

**COMCAST ENTERPRISE SERVICES  
PRODUCT SPECIFIC ATTACHMENT  
MASERGY UNIFIED COMMUNICATIONS AS A SERVICE (UCaaS)**

**ATTACHMENT IDENTIFIER: UCaaS, Version 2.0**

The following additional terms and conditions are applicable to Sales Orders for the Masergy UCaaS Services ordered under an Enterprise Master Services Agreement or the General Terms and Conditions. A further description of the Service is set forth in Schedule A-1 hereto.

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Enterprise Master Services Agreement or the General Terms and Conditions, as applicable.

“**Comcast Seats for Microsoft Teams**<sup>1</sup>” means the optional feature Customer can purchase that integrates a Customer-provided or Masergy-managed Session Border Controller (“**SBC**”) with Customer’s Microsoft Teams phone to enable calling over the Masergy voice network within Customer’s Microsoft Teams instance.

“**Direct Route**” refers to a feature available within Microsoft Teams that enables businesses to connect the Service to a Microsoft Teams phone, thereby providing the ability to make and receive calls placed to/from Customer’s telephone number on Customer’s Microsoft Teams instance.

“**Estimated Availability Date**” means the target date for delivery of Service.

“**Service(s)**” means the Masergy UCaaS Service, UCaaS offering, the features and components of which are set forth in Schedule A-1. Subject to service availability, Customer may order Service for use at Service Locations within Masergy’s service areas.

“**SIP**” means Session Initiation Protocol.

“**Underlay Connectivity Service**” means a service providing connectivity to the Internet.

“**Voice Service**” means any commercial digital voice component of the Services that enables or has the capability of making calls to 10-digit telephone numbers interconnected to the public switched telephone network. For clarity, Voice Service does not include Webex App – Meetings and Messaging.

“**Webex App – Meetings and Messaging**” means the Cisco cloud-based Service Component of UCaaS with Webex (*Basic, Basic – Softphone Only, Standard or Premium*) Service that provides an integrated collaboration experience from any approved device and includes HD video, messaging, file sharing, screen sharing and conferencing.

**ARTICLE 1. PROVIDER**

The Service shall be provided by Masergy Cloud Communications, Inc. or one of its operating affiliates or subsidiaries.

**ARTICLE 2. CUSTOM INSTALLATION FEE**

Once Masergy accepts a Service Order Form for Service, Masergy will invoice Customer for all Custom Installation Fee(s), if any. Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order Form.

**ARTICLE 3. PROVISIONING INTERVAL**

Following its acceptance of a Service Order Form, Masergy shall notify Customer of the Estimated Availability Date applicable to that Service Order Form. Masergy shall use commercially reasonable efforts to provision the Service on or about the Estimated Availability Date; provided, however, that Masergy’s failure to provision Services by the Estimated Availability Date shall not constitute a breach of the Agreement.

**ARTICLE 4. SERVICE COMMENCEMENT DATE**

The Service Commencement Date shall be the date Masergy informs Customer (email acceptable) that the Service is available and performing at the Service Location in accordance with Schedule A-1 hereto (the “**Availability Notification**”). A single Service Order Form containing multiple Service Locations or services may have multiple Service Commencement Dates.

Masergy shall notify Customer that the Services are available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges and may be treated as a termination for cause by Masergy as provided under the Master Service Agreement. Masergy will consider the Service installation completed if Masergy has delivered Service, regardless of whether Customer refuses or fails to be ready to receive the Service.

Customer acknowledges and agrees that if Masergy is the

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<sup>1</sup> Microsoft Teams is a trademark of the Microsoft group of companies.  
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provider of the Underlay Connectivity Service, charges may begin to accrue with respect to the Underlay Connectivity Service and the Service at different times.

If Customer place an order for equipment with Masergy, Masergy will begin billing for such equipment as of the earlier of the Availability Notification or three (3) months after shipping such equipment to Customer.

#### **ARTICLE 5. TERMINATION CHARGES; PORTABILITY; UPGRADES**

**5.1** The charges set forth or referenced in each Service Order Form have been extended to Customer in reliance on the Service Term set forth therein.

#### **5.2 Termination Charges.**

(a) Subject to Section 5.3, in the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges for all months remaining in the Service Term.

(b) Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Masergy through the date of such cancellation or termination.

**5.3 Exclusions.** Termination Charges shall not apply to Services terminated by Customer as a result of Masergy's material and uncured breach in accordance with the General Terms and Conditions.

**5.4 Portability.** Customer may terminate an existing Service (an "Existing Service") and turn up a replacement Service (i.e., migrate from Intelligent SIP Trunking to Hosted Enterprise User) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Service Order Form to Masergy for the Replacement Service within ninety (90) days after termination of the Existing Service and that Service Order Form is accepted by Masergy; (d) Customer reimburses Masergy for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Masergy in installing and provisioning the Replacement Service.

**5.5 Upgrades.** Customer may upgrade the capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the Masergy UCaaS PSA

"Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must be at the Same Service Location as the Existing Service; (c) Customer submits a Service Order Form to Masergy for the Upgraded Service and that Service Order Form is accepted by Masergy; (d) Customer pays Masergy's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

#### **ARTICLE 6. TECHNICAL SPECIFICATIONS; SERVICE REQUIREMENTS**

**6.1** The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications").

**6.2** In order to provide the Service at a Service Location, Customer is responsible for ensuring that the Service Location has the Underlay Connectivity Service. The Underlay Connectivity Service may be pre-existing or ordered in conjunction with the Service. For the avoidance of doubt, the Underlay Connectivity Service may be provided by Masergy or a third-party provider.

**IF THE UNDERLAY CONNECTIVITY SERVICE IS TERMINATED AT A SERVICE LOCATION OR UNAVAILABLE FOR ANY REASON AT ANY TIME, THE SERVICE WILL BE INOPERABLE.**

#### **ARTICLE 7. VOICE SERVICE ACCEPTABLE USE POLICY**

**7.1 Use Restrictions.** The Service may only be used at the Service Locations set forth in a Sales Order. Customer is solely responsible for the lawful use of the Service and compliance with all applicable laws and regulations (including without limitation the Telephone Consumer Protection Act ("TCPA"), the Telephone Robocall Abuse Criminal Enforcement and Deterrence (TRACED) Act, the Truth in Caller ID Act, applicable FCC rules and orders, and applicable state telecom and consumer protection laws) and applicable third-party requirements, including without limitation outbound calling practices, consent and opt-out requirements and call recording/monitoring. If Customer uses the Service for call recording, monitoring, or analytics, Customer is solely responsible for providing all notices to and obtaining all consents from call participants as required by applicable law and providing Masergy with its policies and procedures for obtaining required consent upon written request (email acceptable). Customer expressly agrees not to use the Service for autodialing or robocalling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitations or polling), fax or voicemail broadcasting or blasting or for any other use that results in usage that is excessive or inconsistent with standard commercial calling patterns, as determined by Masergy. Customer also expressly agrees that it shall not use the Service in violation of the call spoofing restrictions set forth in Section 7.3 or in any manner inconsistent with the terms in

Sections 7.2 and 7.3 herein. If Masergy determines, in its reasonable discretion, that Customer's use of the Service is excessive relative to standard commercial calling patterns or is in violation of the Agreement or any applicable law, Masergy reserves the right, in addition to any other remedies available under the Agreement or at law, to terminate or modify the Service immediately and without notice. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MASERGY AND MASERGY'S AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, (SUB)CONTRACTORS, ATTORNEYS AND LICENSORS (EACH, A "MASERGY ASSOCIATED PARTY" AND COLLECTIVELY, THE "MASERGY ASSOCIATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO CUSTOMER'S FAILURE TO COMPLY WITH THIS ARTICLE 7.

## **7.2 Fraudulent and Robocall Traffic.**

(a) Masergy reserves the right to investigate suspicious calls and calling patterns.

