DIDCENTRAL TERMS OF SERVICE

LAST UPDATED: December 1, 2022

THIS AGREEMENT PROVIDES FOR SETTLEMENT OF DISPUTES BY ARBITRATION INSTEAD OF JURY TRIALS.

These Terms of Service for DIDCentral, LLC ("DIDCentral") (this "Agreement") is a legal agreement between you ("Customer" or "you") and DIDCentral regarding the DIDCentral Services ("Services"). The Services include the systems (including hardware, software and equipment) by which DIDCentral provides its VoIP services to Customer and other DIDCentral users. Your use of the Services constitutes your agreement to the terms of this Agreement and DIDCentral's then-current version of its Acceptable Use Policy, available at www.didcentral.io, and you acknowledge that DIDCentral would not agree to provide the Services without that assent.

You may only receive the Services if you are a Service subscriber in good standing with a valid, authorized payment method on file with DIDCentral. You understand that you must obtain your own Internet connection in order to use the Services. We do not control your Internet access or the quality of your Internet connection. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES, OR FOR PROBLEMS IN THE SERVICES CAUSED BY YOUR INTERNET CONNECTION OR THIRD PARTY PRODUCTS OR SERVICES.

Additional DIDCentral Services can be purchased by users you designate as administrators through the DIDCentral user interface or portal or by calling DIDCentral Customer Support. You hereby authorize those users with administrative privileges to (i) add these Services to your DIDCentral account and (ii) commit you to pay for these Services in accordance with the terms of your order and this Agreement. You further authorize DIDCentral to obtain payment of your then-current statement balance from you each month from your credit card account.

You may designate one or more users to be an account administrator ("Administrator") with full administrative control of your account from the DIDCentral user interface or portal. Upon creation of your account, the individual assigned to be the Administrator is the individual who entered into an agreement with DIDCentral through our online sign-up process or, if the agreement was not entered into online, the individual whose name is identified on your order form. The Administrator: (i) can make any changes to the account (e.g., service additions, service deletions, assignment of users, account cancellations, updates to credit cards, etc.); and (ii) is the authorized individual on your account with respect to porting of your telephone numbers to a carrier other than DIDCentral. The Administrator may assign one or more additional administrators on the account and may re-assign "Administrator" status to another user. In the event that you wish to re-assign the Administrator designation on your account and the Administrator is unable to make the change, you must submit an email from the Administrator's email address that is on file with DIDCentral or otherwise provide a written request via facsimile, on your letterhead and executed by an officer or owner of the company that you represent.

If you want DIDCentral to provide information on your account relating to a customer service record or call log details (other than through any available user interface), such request may be made by the Administrator, but information provided by DIDCentral will only be transmitted to the email address on file for the Administrator. The Administrator may designate one or more "Company Contacts" for the

account. The Company Contact is the individual(s) who will receive all messages from DIDCentral concerning matters of general relevance to the account (notices of updates to the account, billing notices, maintenance alerts, etc.); such notices are typically provided through email. DIDCentral will initially assign the Administrator to be the Company Contact. A Company Contact may or may not be the Administrator for the account.

DIDCentral may adjust the components comprising a specific plan at any time. DIDCentral reserves the right, from time to time, to change the terms and modify service plans and features, provided that such changes are consistently applied in a manner and degree to similarly situated customers. DIDCentral will use commercially reasonable efforts to provide thirty days' notice of such proposed changes. DIDCentral also reserves the right to increase pricing when there are government sourced or regulated changes applicable to VoIP providers, which increase the cost of VoIP services, and to include/exclude certain international calling destinations at any time based on its commercial or legal judgment. All pricing is exclusive of taxes, fees, and other government charges.

Service Pricing and Changes

Customer agrees to pay DIDCentral the rates, fees and other service charges agreed to in the parties' Service Agreement, or as otherwise posted in your user portal, in accordance with the payment and billing terms more fully described below. In addition to all applicable usage-based (e.g., per-minute, per-call, per-text, per-number, and per-port charges), recurring, and one-time charges, Customer agrees to pay all applicable customs duties, sales, use, import or export, value added, excise, federal, state, local, public utility, universal service or other similar taxes and fees.

