

PRODUCT SCHEDULE (for Service Provided in the United States)

NEC UNIVERGE BLUE® CONNECT BRIDGE SERVICES

This Product Schedule (this "**Schedule**") between NEC Cloud Communications America, Inc. or the reseller of Services from which the applicable Service has been purchased ("**Company**") and the customer entity purchasing any of the Services (as defined below) ("**You**" or "**Your**") is effective immediately upon Your initial use, order or purchase of the Services and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "**MSA**") by and between Company and You. All references in the MSA to Company will be interpreted as such term is defined herein for purposes of incorporating such terms and conditions into this Schedule.

By ordering the Services, selecting "I Accept and Continue" in Your Account (as defined below), or using the Services, You accept this Schedule and agree to be bound by all of the terms and conditions of (i) the MSA; and (ii) this Schedule.

Note that Your acceptance of the MSA also constitutes Your acceptance of this Schedule and the emergency calling disclosures, notices and disclaimers set forth in the MSA and in this Schedule. Your acceptance of such terms, including without limitation such emergency calling disclosures, notices and disclaimers, is a necessary pre-condition before You can receive the Services described by this Schedule.

While the Services are provided directly to You by Company, one or more third parties have been authorized by Company as agents to conduct contracting, billing and support services to You on Company's behalf. Company's agents have no direct rights or obligations to You outside the scope of this Schedule and do not have any liability with respect to the Services.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

Definitions. For the purposes of this Schedule, the following definitions apply:

"Access Information" means information that, alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

"Account" means the account created with Company in connection with this Schedule that relates to Your purchase or subscription to and use of Services by You and Your Users.

"Agent" means a party designated by Company to provide contract, billing and/or support services to You on behalf of Company.

"Data" means all data submitted by Your Users to Company in connection with the Services, including all content, material, IP and similar addresses, voice calls, software, meetings, recordings, messages, files and account information and settings.

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

“Services” means (a) the Primary BRIDGE Service (as defined below) and (b) the Hybrid BRIDGE Service (as defined below). The terms of Company’s Product Schedules for UNIVERGE BLUE® MEET (“MEET”) and UNIVERGE BLUE® SHARE (“SHARE”), versions of which services are included as part of the Services, are hereby incorporated into this Schedule.

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

“User” means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with Company’s entitlement procedures. Subscription licenses may not be “shared” or used by more than one named individual at any given time; however, a single subscription user license may be reassigned from one User to a different User (by removing the subscription license from the first User and assigning it to another registered User).

1 **Service and Account.**

1.1 Services

(a) Company agrees to provide, and You agree to purchase, the Services.

(b) This Schedule includes terms and conditions governing the UNIVERGE BLUE® CONNECT BRIDGE service offering (the “**BRIDGE Service**”), which is a suite of team collaboration and communication applications that includes online meetings (MEET), file storage and sharing (SHARE), team chat (instant messaging) and internal extension-to-extension voice communications. Company may offer additional features at additional costs from time to time, and Company reserves the right to add, modify or delete features from time to time in its sole discretion. The BRIDGE Service without the Hybrid Feature (whether the exclusion of the Hybrid BRIDGE is because the Hybrid BRIDGE is not available to You, because it has not been activated by You or because of any other reason) is referred to herein as the “**Primary BRIDGE Service.**”

(c) This Schedule includes terms and conditions governing the Bridge Service. In addition, Company may offer an additional “hybrid” feature which integrates the BRIDGE Service with Your on-premise PBX system, subject to this PBX system being of a type approved by Company for such integration (the “**Hybrid Feature**”). The Hybrid Feature, if activated by You, would leverage the telecommunications and PSTN capabilities of Your on-premise PBX system by indirectly connecting the BRIDGE Service to the SIP tie trunks connected to Your on-premise PBX system, to facilitate inbound and outbound calling for the user from and to external phone numbers (excluding calls to emergency services, as noted below). The BRIDGE Service, even with the Hybrid Feature, cannot be used by itself (i.e., without tying to an approved PBX system including trunk services from a Third-Party Telecom Provider) to receive or make calls from or to parties outside of the user’s organization. The BRIDGE Service with the Hybrid Feature is referred to herein as the “**Hybrid BRIDGE Service.**”

(d) The Services do not include (i.e., the user does not receive from Company in connection with the Services) a Direct Inward Dialing (DID) phone number or any advanced PBX or calling features. The Services do not include connectivity to the PSTN.

(e) The Services do not independently support calls to or from external phone numbers (i.e., phone numbers outside the user’s organization). The Hybrid BRIDGE Service has the capability to interface, using a SIP tie trunk, with Company’s connected to Your on-premise PBX systems to allow a user to make and receive calls to and from external phone numbers, but only if the user is an active and registered user of Your on-premise PBX system. All call traffic, PSTN connections, telecommunications compliance, and telecommunication services that are delivered or made available in connection with the Hybrid BRIDGE Service are solely provided by, and are the sole responsibility of, Your Third-Party Telecom Provider.