(b) Masergy assumes no liability for (i) calls to Customer that Masergy blocks as fraudulent or illegal robocall traffic or (ii) calls made by Customer that are blocked by third party providers or Masergy as the result of any fraud or robocall mitigation efforts.

(c) If Masergy detects a pattern of calls having characteristics of illegal robocalls, or if there is otherwise a reason to suspect illegal robocalling or spoofing, Masergy will seek to identify the party making such calls and take appropriate action including, but not limited to: (i) initiating a traceback investigation; (ii) verifying Customer's right to use the calling telephone number; (iii) determining whether the calling name sent to a receiving party matches Customer's corporate name, trademark, or fictitious name; (iv) terminating Customer's Service; and (v) notifying law enforcement. Masergy may, but shall not be required to, inform Customer that Masergy is taking such action. Masergy reserves the right to inform an enforcement agency, or its delegate with jurisdiction, of the identity of Customer if Customer is determined to be the source of fraudulent robocalls or other illegal activity including but not limited to originating calls to telephone numbers that are on a state or federal Do Not Call list.

(d) Customer shall cooperate fully and promptly with Masergy in connection with any traceback investigation, subpoena, civil investigative demand, or regulatory inquiry relating to calls originated by Customer through the Service, including without limitation by providing call detail records, caller identification data, and any other information

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reasonably requested by Masergy or by any governmental or industry body within the timeframe specified by such body or, if no timeframe is specified, within twenty-four (24) hours of Masergy's request.

(e) Customer represents and warrants that all calls originated through the Service are initiated by or on behalf of Customer for legitimate business purposes, that Customer has the right to use all originating telephone numbers and caller identification information associated with such calls, and that Customer has implemented reasonable internal controls to prevent the use of the Service for illegal robocalling, spoofing, or fraud by Customer's employees, agents, contractors, and end users.

**7.3 Call Spoofing.** Customer acknowledges and agrees that it must, at all times when using the Service to originate or otherwise facilitate calls or messages using the Service, provide accurate and complete caller ID information. Customer shall not, and agrees not to, (a) use the Service to originate or otherwise facilitate calls or messages using misleading, incomplete or incorrect caller ID information, (b) transmit or cause to be transmitted misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value in violation of 47 U.S.C. § 227(e) (the Truth in Caller ID Act) or any comparable state or international law or (c) deliberately falsify the information transmitted to a called party's Caller ID display to disguise its identity for any unlawful purpose. For the avoidance of doubt, Customer's obligations under this Section 7.3 extend to all calls and messages originated through the Service, whether domestically or internationally.

**7.4 International Compliance.** Where the Service is used to originate, terminate, or otherwise facilitate calls or messages in jurisdictions outside the United States, Customer shall comply with all applicable local telecommunications, privacy, data protection, consumer protection, and anti-spam laws and regulations in each such jurisdiction, including without limitation any registration, licensing, consent, opt-out, or notification requirements imposed on the originator of such calls or messages. Customer acknowledges that regulatory requirements for voice services, caller identification, call recording, and electronic communications vary by jurisdiction and that Customer is solely responsible for determining and complying with such requirements. Masergy shall have no liability for any failure by Customer to comply with applicable local laws in any jurisdiction where the Service is used.

## **ARTICLE 8: SERVICE LIMITATION**

**8.1 Disruption of Service.** Customer acknowledges and agrees that Service will not be available for use under certain circumstances, including without limitation, (a) when the network or facilities are not operating, (b) if normal electrical power is interrupted and Customer-Provided Equipment and/or Masergy Equipment does not have a functioning backup power or (c) if the Underlay Connectivity

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Service is inoperable. Customer also acknowledges and agrees that the performance of any battery backup is not guaranteed. If the battery backup (if any) does not provide power, the Service, including calls to 911, will not function until both (i) power is restored, and (ii) the Masergy Network is operational. Customer also acknowledges that certain online features of the Service, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

**8.2 Provision of Service.** Subject to the terms and conditions herein, the Services are intended for commercial, non-residential use only.

**8.3 COUNTRIES NOT SERVED – FRAUD PREVENTION.** In order to prevent international long distance fraud and reduce toll-fraud risks to the Service customers, Masergy does not include direct dialing to the following countries for all Services: Afghanistan, Ascension Island, Bosnia-Herzegovina, Brunei Darussalam, Bulgaria, Central African Republic, Comoros Island, Congo, Cook Islands, Cuba, Diego Garcia, Djibouti Republic, Dominican Republic, East Timor, Falkland Islands, Gambia, Greenland, Guinea, Guinea Bissau, Iran, Iraq, Jamaica, Kiribati, Latvia, Lebanon, Liechtenstein, Lithuania, Madagascar, Maldives Republic, Morocco, Myanmar/Burma, Nauru, Nigeria, Niue Island, Norfolk Island/Antarctica, North Korea, Palau Republic, Papua New Guinea, Sao Tome and Principe, Satellite-Inmarsat, Satellite-Iridium, Satellite Network, Sierra Leone, Slovenia, Solomon Islands, Somalia, Spain (mobile numbers only), St. Helena, Sudan, Syria, Togo, Tokelau, Tunisia (mobile numbers only), Tuvalu, Vanuatu Republic, Zimbabwe, and any other country(ies) that Masergy determines, from time to time and in its sole discretion, is a high risk for toll-fraud.

## **ARTICLE 9: LIMITATIONS OF 911/E911**

**9.1 Limitations.** The Service includes a 911/Enhanced 911 function (“**911/E911**”) that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

**9.2 Correct Address. FEDERAL LAW AND MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) FOR 911 CALLS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER, AND NOT MASERGY, BEARS SOLE RESPONSIBILITY TO ENSURE THAT CUSTOMER COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO**

**IS A BREACH OF THE AGREEMENT.** In order for 911/E911 calls to be properly directed to emergency services, Masergy must have Customer’s correct Service Location address at all times. If Customer moves the Service to a different Service Location (even temporarily) without providing the correct updated information to Masergy and obtaining Masergy’s prior approval, 911/E911 calls may be directed to the wrong emergency authority, 911/E911 calls may transmit the wrong Service Location address, and/or the Service (including 911/E911) may fail altogether. Therefore, Customer must contact Masergy at least seventy-two (72) business hours before moving the Service to a new Service Location, or a new location within a Service Location and provide Masergy with the updated Service Location information to ensure the records update is in place by the time of the relocation.

Customer acknowledges and agrees that 911 calls made from nomadic Customer-Provided Equipment using the Service (i.e., Customer-Provided Equipment that can be moved to multiple locations but still use the same telephone number, including for calls placed via the Required Customer Service (as defined below)) will reach the emergency authority associated with the Service Location.

Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct Service Location, and for updating the system as necessary to reflect moves or additions of stations within the Service Location.

**9.3 Service Interruptions.** Customer acknowledges and agrees that the Service uses the electrical power in Customer’s Service Location and requires that the Underlay Connectivity Service be maintained. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-Provided Equipment and/or Masergy Equipment (if any) is not installed, fails, or is exhausted after several hours. Additionally, if the Underlay Connectivity Service fails, all calls (including without limitation 911 calling) will be interrupted. Masergy strongly suggests that Customer (a) arrange for its own backup power supply and (b) maintain an alternative means of accessing emergency services at all times. Provided that the underlying network is still operational, the duration of the Service during a power outage will depend, among other things, on Customer’s backup power choice and proper configuration of Customer’s disaster recovery features. Masergy bears no responsibility for such loss of the Service.