Unless the parties have a separately executed agreement to the contrary, you understand and agree that DIDCentral can prospectively change the rates and charges for its Services, and you agree to pay the then-applicable rates and charges for the Services you use in accordance with this Agreement. DIDCentral will publish applicable rates and rate changes via your portal, by emailing rate decks to your Company Contact email address, or through other commercially reasonable means. DIDCentral will use commercially reasonable means to provide you with prior notice of any rate changes, but Customer acknowledges and agrees that it is responsible to review the then-applicable rates before using any DIDCentral Service, and to pay all then-applicable fees and charges based on your usage of the Services.

DIDCentral reserves the right to change any of the other non-price terms of these Terms of Service, but only on a prospective basis after providing notice to you. DIDCentral will provide Customer thirty days' advance notice of any such changes that would have a materially adverse effect on you, and post the revised Terms on its website. Changes will become effective on the next business day following the 30-day notice period and, unless Customer has objected to any changes by delivering written notice to DIDCentral, Customer agrees to be bound by any changes after such 30-day notice period. Customer is solely responsible for checking the DIDCentral website regularly and keeping its contact information current.

Billing and Payment

DIDCentral is principally a prepaid service. Customer hereby authorizes DIDCentral to apply all applicable charges and fees incurred under this Agreement to the credit card Customer associates with this Agreement. Prepaid service requires the Customer's account to have sufficient funds at all times. All Services will be subject to immediate suspension without further notice at any time the account does not have sufficient funds.

At the inception of Service, Customer agrees to deposit a fixed amount into its DIDCentral account to establish its initial prepaid value. Thereafter, as Customer's use of the Services depletes its initial value through applicable Fees to the low-balance threshold (the default of which is $100.00), Customer agrees that its credit card may be charged to restore its account value above the low-balance threshold to a top-up value that Customer can define in the user interface.

Except for usage-based fees, all fees are due in advance on the first day of each billing period. Fees may include monthly recurring charges ("Service Fees"), and other non-recurring charges including, but not limited to, activation fees, porting fees, early termination fees, regulatory compliance fees ("Regulatory Recovery Fees") and government-mandated pass through fees such as, but not limited to, Universal Service Fund fees ("USF") and e911 fees ("Fees"). All usage-based charges, Fees and any other non-recurring charges are due and payable in arrears on the first day of each billing period following the month they were incurred. Customer agrees to pay for all equipment and set-up fees at the time Services are ordered. All payments, including payments paid in advance, are non-refundable.

Failure to pay in full will result in immediate account suspension and DIDCentral shall have no liability for such suspension. DIDCentral will assess an additional 1.5% per month (or the highest amount allowed by law, whichever is higher) late charge if your payment is more than thirty (30) days past due. Customer is responsible and liable for any and all fees, including reasonable attorneys' and collection fees and costs, that DIDCentral may incur in its efforts to collect any outstanding balances. Customer also agrees to pay any outstanding balances if you cancel the Services. Customer further understands and agrees that DIDCentral and its agents may use automated telephone dialing equipment or an artificial or prerecorded voice message to contact Customer in connection with this Agreement or DIDCentral's Services, and that DIDCentral may contact Customer at any telephone number Customer provides to DIDCentral, even if that number is a cellular telephone number.

During any period of suspension for non-payment, Services will be unavailable until the account balance is paid in full. In the event Services are terminated for reason of non-payment or otherwise, Customer understands and agrees that no Services will be provided and its assigned telephone numbers will be reclaimed immediately and no longer available to Customer.

Contract Termination for Convenience
In addition to DIDCentral's right to suspend or terminate Service in accordance with the terms of this Agreement and DIDCentral's Acceptable Use Policy, available at www.didcentral.io, either party may terminate this Agreement at any time without penalty provided that it sends written notice of such termination to other party at least 30 days prior to the effective date of such termination. Following the effective date of the termination, Customer may request a refund of its Prepaid Balance from DIDCentral. DIDCentral shall refund any balance held on behalf of Customer within 30 days of the termination, less any amounts due to DIDCentral.

Billing Calculations and Increments
DIDCentral calculates billable call duration from the time we receive the initial "INVITE" packet to the time we receive the final "BYE" packet. All usage is billed in the time increments identified in your user portal and in accordance with the type of traffic at issue, with usage measurement beginning upon the initiation of the first "INVITE" packet.

