserves its right to retain separate counsel, at the Party's expense, and participate in connection with any indemnifiable claim, provided that such participation does not interfere with the other Party's defense.
- 8.3. Any settlement of an indemnifiable claim shall: (i) only be entered into with the other Party's consent if such settlement imposes any restriction or admission of responsibility of the other Party; and (ii) includes an appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- 8.4. If Customer orders Emergency Services, Customer shall indemnify and hold TeamsTel harmless from and against any third-party claims, losses and damages arising from Customer's failure to maintain accurate User location information or alteration of CLI (Calling Line Identification).

## **9. FORCE MAJEURE**

- 9.1. Neither Party shall be liable for any default or delay in the performance of its obligations, except for payment

obligations for Services rendered up to the date of the force majeure event, and for Services unaffected by the force majeure event, under the Agreement if such default or delay is due directly or indirectly to causes beyond its reasonable control, including but not limited to fire; explosion; vandalism; sabotage; natural disasters; flood; earthquake; acts of God; war; riots; civil disturbances; rebellions; revolutions; insurrections; acts of terrorism; governmental acts; court order; labor dispute; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment ("Force Majeure"). In such event, the Party with the obligation to perform shall resume performance as soon as reasonably possible.

## **10. INTELLECTUAL PROPERTY**

- 10.1. Any and all patents, registered and unregistered designs, copyrights, trademarks, name and all other intellectual property rights whatsoever, which are used in connection with the Service and/or Service equipment, shall remain the sole property of entitled owner of such rights or its subcontractors.
- 10.2. Customer may not use the name, trademark or logo of TeamsTel in any sales, marketing, press release, advertisement or other publication, or make any public statement relating to TeamsTel, without the prior written consent of TeamsTel.
- 10.3. TeamsTel agrees to indemnify, defend, protect and hold Customer harmless from and against, and assumes liability for, any and all actions, damages or claims of any type brought against Customer for infringement of any intellectual property rights related to any usage or re-sale of the Services, except in any case where (i) such infringement claim arises from the combination of any of the Services by Customer with any other service, network, software, hardware, program or device neither provided nor otherwise explicitly authorized in writing by TeamsTel; or (ii) such infringement claim arises from Customer's substantial non-compliance with TeamsTel's instructions or specifications. Customer shall give TeamsTel prompt notice of such intellectual property infringement claim. Each party shall cooperate fully with the other in the defense of any such infringement claim. Customer shall not settle any such infringement claim without the prior written consent of TeamsTel.
- 10.4. TEAMSTEL AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD CUSTOMER HARMLESS FROM AND AGAINST, AND ASSUME LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, SETTLEMENT, COSTS, OR EXPENSES (INCLUDING LEGAL EXPENSES AND THE EXPENSES OF OTHER PROFESSIONALS), AS INCURRED, ARISING OUT OF OR IN CONNECTION WITH ANY INFRINGEMENT (OR CLAIM FOR INFRINGEMENT) OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. PROVIDED HOWEVER THAT TEAMSTEL'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS DO NOT APPLY TO THE EXTENT CAUSED BY CUSTOMER'S MODIFICATION OF THE SERVICES OR MISUSE OF THE SERVICES

## **11. PUBLICITY**

TeamsTel may use Customer's logo and name for commercial and marketing purposes (e.g., in TeamsTel's corporate company presentation, collaterals, advertising, etc.) during the Term. If requested by TeamsTel and agreed to mutually by the Parties, the Parties will develop a joint press release and a TeamsTel case study to be published within 6 months of request.

## **12. CONFIDENTIALITY**

- 12.1. TeamsTel and Customer shall treat as confidential all non-public information related to the business of the other party, whether received before or after the Effective Date, including without limitation all financial information, technical data, information relating to the pricing methods, products, processes, lists, statistics, programs and software, research, development or information which is stated to be confidential or, from its nature and the context of disclosure, should reasonably be understood by the recipient as confidential ("Confidential Information").
- 12.2. Confidential Information shall be deemed proprietary to the disclosing party and the receiving party shall not disclose it to a third party without the prior written consent of the disclosing party. The terms of the Agreement shall also be considered Confidential Information, subject to any permitted uses of the parties' logos. Each party shall use the same means as it uses to protect its own confidential information, but in any event not less than

reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. Each party agrees that it will disclose the other's party Confidential Information only to its own employees, officers, representatives, advisers and consultants on a need-to-know basis, and only to those who have agreed to maintain the confidentiality thereof under terms at least as restrictive as those contained herein.