**9.4 Network Facilities.** Calls, including calls to 911/E911, may not be completed if Customer exceeds the Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

**9.5 Address Updates.** Failure by Customer to make Service Location updates, including updates to restore the service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location

update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

**9.6 911/E911 Limitations for Nomadic Users.**

Masergy only supports 911/E911 calls in those areas of the United States where Masergy can direct Customer's 911 calls to the appropriate Public Safety Answering Point (PSAP) in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges and agrees that 911 calls made within the U.S. from nomadic Customer-Provided Equipment using the Service will be directed to the emergency authority associated with the then-current Service Location address as described in Section 9.2. Customer agrees to comply with the Agreement (including this Product-Specific Attachment), all user guides, requirements and instructions provided by Masergy, including, without limitation, updating the Service Location associated with the nomadic Service or Customer-Provided Equipment. Masergy will be unable to register any Service Location provided in conjunction with the use of nomadic Service and/or Masergy Equipment that is outside its 911/E911 Voice Service support area. In such circumstances, Customer will be required to use an alternative means of accessing 911/E911.

**9.7 Locations Without Support for 911/E911.** If the Service Location provided in conjunction with the use of Masergy Equipment is deemed to be in an area that is not supported for 911/E911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911/E911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

**9.8 Teleworkers Users.** Masergy Equipment used for teleworking is intended for primary use at Customer's registered Service Location. However, such equipment may operate from any location where Customer or Customer's authorized end user is able to access a broadband connection. In order for 911/E911 calls to be properly directed to emergency services from such Masergy Equipment, Customer must update the Service Location as instructed in Section 9.2, above.

**9.9 Customer-Initiated 911 Testing.** Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to make test calls to 911, it agrees to obtain prior approval from the relevant state or local emergency communications authority and assumes all responsibility for the placement of such calls.

**9.10 Suspension and Termination by Masergy.**

Customer acknowledges and agrees that the Service,

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including 911/E911, as well as all online features of the Service, where Masergy makes these features available, will be disabled if Customer's account is suspended or terminated.

**9.11 LIMITATION OF LIABILITY AND INDEMNIFICATION.**

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER MASERGY NOR ANY MASERGY ASSOCIATED PARTY WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MASERGY AND THE MASERGY ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E911.

**9.12 911 Notice.** Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below:

**(a) Customer action is essential to the protection of its employees and other users of the Service, as described below.**

**(b)** Federal laws and regulations, along with many states, now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer must in the initial Sales Order or a subsequent Sales Order provide location information for each telephone number exactly as it should appear to the 911 call taker.

**(c)** Customer acknowledges and agrees that Customer, and not Masergy, bears sole responsibility to ensure that it complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Masergy 911 services described above at least to the extent required by law, and that Customer does not require the use of features not currently offered under the Agreement in order to comply with applicable laws. Regardless of if Customer also has "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the Service Location(s), Customer must maintain with Masergy updated location information for each telephone number as provided in this Section 9.12.

**(d)** Masergy provides an email notification to Customer from [Do Not Reply 911@comcast.com](mailto:DoNotReply911@comcast.com) (the "911 Email Address") when a 911 call has been made unless Customer has opted out from receiving such notification from Masergy. It is Customer's sole responsibility to provide an email address to Masergy and to keep such email address up to date.

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It is also Customer's responsibility to ensure that Customer's email does not filter, spam and/or block any emails from the 911 Email Address.

**9.13 Recommended Battery Back-Up is NOT Included.** Customer acknowledges and agrees that the Service uses electrical power from the Service Location. Customer further acknowledges and agrees that Customer may lose access to and use of the Services, including 911/E911, if electrical power to the Customer-provided gateway, PBX switch, Required Customer Service, handsets and/or other equipment is interrupted and such devices are not supported by a working battery backup. Customer also acknowledges and agrees that Masergy does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, provided the underlying network is still operational, the duration of the Service during a power outage using the Customer-Provided Equipment to provide Services will depend on Customer's backup power choice. If the Customer-Provided Equipment is disconnected or removed during a power outage and/or a battery is not charged, Services, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, Masergy bears no responsibility for such loss of Service.

**9.14 Emergency Services Administrative Lines.** Customer acknowledges and agrees that Customer must provide Masergy with prior written notice before using the Service for any administrative lines intended to serve as a backup method for receiving emergency calls during a 911/E911 service disruption. Customer may not use the Service in this manner unless and until Masergy has reviewed and approved the request in writing, and Masergy will have ten (10) business days from receipt of complete notice to conduct its review and issue its approval, which Masergy may withhold or condition to address technical, security, capacity, operational, or regulatory considerations. For clarity, the Service is not a substitute for traditional 911/E911, Masergy disclaims any warranty of availability or suitability for emergency calling, and Customer remains solely responsible for compliance with all applicable laws and for maintaining an alternative means of access to emergency services, to the maximum extent permitted under applicable law.

**ARTICLE 10: EQUIPMENT REQUIREMENTS; INCOMPATIBLE EQUIPMENT; CUSTOMER RESPONSIBILITY FOR CUSTOMER-PROVIDED EQUIPMENT**

**10.1 Equipment Requirements.**

**(a) Network Hardware Equipment.** In order to use the Service, Customer must maintain the Underlay Connectivity Service and may be required to obtain an enterprise Session Border Controller ("eSBC") or other adapter device or equipment (collectively, "**Required Network Hardware**

**Equipment**"). Following execution of the Service Order Form for Services, Masergy will conduct a technical assessment of Customer's infrastructure and Customer-Provided Equipment to determine the specific Required Network Hardware Equipment necessary for operation of the Services. Masergy will notify Customer of the Required Network Hardware Equipment following completion of such assessment. Customer shall be responsible for purchasing or leasing, as applicable, all Required Network Hardware Equipment identified by Masergy. Customer acknowledges and agrees that failure to obtain the Required Network Hardware Equipment will result in the Services being inoperable or otherwise failing to function, and that Masergy shall have no obligation to provide or guarantee operation of the Services until Customer has obtained all Required Network Hardware Equipment. Masergy shall not be liable for any failure of the Services to operate, or for any damages, losses, or claims arising therefrom, to the extent such failure results from Customer's failure to obtain the Required Network Hardware Equipment. Any Required Network Hardware Equipment leased by Customer from Masergy shall be deemed "Masergy Equipment" and shall be subject to the terms and conditions governing Masergy Equipment under the Enterprise Master Services Agreement and/or the General Terms and Conditions, as applicable. Any Required Network Hardware Equipment that Customer does not lease from Masergy, including equipment purchased by Customer from Masergy or any third party, shall be deemed "Customer-Provided Equipment" and shall be subject to the terms and conditions governing Customer-Provided Equipment under the Enterprise Master Services Agreement and/or the General Terms and Conditions, as applicable.

**(b) Premise Hardware Equipment.** In order to use the Service, Customer may need an IP phone handset, conference device, analog telephone adapter ("ATA"), other adapter device or equipment (collectively, "**Required Premise Hardware Equipment**"). Following execution of the Service Order Form for Services, Masergy will conduct a technical assessment of Customer's infrastructure and Customer-Provided Equipment to determine the specific Required Premise Hardware Equipment necessary for operation of the Services. Masergy will notify Customer of the Required Premise Hardware Equipment following completion of such assessment. Customer shall be responsible for purchasing or leasing, as applicable, all Required Premise Hardware Equipment identified by Masergy. Customer acknowledges and agrees that failure to obtain the Required Premise Hardware Equipment will result in the Services being inoperable or otherwise failing to function, and that Masergy shall have no obligation to provide or guarantee operation of the Services until Customer has obtained all Required Premise Hardware Equipment. Masergy shall not be liable for any failure of the Services to operate, or for any damages, losses, or claims arising therefrom, to the extent such failure results from Customer's failure to obtain the Required Premise Hardware Equipment. Any Required Premise Hardware Equipment leased by Customer from Masergy shall be deemed "Masergy

Equipment” and shall be subject to the terms and conditions governing Masergy Equipment under the Enterprise Master Services Agreement and/or the General Terms and Conditions, as applicable. Any Required Premise Hardware Equipment that Customer does not lease from Masergy, including equipment purchased by Customer from Masergy or any third party, shall be deemed “Customer-Provided Equipment” and shall be subject to the terms and conditions governing Customer-Provided Equipment under the Enterprise Master Services Agreement and/or the General Terms and Conditions, as applicable.