Actual and Fraudulent Use

Customer shall be responsible for the costs incurred by all inbound and outbound call traffic regardless of their source, authorization or scope ("Actual Use"). Should Customer's equipment be breached by an unauthorized third party, Customer shall be responsible for all costs, fees and other charges associated with the unauthorized traffic.

Customer agrees to bear the risk of loss and assume all liability arising from prohibited, unauthorized or fraudulent usage of Services under your DIDCentral account. Any such prohibited, unauthorized or fraudulent use by you is a material breach of the Agreement by Customer. Customer is solely responsible for securing all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control (MAC) address of telephones used by you or your End Users. You acknowledge that placing telephones on a publicly accessible IP address or a publicly accessible network will subject you and your End Users to a higher level of risk for fraudulent activity. Customer shall not be excused from paying for Services or any portion thereof on the basis that fraudulent usage or calls occurred. If we discover fraudulent usage, you consent to DIDCentral taking actions it deems reasonably necessary (including blocking access to particular calling numbers or geographic areas), without notice to you, to prevent such usage from taking place. Customer acknowledges and agrees that it is solely responsible for all charges incurred in connection with the use of the Services associated with Customer's account, whether authorized, unauthorized, fraudulent or otherwise, and that DIDCentral: (a) has no duty to investigate the authenticity of usage charged to Customer's account, (b) has no duty to take action to prevent fraudulent usage from occurring in connection with your account, and (c) is not liable for any fraudulent usage billed to Customer's account.

Suggestions and Custom Development
If Customer makes any suggestions regarding improvements, changes, or new features or functions relating to the DIDCentral Services (collectively, "Suggestions"), Customer irrevocably assigns to DIDCentral all right, title, and interest in and to the Suggestions.

If Customer chooses to engage DIDCentral to develop or create any improvements, changes, or new features or functions relating to the DIDCentral Services or how Customer uses or integrates the DIDCentral Services in Customer's environment ("Custom Work Product"), Customer may do so in writing and, if DIDCentral accepts in writing, Customer agrees to pay DIDCentral for the time reasonably incurred in developing that Custom Work Product at DIDCentral's hourly development rate of $250/hour. All right, title and interest in and to (a) the Custom Work Product and (b) all works, inventions and other subject matter incorporating, based on, or derived from any Custom Work Product, including all customizations, enhancements, improvements and other modifications thereof, in each case by whomsoever made and including all intellectual property rights therein, are and will remain with DIDCentral.

E911
Provided that you subscribe to an Interconnected VoIP service offered by DIDCentral, the DIDCentral Network is able to deliver the address, name and phone number of your office to Emergency Services upon dialing 911. Enhanced 911, or E911, service is disabled by default and must be enabled by DIDCentral Support. Customer agrees to provide thirty (30) days' notice to DIDCentral if it intends to use the DIDCentral Network for 911.

Emergency Services - 911 Dialing
1.   Non-Availability of Traditional 911 or E911 Dialing Service.

At DIDCentral 911 dialing service operates differently than traditional 911 service. You agree to inform any business invitees, guests, and other third persons who may be present at the physical location where you utilize the Services of the non-availability of traditional 911 or E911 dialing from your DIDCentral Services and equipment. The physical location where you utilize the Service must be the actual physical street address where your calling equipment—and thus where you would expect emergency personnel to come if you called 911—not a P.O box, mail drop, or similar address.

2.   Description of 911-Type Dialing Capabilities – Activation Required.

DIDCentral offers 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that differs from traditional 911 services. When you dial 911 your call is routed from the DIDCentral network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. If you make changes to your 911 address using the DIDCentral online user interface, your call may be routed to a different PSAP or local emergency service personnel, who may ask you to provide your location and other information.

Calls dialed by handset extensions included in your account with DIDCentral will be routed from the DIDCentral's network to the PSAP or local emergency service personnel designated for the address that you listed at the time of activation. In the event that your equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on your account may, at your option, create additional service locations and associate your equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign and re-assign their current location on an as-needed basis, provided, however, that your system administrator has previously activated that functionality. It is your sole responsibility to make any necessary or appropriate changes and to ensure that all business invitees, household residents, guests and other third persons who may be present at the physical location(s) where you utilize the Services are aware of this option. For any DIDCentral extensions assigned to a non-US 911 location (subject to applicable local law), calls placed to 911 will be routed to a US-based call center that may not be able to offer local emergency assistance to the caller.