(f) **Notwithstanding anything to the contrary herein, the Services do not support calls to emergency services (e.g., 911 in the United States or Canada).** Even with the Hybrid BRIDGE Service, which (as noted above) offers the capability to interface with Company's on-premise PBX systems to allow a user to make and receive calls to and from external phone numbers, **all calls to emergency services that are placed through the Services will be blocked and will not be completed.** Any calls to emergency services will need to be placed directly through a Third-Party Service such as through an on-premise PBX phone which can place call via the PBX's PSTN connection or mobile phone carrier.

(g) You acknowledge that any failure of attempted calls to emergency services is not grounds for any service credit, any other form of liability on the part of Company or any of its affiliates, or termination of service by You.

1.2 **Service Change Orders.** You are responsible for all charges associated with change requests including new services in addition to those specified on Your initial order. Such change requests may be submitted via secure portal, the case management system, email to Company's customer service and/or phone call to Company's customer service and support teams (in each case by a party that is authorized to make changes to Your Account(s), subject to confirmation of such identity by Company) and are deemed the responsibility of You. Company reserves the right to verify whether an authorization is sufficient in its sole discretion.

1.3 **Agent.** You acknowledge and agree that (a) Company may designate an Agent to provide billing and support services to You in connection with the Services, (b) such actions by Agent shall be deemed to be the actions of Company with respect to those aspects of the relationship under this Schedule, and (c) You consent to the disclosure of Data to Agent for the purposes of the Services and the collection of Data by Agent for the purposes of the Services. For the avoidance of doubt, if You fail to respond to Agent when it is acting for Company under this Schedule, You shall be deemed to be in breach of this Schedule.

1.4 **Your Network Security Obligations.** You understand that the use of the Services requires a network firewall at Your premises. You must deploy firewalls at each physical site designed to enhance security for the Services. You are also responsible for implementing other security practices that conform with industry standards and best practices applicable to Your business and industry sector. You are responsible for all fraudulent use of Your Services without regard to how it occurs. See Section 3.4(c) of this Schedule. **YOU HEREBY INDEMNIFY THE COMPANY PARTIES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY YOU OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.** For the Hybrid BRIDGE Service, specific security-related ports and protocols will be required to make the SIP tie trunk operational, and it is Your sole responsibility ensure that such ports and protocols are provisioned in accordance with applicable network requirements.

1.5 **On-Site Requirements.** You are responsible for all aspects of Your working environment and of the access connectivity (Internet connectivity and local area network) they provide with respect to any quality of service issues to which they may contribute. Should You encounter material quality of service issues with Your Service which are not related to Your working environment or to the access connectivity provided by You, but rather are attributable to the network or software provided by Company, then Company will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Company. Should Company, in the situation described in the preceding sentence, fail to achieve a remedy within thirty (30) days, then You will be free to discontinue Service without liability for early termination fees. Should reported quality of service issues be determined to be a result of Your provided access connectivity or of Your working environment, then Company will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, You will remain responsible for its repair and will be held to the contracted commitments as executed.

2 Fees, Billing, Taxes, Charges, Promotions.

2.1 Fees. The fees initially charged upon ordering any Service will be effective for the Initial Term and each Renewal Term of this Schedule, provided that Company will have the right to increase these fees at any time in accordance with the terms of the MSA. All payments shall be in U.S. Dollars. You will pay all non-recurring and recurring fees, surcharges, assessments and taxes billed to Your Account. Fees are non-refundable. Recurring fees are typically billed once per month and include charges for the current month and usage or adjustments from the prior month. Company may charge a reactivation fee to renew Service for Accounts that have been suspended for non-payment or terminated by You.

2.2 Advance Payment and Deposits. Activation and monthly recurring charges are billed in advance. Usage charges (if any) are billed in arrears. Recurring charges commence accruing at the time the Services are provisioned by Company. Payment of all invoiced charges is due within the time period set forth in the MSA (the "**Due Date**") unless You have selected to automatically pay by credit card (or other form of automatic payment), in which case charges will be automatically applied to the credit card (or other accepted source of automatic payment) associated with Your Account(s). If You fail to pay for all charges by either: (a) more than thirty (30) days past the Due Date on one (1) occasion, or (b) more than fifteen (15) days past the Due Date on two (2) occasions within any twelve (12) month period, then You will be, upon receipt of written request from Company, required to pay a billing deposit ("**Billing Deposit**"), of an amount equal to twice Your average monthly bill for Services for the preceding three (3) month period. If You fail to pay the Billing Deposit within ten (10) days of receipt of the request to do so, then Company may, in its sole discretion and in addition to any other remedies available to Company, suspend or terminate all Services provided to You and maintain the Services in a suspended status until such time that You have paid all amounts then due, including the Billing Deposit. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Company may make reasonable pro-rations to recurring charges.