(c) Customer can visit <https://business.comcast.com/support/article/voice/Masergy-IP-phones> for a list of some devices that are compatible with the Service. For a full list of all compatible devices, Customer must contact its Masergy sales representative and/or project manager.

**10.2 Incompatible Equipment and Services.** Customer acknowledges and agrees that Service may not support or be compatible with:

(a) Non-recommended configurations, including, but not limited to, ATAs or eSBCs not currently certified by Masergy as compatible with Service;

(b) Certain non-voice communications equipment, including certain makes and models of alarm and security systems, certain medical monitoring devices, certain fax machines and certain “dial-up” modems;

(c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;

(d) Casual/dialaround (10-10) calling; 976, 900, 700, or 500 number calling;

(e) 311, 511, or other x11 calling (other than 411, 611, 711, 811 and 911); and

(f) Other call types not expressly set forth in Masergy’s product literature (e.g., outbound shore-to-ship calling).

Customer’s attempt to use any such systems or services in connection with the Services is solely at its own risk and Masergy shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

**10.3 Customer Responsibility for Customer-Provided Equipment.**

(a) Customer is solely responsible for (i) purchasing/providing, configuring and maintaining working telephones and handsets (each, Customer-Provided Equipment) and all other Customer-Provided Equipment, (ii)

notifying and training its users regarding proper use of the (A) Customer’s system in accordance with applicable requirements (including but not limited to any legal and/or regulatory requirements) and (B) feature functionality maintained on any Customer-Provided Equipment, including but not limited to extension dialing, call forwarding and call configurations and (iii) any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers and mandated 3-digit dialing codes and to enable calls to be connected to new area codes. Support of such N11 numbers and mandated 3-digit dialing codes may include configuration of features maintained by Customer, for which Customer is solely responsible for maintaining. Except as set forth in Section 10.2(e), Masergy will support N11 and mandatory 3-digit dialing codes where such codes are made available by the local municipality. Customer also acknowledges and agrees that Masergy only supports seven-digit local calling in certain areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Masergy shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Masergy utilized in the provision of the Service renders any Customer-Provided Equipment or other equipment provided by a Customer obsolete or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

(c) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

(d) Customer is solely responsible for origination or termination of misconfigured calls, such as calls originated with an invalid telephone number and for calls with telephone numbers reserved as “Do Not Originate.”

**10.4 Responsibility for Lines and Extensions.**

Masergy will order all telco lines required for local access to the designated building point of demarcation, unless otherwise agreed to by the Parties. Customer is responsible for the installation, maintenance, and warranty of circuit extension work or line extensions, and any charges associated with such circuit extension work or line extensions. If requested by the Customer, Masergy will request the Local Exchange Carrier (LEC) or other third-party provider to extend the circuit from the designated building point of demarcation to the extended delivery point; provided, however, that in some cases Masergy may not be able to provide the line extension. Customer may be billed separately by Masergy or by a third party for fees associated with facilities construction or line extensions, if applicable.

## **ARTICLE 11: ADDITIONAL LIMITATIONS ON MASERGY'S LIABILITY**

### **11.1 Limitations on Masergy's Liability for Directories and Directory Assistance.**

THESE LIMITATIONS SHALL APPLY WHERE (A) MASERGY MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, (b) CUSTOMER PROVIDES MASERGY SUCH INFORMATION TO BE PUBLISHED IN THE DIRECTORY OR DIRECTORY ASSISTANCE, AND (c) ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS AND (d) THE CONDITIONS SET FORTH IN SUBSECTION (c)(1), (c)(2) OR (c)(3) ARE DIRECTLY ATTRIBUTABLE TO MASERGY'S ACTIONS OR FAILURE TO ACT, THEN THE AGGREGATE LIABILITY OF MASERGY AND THE MASERGY ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY RECURRING CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO MASERGY TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS MASERGY AND THE MASERGY ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED IN SUBSECTION (c)(1), (c)(2) AND/OR (c)(3). IF ANY OF THE AFOREMENTIONED CONDITIONS OCCUR AND ARE NOT A RESULT OF MASERGY'S ACTION OR FAILURE TO ACT, MASERGY WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH CONDITIONS. FURTHERMORE, IF MASERGY MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER MASERGY NOR ANY OF THE MASERGY ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**11.2 Customer Information.** Masergy and its suppliers reserve the right both during the term of the Agreement and upon the termination of the Agreement to delete Customer's voicemail, call detail, data, files, or other

information that is stored on Masergy's or its suppliers' servers or systems, in accordance with Masergy's then-current storage and/or retention policies. Customer acknowledges and agrees that Masergy shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

**11.3 Call Verification.** Customer may be receiving enhanced Caller ID services that provide Customer with an indicator on calls when the caller's voice provider has indicated that the call is coming from a telephone number that has not been illegally falsified or spoofed. Customer acknowledges and agrees that an indicator that a particular calling telephone number has been authenticated or verified does not mean that the call is a desired call or a legitimate call. Similarly, Customer acknowledges and agrees that the lack of a "verified" indicator does not mean that the call is an unwanted or illegitimate call. Customer is responsible for protecting itself from fraudulent calls. Masergy shall have no liability for any actual or alleged damages claimed to be caused, directly or indirectly, as a result of Customer's reliance on enhanced Caller ID services.

## **ARTICLE 12: USAGE BILLING**

**12.1** The Service is subject to the Service pricing identified in the applicable Service Order Form, and subject to the Service pricing lists and fees available at <https://business.Masergy.com/support/article/voice/cbg-international-rates> (as the same may be updated from time to time).

**12.2** Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

**12.3** Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Masergy or its Associated Parties, as if such a call were answered by the called party, Masergy will charge Customer for a completed call. Voice Service pricing lists and fees can be found at <https://business.Masergy.com/support/article/voice/cbg-international-rates> (as the same may be updated from time to time).

**12.4** Except as otherwise prohibited by applicable law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Masergy reserves the right to round up any and all Voice Service invoice amounts

to the nearest one (1) cent.

**12.5 Billing Increments.** Billing increments for Service are available at <https://business.Masergy.com/support/article/voice/cbg-international-rates>. Masergy may update the website documents and/or URL from time to time.

**12.6 Rounding of Charges.** Except as otherwise provided in the Agreement, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

### **ARTICLE 13: CUSTOMER PROPRIETARY NETWORK INFORMATION**

Customer proprietary network information (“CPNI”) is information about the quantity, technical configuration, type, destination, location, and amount of use of the Services that Masergy, or any party on behalf of Masergy, may provide to Customer. Under federal regulations, telecommunications providers such as Masergy have an obligation to protect the confidentiality of CPNI. By executing a Service Order Form, Customer grants permission to Masergy to use Customer’s CPNI to evaluate Masergy’s existing Services and new opportunities to serve Customer better. Masergy may use Customer’s CPNI to identify additional communications related services or products that Customer may desire that will complement the Service(s) already provided to Customer.

### **ARTICLE 14: ADDITIONAL TERMS APPLICABLE TO WEBEX APP – MEETINGS AND MESSAGING AND WEBEX CONTACT CENTER**

In addition to Articles 1 through 13 above, Article 14 is specifically applicable to Webex App – Meetings and Messaging and Contact Center portions of the Service:

**14.1 End User Service Agreement; Privacy Policy.** Masergy is authorized to distribute the Webex App – Meetings and Messaging and Contact Center portions of the Service to Customers by a third party. In connection with and as a condition of such distribution by Masergy and use by Customer, the Webex App – Meetings And Messaging and Contact Center portions of the Service are governed by (a) the Webex Privacy Policy available at <https://www.cisco.com/c/en/us/about/legal/privacy.html>, (b) Privacy Datasheet for Webex Messaging and the App available at <https://trustportal.cisco.com/c/dam/r/ctp/docs/privacysheet/collaboration/cisco-webex-app-and-messaging-privacy-data-sheet.pdf>, (c) the Cisco End User License Agreement available at [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/eula/cisco-end-user-license-agreement-webex-direct.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco-end-user-license-agreement-webex-direct.pdf), and (d) the product specific terms available at Masergy UCaaS PSA

[https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~offer\\_descriptions](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~offer_descriptions). (as each of the foregoing may be updated by Cisco from time-to-time, collectively, “Pass-Through Terms”). Customer accepts the Pass-Through Terms.