3.   Service Outage.

You acknowledge and agree that (a) 911 dialing does not function in the event of a power failure or disruption. If an interruption in the power supply occurs, the Services and 911 dialing will not function until power is restored and you may have to reset or reconfigure equipment prior to utilizing the Services or 911 dialing; (b) service outages or suspension or termination of service by your broadband provider and/or ISP will prevent *all* Services, including 911 dialing, from functioning; (c) service outages due to suspension of your account as a result of billing issues will prevent *all* Services, including 911 dialing, from functioning; (d) if there is a service outage for *any* reason, such outage will prevent *all* Service, including 911 dialing; and (e) DIDCentral's liability is limited for any Services outage and/or inability to dial 911 from your line or to access emergency service personnel.

4.   Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.

You acknowledge and agree that (a) network congestion and/or reduced speed in the routing of a 911 communication made utilizing your equipment may be greater than that experienced when using traditional 911 dialing over traditional public telephone networks; (b) 911 dialing from your equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing; and (c) the general telephone number for the local emergency service provider may produce a busy signal or may take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

5.   Automated Number Identification.

Technical limitations may make it impossible for the PSAP and the local emergency personnel to identify your phone number when you dial 911. The local emergency operators answering the call may not see your telephone number or your registered address. The emergency center may not be equipped to receive, capture or retain your telephone number and registered address, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. DIDCentral's system is configured to send the automated number identification information; however, one or more telephone companies that route the traffic to the PSAP, and the PSAP itself, may not be able to receive the information and pass it along. You acknowledge and agree that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if (a) the call is unable to be completed; (b) the call is dropped or disconnected; c) you are unable to speak to tell the dispatcher the location of your phone number and/or (d) the Service is not operational for any reason.

6.   Limitation of Liability and Indemnification Related to 911 Services.

DIDCentral relies on third parties for the forwarding of information underlying such routing. DIDCentral and its third party provider(s) disclaim any and all liability in the event such forwarded information or routing is incorrect. DIDCentral and its officers, directors or employees may not be held liable for any claim, damage, loss or other cause of action, and you hereby waive any and all claims, damages, loss or causes of action, arising from or relating to DIDCentral's 911 dialing. You further agree to defend, indemnify and hold harmless DIDCentral, its officers, directors, employees, affiliates, agents and its third party provider(s) from any and all third party claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or resulting from (a) your failure to correctly activate 911 calling; (b) your provision to DIDCentral of incorrect information in connection with your 911 calling or service; (c) misrouted 911 or E911 calls; or (d) the absence, failure or outage of the Services, including 911 dialing and/or inability of any user of your Service to be able to dial 911 or to access emergency service personnel.

Number Porting
Customer agrees to the following:
1.   During the term of this Agreement, Customer grants DIDCentral and its agents authority to initiate porting requests on its behalf as DIDCentral determines is reasonably necessary for the provision of the Services. DIDCentral may place Customer's phone numbers with a new peer without further notice to Customer, provided however that DIDCentral will not place Customer's phone

numbers, or otherwise enter into any agreement, with any peer or other person which would directly result in Customer's loss of its phone numbers.

2.   DIDCentral, and its agents, are authorized to initiate changes to telephone service and for the purpose of obtaining service records, initiate or terminate ports, or to make changes to the ways in which Customer's telephone numbers are routed to the extent necessary for the provision of the Services.

3.   Customer agrees to release DIDCentral from damages of any kind, including, without limitation, direct, consequential and exemplary or punitive damages, in the event that either a terminating or servicing peer or a third party experiences technical difficulties that result in any or all of the following:

> a. Service Interruption
> b. Delays in porting
> c. Delays in service
> d. Lost Telephone Numbers

International Calling Coverage

Due to the nature of international tariffs, laws, and technical capacities of many international locations, not all international numbers are reachable from the DIDCentral network. This includes the following examples:

1.   The called number is a part of a military conflict with another party,
2.   The called number is under economic sanctions by the United States or United Nations,
3.   The called number is in a location where the call completion rates expose DIDCentral to very high fraud risks,
4.   The called number is a satellite phone or cruise ship,
5.   The called number is using infrastructure not reachable from the United States, or
6.   Other similar examples not listed here.