- 12.3. This obligation of confidentiality shall not apply to information which the receiving party can demonstrate is: (i) already rightfully known by the receiving party at the time it is obtained, free from any obligation to keep such information confidential; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) rightfully received from a third-party without restriction and breach of the Agreement; or (iv) required to be disclosed to a court, NRA, other competent public authority, or upon request validly made under the applicable regulatory or legal framework in order to comply with any applicable laws or regulations, provided that the receiving party shall whenever reasonably possible provide the disclosing party with prompt written notice of such required disclosure.
- 12.4. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations in connection with this Agreement.
- 12.5. Upon the expiration or termination of the Agreement, each party shall, at the other's election, either promptly return or destroy all Confidential Information of the other party and all copies thereof, including any electronically stored copies.

### 13. DATA PRIVACY

Any Personal Data processed under the Agreement shall be done in accordance with the Privacy Statement, which is available at: [www.teamstel.com/privacystatement.pdf](http://www.teamstel.com/privacystatement.pdf)

### 14. MISCELLANEOUS

- 14.1. **Assignment.** No party may assign the Agreement or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent will not be unreasonably withheld. Provided however, that either Party may, without the other Parties' consent, but with notice to the other Party, assign its rights and obligations hereunder to any Affiliate or entity pursuant to a merger, stock sale or other reorganization or the sale or exchange of substantially all its assets.
- 14.2. **Relationship.** Except as expressly set forth in the Agreement, nothing in the Agreement shall be construed to constitute or appoint either TeamsTel or Customer as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever.
- 14.3. **Notices.** All notices, requests or other communications shall be in writing, addressed to Customer's designated contact and, for TeamsTel, Customer's account manager. Notices delivered by registered or certified mail shall be deemed to have been received on the fifth Business Day following the mailing thereof. Notices sent email shall be deemed to have been received upon delivery confirmation.

If to TeamsTel: **8250 SW 72<sup>nd</sup> CT #W316**  
**Miami, FL 33143**  
Phone : **1 (786) 471-2832**  
Email : **Management@TeamsTel.com**

If to Customer:  
**Refer to Customer's Signed Agreement Address.**

\_\_\_\_\_  
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- 14.4. **Severability.** If any part of the Agreement is or becomes illegal, invalid or unenforceable, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity

or enforceability of the remaining parts of the Agreement. No delay or failure by TeamsTel to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly agreed between the parties. No waiver by either party to any provisions of the Agreement shall be binding unless made in writing.

- 14.5. **Survival.** If Any provisions of this Agreement which, by their nature, should survive or may reasonably be interpreted as surviving the termination of this Agreement, including provisions relating to payment, indemnity, limitations of liability, and confidentiality, will survive the termination or expiration of this Agreement and continue in full force.
- 14.6. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of Delaware. Each of the parties acknowledge that the venue for the exclusive enforcement of this Agreement shall be in the State of Delaware.

**14.7. Entire Agreement**

- (a) This Agreement, including any amendments, represents the entire agreement between the parties and supersedes and cancels all previous negotiations or agreements (whether written or oral) with regard to the subject matter hereof. All services ordered prior to the Effective Date shall be prospectively governed by the terms herein.
- (b) In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement, precedence shall be given in the following order: (i) amendment(s) to the Terms of Service; (ii) Signature Page, if any; (iii) Terms of Service; (iv) Service Restrictions; (v) AUP; (vi) Price List; and (vii) Service Description.
- (c) By signing the Agreement, Customer's representative guarantees he or she has authority to bind Customer to the terms of the Agreement. Customer's subsequent use of the Services will be considered confirmation that Customer is so bound.

# Service Agreement

Version 8-1-2020

## 1. VOICE SERVICES

TeamsTel offers Voice Services in conjunction with the following types of Numbers, depending on country: local numbers, national numbers, mobile numbers, toll-free numbers, shared-cost numbers, special numbers and international numbers. Voice services and Numbers are provisioned in conjunction with Channels for call capacity, which may be associated with a country or geographic zone. Voice Services are defined as follows and include the following categories of Services:

- 1.1. **Configuration of Direct Routing with TeamsTel's Hosted SBC.**
  - 1.1.1. **Activation and Provisioning.** TeamsTel will configure the MS Teams side of direct routing on the SBC as well as the configuration of the TSP side of the SBC and will apply the DIDs (active and non-active DIDs provided by the connected carrier) to the Customer Profile on the SBC.
    - (a) If TeamsTel is not the customer's MS Teams Voice Support, then the customer is responsible for the configuration of all the voice functionality features of their PBX.
- 1.2. **Dynamic Emergency Services.** TeamsTel's will work with the customer to configure the Dynamic Emergency Services.
  - 1.2.1. Configuring Dynamic Emergency Services in the customer's MS Teams tenant.
  - 1.2.2. Granting of Emergency Routing Policies for the applicable users in the MS Teams tenant.
  - 1.2.3. Configure SBC for ELIN support based on carrier specifications.
- 1.3. **Configuration of MS Teams is an additional service and will be priced accordingly in a separate Scope of Work when applicable.**