**14.2 Service Description and Obligations.** Service descriptions and Customer compliance obligations applicable to the Webex App – Meetings And Messaging and Contact Center portions of the Service are available at <http://www.cisco.com/go/servicedescriptions>. Customer acknowledges and agrees to terms, conditions, and obligations set forth therein.

**14.3** Notwithstanding anything else in the Enterprise Master Services Agreement, the General Terms and Conditions or this Product Specific Attachment to the contrary, Customer acknowledges and agrees that: (v) Webex is not part of the Services; (w) Masergy has no obligations or liability arising from or relating to Webex; (x) Masergy may increase Services fees to take into account any increase in the fees charged by Cisco for Webex; (y) Cisco may terminate or suspend Customer’s access to or use of Webex as set forth in the Pass-Through Terms; and (z) Masergy may stop reselling Webex licenses to Customer at any time to the extent required by Cisco or Masergy loses the right to do so from Cisco. Masergy hereby disclaims, and Customer hereby discharges, waives and releases Masergy from any past, present and future claims, liabilities and damages, known or unknown, arising out of or relating to Webex.

### **ARTICLE 15: ADDITIONAL TERMS APPLICABLE TO COMCAST SEATS FOR MICROSOFT TEAMS**

In order to use the Service with the Comcast Seats for Microsoft Teams feature, Customer must use the Comcast Business Connector Portal. In connection with and as a condition to use by Customer of the Comcast Business Connector Portal, Customer acknowledges and agrees that: Customer acknowledges and agrees that: (a) Customer’s access and use of the Comcast Business Connector Portal is limited to Customer’s business purposes and solely in connection with the Masergy products/services Customer receives from Masergy for the specified duration in the Sales Order; (b) Customer may make and use a reasonable number of copies of the user instructions (both written and electronic), installation guides, technical manuals, and any other written or electronic documentation made available in connection with the Comcast Business Connector Portal to support Customer’s use of the Comcast Business Connector Portal in accordance with this PSA and the Agreement; (c) Customer must not: (i) attempt to create or recreate the source code for the Comcast Business Connector Portal, or re-engineer, reverse engineer, decompile or disassemble the Comcast Business Connector Portal; (ii) modify, adapt, translate or create derivative works based upon the Comcast Business Connector Portal; (iii) remove, erase or tamper with any copyright or other proprietary notice embedded in the Comcast Business Connector Portal; or (iv) sublicense, sell,

lease, rent, timeshare, or otherwise transfer, or pledge as security the Comcast Business Connector Portal or Customer's access to the Comcast Business Connector Portal; (d) by providing a user access to the Comcast Business Connector Portal, such user may have access to Customer's Service(s) details, usage and technical information, and Customer Proprietary Network Information (CPNI); (e) Masergy makes no representations or warranties about the Comcast Business Connector Portal and Masergy may change, modify, or alter at any time the information or functionality to which Customer will have access through the Comcast Business Connector Portal; (f) Masergy may immediately suspend Customer's access to the Comcast Business Connector Portal in its sole discretion, including without limitation, to address an emergency or threat to the security or integrity of Masergy's or Masergy's licensor's equipment, information, systems, or personnel; (g) Customer shall be responsible for the security, confidentiality, and use of Customer's username, password, and other security data; (h) Customer shall not provide any false identity information to gain access to or use the Comcast Business Connector Portal; (i) Customer shall be solely responsible for all information or orders (which shall include the submission of trouble tickets) electronically transmitted or use of any data, information, or Services obtained using Customer's username, password, and other security data; (j) Customer is solely responsible for the acts and omissions of all of its Comcast Business Connector Portal users and for promptly updating or revoking access when a user's role changes; (k) Customer must immediately notify Masergy if a user needs to be removed from the Comcast Business Connector Portal; (l) Customer shall not use the Comcast Business Connector Portal except as authorized, and shall not make the Comcast Business Connector Portal available to any third parties; (m) use of the Comcast Business Connector Portal shall be

consistent with this PSA and the Agreement; (n) Customer shall immediately notify Masergy if there is any unauthorized use of Customer's account usernames, passwords or other security data or any use inconsistent with the terms of this PSA or the Agreement; (o) Masergy is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Service and (p) MASERGY SHALL NOT BE RESPONSIBLE OR OBLIGATED FOR ANY COSTS, FEES, EXPENSES OR LIABILITIES ACCRUING AS A RESULT OF ANY UNAUTHORIZED USE OF THE COMCAST BUSINESS CONNECTOR PORTAL, CUSTOMER'S USERNAMES, PASSWORDS, ACCOUNT, OR OTHER SECURITY DATA.

Notwithstanding anything else in the Agreement or this PSA to the contrary, Customer acknowledges and agrees that: (v) Masergy has no obligations or liability arising from or relating to the Comcast Business Connector Portal; (x) Masergy may increase Services fees to take into account any increase in the fees charged by Masergy's third-party provider for the Comcast Business Connector Portal; (y) Masergy's third-party provider may terminate or suspend Customer's access to or use of the Comcast Business Connector Portal if Customer violates this PSA or the Agreement; and (z) Masergy may stop reselling the Comcast Business Connector Portal licenses to Customer at any time to the extent required by Masergy's third-party provider or if Masergy loses the right to do so from Masergy's third-party provider. Masergy hereby disclaims, and Customer hereby discharges, waives and releases Masergy from any past, present and future claims, liabilities and damages, known or unknown, arising out of or relating to the Comcast Business Connector Portal.

**PRODUCT-SPECIFIC ATTACHMENT  
MASERGY UNIFIED COMMUNICATIONS AS A SERVICE**

**SCHEDULE A-1  
SERVICE DESCRIPTION**

**1. Service Descriptions**

The Service is available as a softphone-only voice option up to full-featured UCaaS with enterprise-level meetings, as described in the table below. The Services described in the table below may be purchased individually or in certain combinations, as made available by Masergy and as set forth in a Service Order Form.

<b>UCaaS Service</b>	<b>Description</b>
Hosted Enterprise User	<p>An all-in-one hosted unified communications (UC) voice user license that delivers business calling features around the globe.</p> <p>Includes emergency calling**, hunt group, outbound callplan (domestic unlimited and international call plan), and voicemail service with transcription.</p> <p>For a summary of all available UC features, visit <a href="https://www.masergy.com/unified-communications/calling/user-bundles-and-features">https://www.masergy.com/unified-communications/calling/user-bundles-and-features</a>.</p>
UCaaS with Webex - Basic Softphone Only*	<p>Hosted Enterprise User plan using a Webex-based softphone app to make and receive voice calls on PC, Mac, and mobile devices. Customers with these plans cannot access collaboration features such as video calling, instant messaging, and persistent meeting spaces from the Webex app.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription.</p>
UCaaS with Webex – Basic*	<p>Combines Hosted Enterprise User voice calling with Webex collaboration for up to 25 people in cloud-based spaces (“<b>Spaces</b>”) with video, chat, and messaging.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
UCaaS with Webex – Standard*	<p>Bundle with all Hosted Enterprise User and UCaaS with Webex – Basic features that adds the ability to host up to 100 users in a personal meeting room (“<b>PMR</b>”) with a dedicated dial-in number.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
UCaaS with Webex – Premium*	<p>Bundle with Hosted Enterprise User voice and UCaaS with Webex – Standard features that increases the PMR count to 1000 attendees with up to 300 users per Space along with Apple Siri voice assistant integration.</p> <p>Includes emergency calling**, hunt group, outbound call plan (domestic unlimited and international call plan), and voicemail service with transcription features for business voice calls.</p>
Intelligent SIP Trunking	<p>Intelligent SIP Trunking service gives Customer the ability to transform its voice systems into unified communications (UC) platforms, without eliminating legacy PBX equipment.</p> <ul style="list-style-type: none"> <li>• Includes the options for Basic DID and Enhanced Trunk User Features (each as described in the table below).</li> </ul> <p>Available in metered/bundled minutes (500, 1000, 1500, 2000, 3000, 5000, and 10000)</p> <ul style="list-style-type: none"> <li>• Direct Route supported</li> <li>• Encryption supported</li> </ul>