Reverse Engineering and Use Restrictions

The DIDCentral infrastructure is a collection of Data Centers, public cloud providers and other third party services and connections that collectively provides high availability for VoIP Services. This Infrastructure is highly confidential and proprietary to DIDCentral. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer agrees to not (i) reverse engineer, decompile, disassemble or otherwise attempt to derive techniques, processes, algorithms, know-how or other information from the Services or permit or induce another to attempt or perform the foregoing; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; or (iii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

Confidentiality

Apart from publicly available terms and conditions, DIDCentral and Customer agree that the rates, fees, and other charges offered, charged, and/or paid under this Agreement; DIDCentral's network, software and service delivery platform; Customer's usage under this Agreement; and any other non-public information and data exchanged between the parties under this Agreement are confidential and proprietary. The parties agree that such confidential information will not be disclosed, either directly

or indirectly, by any means, to any third person(s) without the prior express written permission of the other party during the term of this Agreement or at any time during the 3-year period following the end of the term.

You will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of DIDCentral's confidential information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature, and further agree to solely use DIDCentral's confidential information in connection with your use of DIDCentral's Services and your performance of this Agreement.

In the event disclosure is mandated by court order, subpoena, a governmental authority, or under law, the party who receives such demand must give prompt written notice to the other party prior to any such disclosure and cooperate fully in obtaining any protective order or other form of confidentiality protection.

All information that DIDCentral collects about your use of DIDCentral's website, its online user portal, and its Services are subject to our CPNI Policy.

Arbitration
The parties agree that DIDCentral may bring suit in court to enjoin infringement or other misuse of its intellectual property rights. With that sole exception, any controversies or disputes between the parties, whether arising out of or relating to this Agreement or otherwise, shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such the selection of an arbitrator, each party agrees to submit the selection of an arbitrator to the rules of the AAA. Arbitration shall take place in or near Washington, D.C. The rules of discovery under the State of New York shall apply. The Arbitrator shall be bound by the laws of the State of New York in her or his ruling. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be enforced in any competent court of law.

Waiver of Jury Trial
The parties understand and agree that they are waiving their right to a trial by jury in light of their agreement to arbitrate any disputes between them. But if, for any reason, a claim proceeds in court rather than in arbitration, the parties agree to waive any right to a jury trial.

Limitation of Liability
EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR FOR LIABILITY DIRECTLY CAUSED BY DIDCENTRAL'S RECKLESS OR INTENTIONAL MISCONDUCT , DIDCENTRAL WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, DATA, OR PATENT INFRINGEMENT OR VIOLATION OF ANY OTHER INTELLECTUAL PROPERTY RIGHT, EVEN IF CUSTOMER CLAIMS TO HOLD SUCH RIGHTS), EVEN IF DIDCENTRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, BY ENTERING INTO THIS AGREEMENT YOU AGREE THAT DIDCENTRAL WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES TO YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT

OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) ANY CLAIM, DEMAND OR SUIT BY CUSTOMER ALLEGING THAT THE DIDCENTRAL SERVICES, IN WHOLE OR IN PART, INFRINGE OR OTHERWISE VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT IN WHICH YOU CLAIM AN INTEREST (III) DIDCENTRAL'S DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (IV) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR OTHER DATA.

DIDCENTRAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR DIDCENTRAL'S SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INTELLECTUAL PROPERTY INFRINGEMENT OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNT YOU ACTUALLY PAID DIDCENTRAL UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PARTIES ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION, AND THAT THESE PROVISIONS REFLECT AN ALLOCATION OF THE RISK BETWEEN THE PARTIES AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE PARTIES' BARGAIN.