## 2. SERVICE LIMITATIONS

- 2.1. Some Numbers may be restricted by the laws or regulations of a country only to being used within certain geographic confines. The law may require that end-users of such Numbers prove that they reside within these areas. If required by law, Customer shall ensure that (i) each Number is only allocated to Users physically located in the geographic area corresponding to the Number, (ii) that correct information confirming the User's location data is input into Customer's web portal, and (iii) that this information remain updated and correct at all times. Customer will make their best effort to fulfill these obligations and understands that TeamsTel has the right to suspend services if Customer fails to correct any identified errors in a timely manner.
- 2.2. Customer expressly acknowledges that a number of service functionalities available via publicly available telephony services, including but not limited to access to emergency services and directory enquiries, may not be provided with all Telco Carrier Services. Customer shall refer to their Telco Carrier's Service Restrictions and website to confirm which features are available for its purchased Services and coverage.
- 2.3. Except as otherwise provided in this Agreement, Customer expressly acknowledges and agrees that TeamsTel shall in no circumstance be liable for any third party claims due to any failures of another service provider, such as but not limited to routing and termination of emergency calls to the appropriate emergency services centers, provision of caller location, or support of call back capability.
- 2.4. Subject to Section 6.6. of the Agreement, Customer agrees to defend and fully indemnify TeamsTel for any direct damages and actual losses incurred by TeamsTel in relation to a third-party claim arising from the inability of Customer or its Users to contact Emergency Services.

## 3. MISCELLANEOUS

- 3.1. This Service Description may be amended from time to time with thirty (30) days prior written notification to Customer whenever TeamsTel adds or eliminates Services or to improve the characterizations of the Services. Continued use of the Services following notification constitutes acceptance of the new Service Description terms.

# Acceptable Use Policy

Version 8/1/2020

- 1.1. TeamsTel's Services and network must only be used by Customers in a responsible manner. To this end, this Acceptable Use Policy ("AUP") defines the acceptable practices for the use of TeamsTel's Services; protects the interests, reputation and resources of TeamsTel and its Customers; and protects, as far as TeamsTel is reasonably able, the public Internet community as a whole.
- 1.2. By using TeamsTel's Services, Customer acknowledges that it has read, understood and agrees with the terms of this AUP. Customer will make their best effort to ensure that all Users comply with this AUP.
- 1.3. TeamsTel complies with all applicable privacy laws, as detailed in the TeamsTel Privacy Policy, available at: [www.teamstel.com/privacystatement.pdf](http://www.teamstel.com/privacystatement.pdf).
- 1.4. Any complaints or enquiries regarding a breach of this AUP may be sent by email to [support@TeamsTel.com](mailto:support@TeamsTel.com). TeamsTel will reasonably investigate incidents involving such violations. If necessary, Customer shall provide reasonable assistance to TeamsTel for this investigation and cooperate with any law enforcement or regulatory authority to investigate claims of illegal or inappropriate behavior.
- 1.5. TeamsTel reserves the right to monitor the usage of Customers to ensure that the Customers comply with TeamsTel policy or applicable law. TeamsTel also reserves the right to, where feasible, implement technical mechanisms to prevent violations of this AUP or to comply with orders of legal authorities.
- 1.6. TeamsTel has sole and exclusive discretion to interpret this AUP and determine whether a Customer or User has violated it.
- 1.7. This AUP forms an integral part of the Agreement between TeamsTel and Customer and replaces any other AUP previously accepted by Customer.
- 1.8. Notwithstanding anything herein to the contrary, a violation of this AUP by a Customer's User shall be considered a violation of this AUP by Customer.
- 1.9. TeamsTel may modify this AUP from time to time with ten (10) days prior written notification to Customer. Use of the Services after the notification period, will constitute Customer's acceptance of the revised terms of the AUP.

## 2. SERVICE CHARACTERISTICS AND LIMITATIONS

- 2.1. In no event shall TeamsTel be liable to its Customers or any third party for any injury or loss resulting from inaccurate, unsuitable, offensive, illegal or unlawful use of the Services or any direct, indirect, special, or consequential damages arising from claims alleging that a Customer engaged in conduct that violates this AUP.
- 2.2. Customer accepts that TeamsTel's Services are provided on an "as is" basis and are not guaranteed to be error free. Communications and transactions conducted online may not be free of faults or absolutely secure. System failure may occur, and could limit Customer's accessibility to the Services.