Utility Line	Utility Line is a service for Customers that need common-area phones as well as paging interface units and door entry. Includes emergency calling and outbound call plan with unlimited domestic and international calling options.
Connector Basic	<ul style="list-style-type: none"> <li>• Integrates global voice calling plans into Microsoft Teams.</li> <li>• Based on the “Utility Line” license and includes the TeamMate PBX license as well as usage.</li> </ul>
Connector Enterprise	<ul style="list-style-type: none"> <li>• Integrates voice calling plans into Microsoft Teams.</li> <li>• Based on the “Hosted Enterprise User” license and includes the TeamMate PBX license as well as usage.</li> <li>• Allows for Hosted PBX features such as Shared Call Appearance (SCA), Presence, and feature access codes.</li> </ul>
Webex Plugin	Webex and Microsoft Teams integration allows users to start Webex voice and video calls from the Microsoft Teams application, allowing users to maintain their Microsoft Teams experience while leveraging Masergy Hosted UC to place and make calls.
Comcast Seats for Microsoft Teams	Subject to Section 1(A) below, Customer can purchase the Comcast Seats for Microsoft Teams for an additional monthly fee. Customer must procure and maintain at least two (2) Microsoft Teams licenses to use this feature. The Comcast Seats for Microsoft Teams feature provides Customer with Direct Route of calls placed to/from to the Masergy voice network within Customer’s Microsoft Teams instance. More specifically, this feature includes the provision and management of Masergy SIP sessions and telephone numbers for Customers integrating Microsoft Teams via Direct Route. Once purchased, Customer will receive a license to the Comcast Business Connector Portal, which enables Customer to manage the configuration of the scripting/connection via PowerShell.
Direct Route	Subject to Section 1(A) below, Customer may connect the Service with Customer’s Microsoft Teams license(s). If Customer does not purchase the Comcast Seats for Microsoft Teams, Customer will be solely responsible for connecting Customer’s Microsoft Teams license with the Service. For the avoidance of doubt, Customer will be solely responsible for configuring, managing, and supporting Customer’s Microsoft Teams environment, including Customer’s eSBC, Microsoft Teams phone licensing, call flow configuration, and all Microsoft Teams-related administration. Masergy will not handle, manage, support, assist with, advise on, or be responsible for any Microsoft Teams applications, features, policies, or connectors when the Service is used for Direct Route. If Customer fails to configure or misconfigures Direct Route, including the requisite scripting/connection, the Service will not operate, including but not limited to 911 calling.

\*For clarity and avoidance of doubt, each of the UCaaS with Webex options (*Basic, Basic – Softphone Only, Standard or Premium*) described in the table above includes, combines or is bundled with Hosted Enterprise User. Webex is not available for purchase from Masergy separate from Hosted Enterprise User.

\*\*For clarity and avoidance of doubt, emergency calling functionality operates only via the Hosted Enterprise User component of the Services, and not via Webex.

The following enhanced features may be purchased, as made available by Masergy, as add-ons to the Services described in the above table. The enhanced features may be purchased individually or in certain combinations, as made available by Masergy. The Basic DID and Enhanced Trunk User features are available as add-ons only to the Intelligent SIP Trunking Service.

<b>Enhanced Features</b>	
Additional Conference Bridge Ports	Provides functionality to allow an administrator/bridge moderator to create, configure, and manage multi-party conference bridge calls.
Basic Direct Inward Dialing (“DID”)	DID is a public phone number that users use to place and receive calls directly.
Call Center	Call Center solution is natively integrated into Masergy’s UC Admin Portal, providing an expansive, scalable call center application. For more information, visit <a href="https://business.Masergy.com/support/article/voice/Masergy-call-center-info">https://business.Masergy.com/support/article/voice/Masergy-call-center-info</a> .

Call Center Agent – Standard	Standard agents can be part of priority routing ACD/Queuing and optional call center clients.
Call Center Agent – Premium	Premium agents get enhanced skill-based ACD/Queuing and optional call center clients.
Call Center Client – Supervisor	Supervisors can manage call center agents, monitor agent calls, and generate agent reports.
Call Recording	Provides functionality intended to allow Customers to record all incoming and outgoing calls with 100% recording and record on demand (“ <b>ROD</b> ”). See Section 1(B) below for a detailed description of the Call Recording feature.
Call Recording – Agent Evaluation	Call center supervisors can create templates to score the agents calls.
Call Reports	Call reports provide a view of both internal and inbound/outbound calling traffic patterns.
Enhanced Trunk User Features	Enables access to additional UCaaS services to Basic DID such as last number redial, speed dial, 3-way conference calling, do not disturb, call transfer, the suite of call forwarding (“ <b>CF</b> ”) always, CF no answer, and CF not reachable (for disaster recovery, immediately forward calls if the power goes out) plus mobility and shared call appearance for up to 5 devices.
Fax Line	Fax Line offers the functionality of connecting existing analog fax machines and multifunction printer/copiers to a Customer’s business enterprise IP network. The fax machine is connected via an adapter called a fax terminal adapter (“ <b>FTA</b> ”).
Group Call	Group call is intended to provide users the functionality to join multi-way conferences on Customer’s timetable with Instant Group Call. When enabled, a user calls the assigned Instant Group Call number to have up to twenty (20) members of the group alerted.
IVR Services	Cloud interactive voice response (“ <b>IVR</b> ”) application that is intended to enable true omni-channel customer service.
Cloud IVR Studio Service	Inference Studio is a web based visual tool for users that build conversational experiences.
IVR Basic Session	This is intended to enable one concurrent virtual agent to be processed within Inference Studio in Dual-Tone Multi-Frequency (“ <b>DTMF</b> ”) mode (no text to speech (“ <b>TTS</b> ”) and automated speech recognition (“ <b>ASR</b> ”)) for inbound/outbound interactions.
IVR Standard Session	This is intended to enable one concurrent virtual agent to be processed within Inference Studio with full multiple language TTS and ASR capabilities for inbound/outbound interactions.
IVR Virtual Agent Session	All the features of a standard virtual agent additionally enabled with selectable open speech / natural language processing (“ <b>NLP</b> ”) artificial intelligence capabilities.
IVR Virtual Agent Session – Voice Biometrics	All the features of an IVR Virtual Agent Session additionally enabled with voice biometrics for user authentication in security solutions.
Q4ME Waiter	Queue-For-Me waiters allows callers to leave a busy call center queue and allowing them to maintain their place in line. When it is their turn, the waiter (virtual placeholder) is delivered to an agent for a callback. Available in multiples of five (5) waiters.
IVR SMS Services	Enhance the Cloud IVR Standard or Virtual Agent customer experience by combining voice and SMS channels.
IVR SMS Short Codes	Short codes are typically 5 digits in length and intended for one to many, such as applications needing to send time-sensitive messages to many users at once, such as marketing communications.