Warranty
EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN: DIDCENTRAL DOES NOT WARRANT THE SERVICES HEREUNDER OR THE ACCURACY OR CORRECTNESS OF THE RESULTS OF THE SERVICES, AND DIDCENTRAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF: (1) MERCHANTABILITY, (2) FITNESS FOR PARTICULAR PURPOSE, (3) EFFORT TO ACHIEVE PURPOSE, (4) QUALITY, (5) ACCURACY, (6) NON-INFRINGEMENT, (7) TITLE, (8) MARKETABILITY, (9) PROFITABILITY, (10) SUITABILITY, AND OR (11) ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE DIDCENTRAL SERVICES AND ANY MATERIALS, SOFTWARE, OR EQUIPMENT ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification
YOU HEREBY AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND DIDCENTRAL, ITS OFFICERS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, FINES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ANY THIRD-PARTY CLAIM RELATING TO YOUR USE OF THE DIDCENTRAL SERVICES OR YOUR BREACH OF THIS AGREEMENT, INCLUDING ANY CLAIM THAT YOU HAVE VIOLATED ANY TERM OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING SECTION ("COMPLIANCE WITH LAWS").

Compliance with Laws and Prohibited Use

You agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. DIDCentral may provide you with guidelines regarding compliance with applicable regulation(s); however, you are solely responsible for ensuring that your use of the Services is in compliance with such regulations. You may only use the Services for your own use. You may not use the Services in any way to provide, or as part of, any commercial service or application or in any way interfere with the users, services or equipment of the network. In addition to any other remedies available in equity or law to DIDCentral, failure to comply with any of the terms and conditions in this Section shall result in immediate termination of the Services.

Any use of the Services or any other action in violation of this Section or that causes a disruption in the DIDCentral network integrity, or in DIDCentral's determination threatens or compromises the security of DIDCentral, its vendors, its other customers or the Services whether directly or indirectly, is strictly prohibited and permits DIDCentral to suspend or terminate the Services without prior notice at the sole discretion of DIDCentral and further permits DIDCentral to disclose any information, including Customer's confidential information, to necessary authorities or third parties. DIDCentral shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages or content that it reasonably believes contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process, or inquiry. Any use found to be inconsistent with the restrictions of this Section may result in termination of the Services without prejudice to any other DIDCentral rights or remedies.

DIDCentral reserves the right to audit, track, and/or monitor Customer's use of the Services to (a) enforce the provisions of this Agreement, including the AUP; (b) conform to legal requirements or comply with legal process; (c) protect and defend the rights or property of DIDCentral or any third-party, including DIDCentral's carrier-vendors and other suppliers; (d) respond to requests for identification in connection with a claim of copyright or trademark infringement, or alleged unlawful activity; (e) act to protect the interests of DIDCentral's customers and its network reliability and integrity generally; (f) conform to DIDCentral's contractual obligations with any third-party supplier; or (g) provide the Services. Customer understands, agrees, and consents to DIDCentral's monitoring, which under certain circumstances involves DIDCentral's application of its proprietary, internal analytics tools or third-party-provided analytics-based tools to identify potentially unlawful use of the Services, which in some instances may involve certain calls either being declined for further carriage or routed and handled separately for further monitoring, but in no event does DIDCentral's Services change the form or content of any given call.

Customer agrees that this Agreement is sufficient notice to Customer of such monitoring to the extent any notice is required under applicable law. In the event DIDCentral is required by court order, statute, government regulation, subpoena, traceback request, or other governmental request to disclose Customer information (including, but not limited to, CPNI) to the authorities, Customer understands and consents to DIDCentral's cooperation with such efforts. Customer must and agrees to inform its subscribers of the provisions of this Compliance with Laws insofar as Customer provides any of such subscribers' traffic to DIDCentral for its provision of Services hereunder.

Waiver

The failure of either party to enforce a provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce those provisions in the future.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws provision.

Correspondence

During the course of the Agreement, Customer may make service requests of DIDCentral via e-mail, ticket submission, or phone call. The parties further agree that Customer may make certain changes to the Services it subscribes to via DIDCentral's user interface, including the addition or deletion of users and the addition or deletion of telephone numbers.

Entire Agreement

This Agreement, together with the parties' Service Agreement and any attachments and addenda thereto, contains the entire agreement between the parties, and there are no other oral promises or conditions with respect to the parties. This agreement supersedes any other written or oral agreements between the parties.

Severability

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

Survivability

All Provisions that logically ought to survive termination of this Agreement shall survive, including, without limitation, the sections relating to confidentiality, arbitration, indemnification, and limitations of liability.