## 3. RESTRICTED USES

### 3.1. TeamsTel Services

- 3.1.1. Customers may not use the TeamsTel Services in any manner which: (a) violates an applicable law, regulation, treaty, tariff or the Agreement; (b) violates the acceptable use policies of any networks, facilities, or services accessed through the Services; (c) infringes the intellectual property rights of TeamsTel or others; (d) violates the privacy of others; or (e) involves deceptive or fraudulent marketing practices.
- 3.1.2. Customer shall not use the Service, and shall require Users not to use the Service, for the transmission of information or the offering of any service which is contrary to any applicable law or regulation, abusive, harmful, threatening, or defamatory.

- 3.1.3. Customer warrants that all CNAM (Caller ID Name) information it uses for the origination of voice calls and Messages is not misleading, deceptive or fraudulent.
- 3.1.4. Customer shall implement appropriate measures to prevent fraudulent traffic on TeamsTel Services.
- 3.1.5. Customer shall not use the TeamsTel Services for any type of Spam related activities and shall ensure that its Users shall not send any Spam through TeamsTel's Service. In the event that TeamsTel suspects a transaction to be Spam, TeamsTel will notify Customer as soon as practicable to investigate the relevant Number. If the transaction is proven to be spam, Customer will immediately remove the relevant Number from service.
- 3.1.6. Customer shall not use the Services in any way that causes degradation to communications or network failure.
- 3.1.7. Customer shall not violate the Service Restrictions for any country's Numbers and Services.

### **3.2. Emergency Services**

- 3.2.1. Customer must not permit emergency calls to be placed from locations other than the location Customer has registered an activated Number, unless expressly permitted in a country's Service Restrictions. TeamsTel is not liable for any failure of Customer to maintain up to date location information for an activated Number.
- 3.2.2. Customer shall participate in test calls if requested by TeamsTel in order to ensure operability. If Customer refuses to do so, TeamsTel will not be liable for any damages that could have been avoided by participating in the testing.
- 3.2.3. Customer acknowledges the limitations VoIP-based emergency calling services and is responsible for communicating such limitations to Users.
- 3.2.4. Customer shall always transmit the true User CLI associated with an activated Number on all Emergency Services calls.
- 3.2.5. Customer acknowledges that the activation of a Number for Emergency Services or a change of a User's location information may require up to seven (7) Business Days to fully complete.

### **3.3. Customer Data Accuracy**

- 3.3.1. Customer is solely responsible for the accuracy of the data provided to TeamsTel, and TeamsTel reserves the right to reject any incorrect or incomplete data for correction and to exclude any incorrect, incomplete or non-compliant data from our Services.

## **4. SUSPICIOUS USAGE**

- 4.1. TeamsTel may monitor any fluctuations in usage. Should TeamsTel detect any unusual or suspicious usage, it may, at its sole discretion and without prejudice to any right which it might have to terminate the Agreement, elect to notify Customer and partially suspend any suspicious usage until further notice.
- 4.2. Notwithstanding detection of any unusual or suspicious usage, Customer understands and agrees that any suspicious or fraudulent usage that traverses the Customer's network will be fully charged by TeamsTel to Customer.

## **5. CONSEQUENCES OF PROHIBITED USES**

- 5.1. TeamsTel may take action to stop any violations of this AUP, which are contrary to any applicable law or regulation. TeamsTel may take immediate action, without regard to any cure periods in the Agreement, in response to such violation, including, but not limited to, termination of the Agreement. Customer will immediately be notified in writing if such action is taken.
- 5.2. TeamsTel may refer violators of this AUP to civil or criminal authorities for prosecution and will fully cooperate with any investigation or proceeding initiated by government authorities. Customer will immediately be notified in writing if such action is taken.

- 5.3. TeamsTel may disclose information transmitted over its facilities where necessary to protect TeamsTel and its Customers from harm, or where such disclosure is necessary to the proper operation of the system. Customer will immediately be notified in writing if such action is taken.
- 5.4. In case of prohibited activities by Customer or a User, TeamsTel reserves the right to charge 200 USD per occurrence to Customer to cover the administrative expenses related to these activities, including, but not limited to, recovery of the costs of identifying offenders and restricting or terminating access to the services.

## 6. MISCELLANEOUS

- 6.1. Customer may not transfer its account to any third party without prior written consent of TeamsTel and the completion of TeamsTel's Transfer of Account form. Provided however that Customer may, without consent, transfer its account to any Affiliate or entity pursuant to a merger, stock sale or other reorganization or the sale or exchange of substantially all its assets.
- 6.2. Customer is responsible for protecting the confidentiality of its password and user account. If Customer has reason to believe that the security of its password might have been compromised, Customer should promptly contact its account manager or [support@teamstel.com](mailto:support@teamstel.com).