IVR SMS Long Codes	Long Codes are 10 digits in length and intended for person-to-person communications.
IVR SMS Credits	Each SMS message incurs a credit amount and Masergy provides flexible credit options based on the amount of SMS traffic used. Available in increments of 10000, 250000, 50000, or 100000 credits.
Local Directory Listing	Extension dialing allows a user to dial an abbreviated digit string to call another user in the user's group. Extensions can be associated to users and virtual users. Users without a phone number can have just an extension. The Directory listings are located in many places, such as the auto attendant name dialing directory, call control client software, and the telephone directory.
Music on Hold	Masergy may enable a "music on hold" feature allowing Customer to upload an audio file to play when calls are on hold.  If Customer uploads a file (or directs Masergy to do so), Customer represents and warrants that it has obtained all necessary rights and permissions to use and play the file as contemplated, and that use of the file will not infringe, misappropriate, or violate any intellectual property, publicity, or privacy rights of any third party or violate any applicable laws. Customer is solely responsible for obtaining and maintaining any rights or permissions necessary to use the file with the Service, and at Customer's expense, shall defend, indemnify, and hold harmless Masergy, its parents, Affiliates, subsidiaries, and their officers, directors, agents, and employees from and against any third-party claim or action (including reasonable attorneys' fees and costs) arising out of any file Customer uploads (or directs Masergy to upload), including but not limited to alleged infringement or breach of the foregoing representations and warranties.
Receptionist Desktop Client	Receptionist is a web-based application enabling a user to monitor a configurable set of users in the enterprise business group.
Toll Free Call Plan	Calling plan for toll free number for the United States.
Unity Client Suite	Unity client suite provides control functions directly from the end-user's desktop/browser and works with the Masergy phones including CRM integration.
Unity Client – Enterprise	Unity Desktop combines call control, Instant Messaging, telephony service configuration, click-to-dial and unified directories on the Microsoft Windows Desktop.
Unity Client – Enterprise Web	Unity Desktop Web is a web-based application that combines call control, Instant Messaging, telephony service configuration, click-to-dial and unified directories.
Unity Client – Reception	Unity Reception is an attendant console client for Windows for the front desk or receptionist user.
Unity Client – Agent	The Unity Call Center Agent desktop client helps agents manage and handle calls in the call center providing visibility of queue statistics and allowing them to manage their ACD status.
Unity Client – Agent Web	Unity Call Center Agent Web simplifies call handling and escalation, providing visibility of queue statistics and allowing them to manage their ACD status all from within the familiar internet browsers.
Unity Client – Supervisor	The Unity Call Center Supervisor desktop client helps managers to view the call center queues, the agents they manage, run call center reports and handle calls in the call center.

Unity Client – Dashboard	The Unity Dashboard is a real-time call center statistical display available in both tabular and graphical views. Unity Dashboard can accommodate different size screens and different customer requirements for both queue and agent statistics.
Unity CRM Connector	Unity CRM Connector integrates with CRM applications to facilitate contact lookup and “popping” for inbound/outbound calls, contact lookup, and click-to-dial. Unity CRM Connector is only available for Microsoft Windows PCs running Agile, Dynamics, Salesforce, SugarCRM, Zendesk, and Zoho CRM apps.
Utility Automated Attendant – Standard	Auto Attendant is a powerful and flexible tool to field inbound calls and deliver them to the intended destination through interactions with the caller. Once connected, the caller received a greeting that provides a menu of options to complete call routing.
Utility Hunt Group	Allows utility line to be part of a hunt group.
Utility Line	Utility Line is an IP-based service mimicking common business phone features.
Utility Voicemail	Allows utility line to provide voicemail.
Virtual Fax	Virtual Fax allows Customers to have published a 10-digit phone number for a fax assigned by Masergy. When someone sends a fax to this number, Masergy sends a fax file (.PDF) attached to an email address designed by the Customer.
<b>CPE – Hardware</b>	
Handsets, Conference Room, and Other Devices	Purchase and rental options for a variety of IP phones, conference room systems, and other business communications hardware from Cisco, Poly, and more. For more information, visit <a href="https://business.comcast.com/support/article/voice/Masergy-IP-phones">https://business.comcast.com/support/article/voice/Masergy-IP-phones</a> .
Premise Equipment	Purchase and rental options for session border controllers (SBC) and the Algo 8301 paging adapter and speakers.

A. Additional Terms Applicable to Comcast Seats for Microsoft Teams and Direct Route

The Services include two features (Comcast Seats for Microsoft Teams and Direct Route) that, if purchased, enabled and properly configured, can provide Customer with access to the Masergy telephone network via a SIP connection between the Masergy telephone network on one end and Customer’s qualifying Microsoft Teams license (a “**Required Customer Service**”) on the other end. Once enabled, Customer can complete local, long-distance, and international calling, subject to applicable rates, configurations and calling restrictions.

If Customer purchases the Comcast Seats for Microsoft Teams or enables Direct Route, Customer must provide a Microsoft Teams license to connect to the Masergy telephone network. Customer is solely responsible for, at Customer’s own expense, (i) procuring, configuring, securing, operating and maintaining all required licenses to access and use Microsoft Teams in the manner contemplated in this PSA and (ii) securing any licenses, certificates, permissions, authorizations, approvals and/or capacity required by Customer’s Microsoft Teams provider in order to connect to or use Customer’s Microsoft Teams licenses with the Service. Customer is also solely responsible for configuring Customer’s Microsoft Teams licenses and connecting the Customer’s Microsoft Teams licenses to the Masergy telephone network. Such connection can be either physical or virtual.

Customer acknowledges and agrees that Masergy will not provide any Microsoft Teams license in connection with the Service and it is Customer’s sole responsibility to secure and maintain such licenses. Masergy will not provide any maintenance or support in connection with Microsoft Teams. If Customer fails to maintain or misconfigures Customer’s Microsoft Teams licenses, the Service will not operate, including but not limited to 911 calling. Masergy will not be liable for any degradation, interruption, unavailability, quality issues, security incidents, or Customer noncompliance to the

extent caused by or attributable to Microsoft Teams, including missing, expired, misconfigured, or insufficient licenses, certificates, or capacity.

All use of Microsoft Teams is subject to Microsoft's current universal license terms and product-specific license terms (available at <https://www.microsoft.com/licensing/terms/>) (as the same may be updated by Microsoft from time to time) and all applicable Microsoft privacy and security policies (available at <https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/all>) (as the same may be updated by Microsoft from time to time). Customer must review and agree to these terms prior to using Microsoft Teams with any Masergy service. Customer understands and agrees that it is responsible for understanding and complying with Microsoft's requirements and standards, and it must review and agree to all of Microsoft's license terms and policies, including Microsoft's Privacy Statement, prior to using Microsoft Teams with any Service(s) provided by Masergy and/or Masergy's third-party vendor and Customer acknowledges that it has reviewed and agreed to the Microsoft end user licensing terms and applicable Microsoft policies for the Microsoft Teams services selected by Customer.

Notwithstanding anything to the contrary, Customer acknowledges and understands that the accurate routing of emergency calls depends, in significant part, on each of end user confirming and maintaining a current and accurate registered location within the Microsoft Teams environment. Customer shall, promptly upon activation of the Service and at all times thereafter during the Term, enable and maintain a custom emergency service disclaimer banner (the "**Emergency Banner**") within Customer's Microsoft Teams instance, as described in Microsoft's documentation regarding Microsoft Teams emergency calling policies. Customer shall ensure that all end users are informed of, and comply with, the obligation to respond to each Emergency Banner prompt by confirming or updating their current location information. Customer shall instruct all end users that they must not dismiss the Emergency Banner without first verifying that their registered emergency address is accurate and current. In the event that Customer fails to enable or maintain the Emergency Banner in accordance with this Section, or fails to ensure end user compliance with Emergency Banner prompts, Customer shall bear sole responsibility for any consequences arising from the misrouting of emergency calls placed by end users through the Service. Comcast shall have no liability whatsoever for any damages, injuries, losses, claims, or expenses arising from or related to (a) Customer's failure to enable or maintain the Emergency Banner, (b) any end user's failure to respond to an Emergency Banner prompt or to confirm or update their registered emergency address, or (c) any misrouting of an emergency call resulting from inaccurate, incomplete, or outdated location information associated with an end user. Customer shall indemnify, defend, and hold harmless Comcast and the Comcast Associated Parties from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Customer's breach of any obligation set forth in this Section, including any claim by an end user or third party arising from the misrouting of an emergency call attributable to Customer's failure to enable or maintain the Emergency Banner or to ensure end user compliance with Emergency Banner prompts or (ii) any misrouting of an emergency call resulting from inaccurate, incomplete, or outdated location information associated with an end user.

#### B. Additional Terms Applicable to Call Recording Feature

The call recording feature ("**Call Recording**") enables Customers to record incoming and outgoing calls. Once Call Recording is enabled by Customer, Customer may record calls using one or more of the following recording modes:

- Always Record - Every call for this user will be recorded from the start of a call to the end of the call
- Record on Demand - The user has the ability to start, pause, and resume a recording at any point during a call

For both recording modes, a recording can be started and stopped as well as paused and resumed during an active call. Customer is solely responsible for managing the Call Recording recording mode.

Customer can access all recorded calls and manage its Call Recording settings in the Masergy Call Recording Portal (the "**Web Application**"). The Web Application provides a single location to manage, catalog, search, and play back recordings. The current URLs for the Web Application are as follows (as the same may be updated by Masergy from time to time):

- U.S.: <https://recording.masergy.com>
- Canada: <https://recordca.masergy.com>
- Europe: <https://record-europe.masergy.com>

Recordings will only be stored for the earlier of (a) the date an administrator deletes a recording and (b) sixty (60) days after the recording is created (the "**Recording Retention Period**"). Customer acknowledges and agrees that after the

Recording Retention Period, Customer will no longer have access to any recordings. Customers requiring longer-term access may download recordings or archive them externally.

Call Recording includes browser-based reporting and search capabilities for both recorded calls and calls in progress. Customer may locate recordings using multiple search criteria, including call date, time, user, group, telephone number, and other available attributes. The Call Recording feature supports both standard and advanced search capabilities, enabling Customers to efficiently retrieve recordings.

Call Recording has three (3) access roles:

- Administrator – read/write access, user and role management
- Supervisor – read-only access to its users' recordings
- User – read-only access to own recordings (Web Application access optional)

Supervisors may review recorded calls to monitor interactions and performance. An optional Agent Evaluation module may be available, allowing supervisors to apply scoring templates to recorded calls and evaluate performance against defined criteria.

Customer acknowledges that there are laws regarding the notice, notification, and consent requirements for recording conversations that vary from state to state. It is Customer's sole responsibility to determine and comply with all federal, state, and local laws in any relevant jurisdiction related to Customer's use of Call Recording, including but not limited to recording disclosures and privacy laws. Masergy expressly disclaims all liability with respect to Customer's use of Call Recording. Customer agrees to defend, indemnify, and hold Masergy and the Masergy Associated Parties harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from Customer's violation of any international, federal, state, or local law in any relevant jurisdiction related to Customer's use of Call Recording.

## **2. Service Delivery and Service Management**

- A. Technical Interview.** Masergy will engage the Customer in one or several interviews related to the Customer's technical implementation details and telephone configuration details (e.g., call flows). Masergy will document the requests through a qualification checklist to assist in the Service installation process. The checklist will include information such as: hardware choices, number of seats, call flow designs, ported number requests and more.
- B. Delivery and Instillation/Activation Process.** Customer will work with the Masergy Project Manager to schedule Service installation (if applicable). If Customer selects a professional installation, which is subject to an additional charge, a technician will install the Service. If Customer selects a self-installation, the Masergy Equipment (if any) will be delivered to the Service Location and Customer, not Masergy, is responsible for unboxing, assembling and installing such Masergy Equipment.
- C. On-Going Solution Support.** Customer should contact the Masergy Project Management Team for any configuration requests after the technical interview until the go-live date. Once Customer is go-live, any further solution changes are handled through Masergy Support.

## **3. Technical Support and Maintenance**

Customer can reach Masergy Support by calling 800-942-4700 (US & Canada) or 44-207-173-6888 (EMEA) (collectively, the "**Masergy Support Number**"). Masergy Support operates on a 24x7x365 basis. Masergy provides technical support for Service-related inquiries. Technical support will not offer consulting or advice on issues relating to Customer-Provided Equipment or other equipment not provided by Masergy.

- A. Escalation:** Service issues should be directed to the Masergy Support Number. Service issue escalations may be escalated by Customer within Masergy Support to a Supervisor after twenty-four (24) hours, to a Manager twenty-four (24) hours following the escalation to a Supervisor, and to a Director twenty-four (24) hours following the escalation to a Manager.

- B. Maintenance:** Masergy’s standard maintenance window is Monday to Friday from 8:00 pm to 6:00am ET. Scheduled maintenance is performed during the maintenance window and will be coordinated between Masergy and the Customer as required. Emergency maintenance is performed as needed.
- C. Masergy Equipment:** Masergy provides certain Masergy Equipment (e.g., cable modem, ATAs, and/or ESG) for provisioning the Service, which are subject to an additional fee. Masergy will retain ownership and management responsibility for this Masergy Equipment. This Masergy Equipment must only be used for delivering the Service. If you experience issues with any Masergy Equipment, Masergy Support can order a new device to be delivered to replace the broken device that cannot be repaired over the phone (an additional fee may apply).

#### **4. Customer Responsibilities**

In addition to the ongoing Customer responsibilities set forth in this PSA and in the Agreement, Customers have the following responsibilities prior to the activation of the Service (collectively, the “**Customer Pre-Activation Responsibilities**”):

- A.** Storing any packages delivered for the installation of the Services in a secure, temperature-controlled location that will not be opened by anyone other than Masergy;
- B.** Securing all applicable approvals for Masergy to access the Service Location (if any);
- C.** Providing an escort that can enable Masergy’s access to the buildings and Demarcation Point at the Service Location to allow Masergy access to each Service Location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Masergy Equipment and facilities;
- D.** Ensuring that the Underlay Connectivity Service is installed and operational prior to installation of the Services;
- E.** Configuring the required settings in their Required Customer Service administrator settings to connect to the Service;
- F.** Providing necessary space and power for all Masergy Equipment, Required Network Hardware Equipment and Required Premise Hardware Equipment;
- G.** Ensuring all racks are properly grounded; and
- H.** Providing a point of contact (“**POC**”) and backup POC for Service activation and any maintenance.

Comcast Seats for Microsoft Teams Customers are also responsible for having, at the time of activation of the Comcast Seats for Microsoft Teams, the following (collectively, the “**Customer Add-On Pre-Activation Responsibilities**”):

- A.** At least one (1) active Microsoft Global Administrator account to perform initial configuration, consent to required permissions, and complete onboarding steps and all users participating in the integration, including the Microsoft Global Administrator, must hold proper Microsoft licensing in alignment with the Microsoft Teams Phone requirements;
- B.** The following licenses must be available and unassigned at the time of activation:
  - 1.** At least two (2) available Microsoft 365 licenses (Business Basic/Standard/Premium or M365/O365 E1/E3/E5);
  - 2.** At least two (2) available Microsoft Teams Phone Standard licenses;
- C.** Microsoft Entra Admin Center; and
- D.** Microsoft Teams Admin Center.

In the event that Masergy cannot verify Customer’s compliance with the Customer Pre-Activation Responsibilities and the Customer Add-On Pre-Activation Responsibilities (as applicable) prior to the activation of the Service, Masergy shall have the right, in its sole discretion, to delay activation of the Service.

In addition to the ongoing Customer responsibilities set forth above, Customers have the following responsibilities after the installation of the Service (collectively, the “**Customer Ongoing Responsibilities**”):

- A.** Ensuring proper wiring to each end point is available;
- B.** Ensuring that all Service Locations have active power;
- C.** Enabling and disabling Call Recording for each of Customer’s administrators, supervisors and users; and
- D.** Managing all Customer recordings that are downloading onto Customer’s (including its users) local devices.