2.3 Fair Use.

a. Company may offer plans that are described as including unlimited usage. Company reserves the right to review usage of any "unlimited" plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 2.3(b) below without notice to You. "**Fair Use**" means that the total usage of the applicable Service does not substantially exceed, in Company's reasonable judgment, the average use of all other Company customers of such Service as measured on a per user basis in a way that results in a material increase in Company's cost to deliver the applicable Service to the applicable user. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Fair Use also prohibits any activity that disrupts the activities of Company and/or other Company customers.

b. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Company may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into Company's check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

2.4 Taxes. You shall be liable for all taxes, governmental fees, surcharges and assessments to be paid related to fees and charges arising under this Schedule or in connection with the Services. You shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services. Unless Applicable Law or changes in Applicable Law require otherwise, applicable taxes, governmental fees, surcharges and assessments for the Services shall be applied based upon the jurisdiction in which You primarily use the Services ("**Place of Primary Use**"), and You and Company agree that the primary business street address You designate on Your Account for purposes of the Services shall also be Your Place of Primary Use for determining applicable taxes for all charges on Your Company Account.

2.5 Subscription-Based Licensing. Services are purchased under a subscription-based licensing model. You may purchase subscriptions (i.e., licenses) to such Services without assigning a User to the subscription license at the time of initial purchase. When placing an order for a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, any hardware rebates applicable to those User licenses will be immediately available on Your account, even prior to assigning the licenses to specific Users. After ordering a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, billing for those licenses will begin after a seven-day grace period, even if the licenses have not yet been assigned to specific Users. When Your Account administrator removes a User from Your Account, the User license assigned to such User become available for future use; however, You will continue to be billed for the licenses, even after the removal of the User from Your Account, until You terminate the licenses (by decreasing the number of licenses on the Account). A hardware rebate penalty will not automatically be charged back to Your Account when a User is removed from the Account; rather, the rebate penalty will only be triggered when You reduce the number of Service subscription licenses in Your Account below the number of the hardware rebates that have been used within that customer Account within the previous 12 months. Resellers of Company Services may not transfer subscription licenses between different end-user accounts. As with user-based licensing, applicable taxes are based on the locality of Your Users; any licenses that are not assigned to a User will be assessed taxes based on the address for the applicable customer account, as set forth in Company's records.

3 Use of the Services.

3.1 Business Use. You will use the Services predominantly and primarily for Your own internal business, non-personal use. You will not allow any third party, including Your vendors and service providers, to access or use the Services. For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

3.2 Restricted Activities. You will not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the Services; (h) unlawfully record conversations in violation of applicable law; (i) to make calls that are not between individuals (e.g., automated calls are not permitted); or (j) in a manner deemed by Company to be inappropriate. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Company's prior written consent. You may not access the Services if You are a direct competitor of Company, without Company's prior written consent pursuant to a separate written agreement.

3.3 No Resale. Services are for Your use and not third parties, and You are prohibited from intermingling traffic. Except as set forth in the following sentence, You shall not resell the Services and doing so constitutes an abusive practice subjecting You to immediate termination of this Schedule and the Services. You acknowledge and agree that in order to resell the Services You must enter into a separate written agreement with Company and that reselling the Services may require regulatory approvals.

3.4 Applicable Law; Regulatory and Tax Matters.

a. Applicable Law. You acknowledge and agree that access to and use of the Services may be restricted or limited as a result of any applicable foreign, federal, state, provincial or other laws, rules, regulations or interpretations of relevant governmental authorities or self-regulatory bodies (“**Applicable Laws**”) and that You will not use, or allow the use of the Services, in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Users are not named on any governmental list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Service in a lawful manner.

b. Regulatory and Tax Matters. Notwithstanding any other provision of this Schedule or the MSA, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Company pursuant to any Applicable Law, including any order, rule or decision of a governmental authority. All taxes, regulatory fees, surcharges, assessments or other charges imposed by any governmental authority on You or Company are in addition to the fees and charges of Company and are the sole responsibility of You. If any such taxes or fees are assessed upon Company, Company may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your Company charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a governmental authority, You hereby indemnify Company against any claim arising out of Your failure to do so.

c. Fraud. It is the express intention of the parties that You, and not Company, will bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Schedule to You. Company reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof; provided, however, that any such action will be consistent with applicable federal, state and local laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the Services.

3.5 Recording Features. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the MSA, You agree and acknowledge that the laws regarding the notice, notification, and consent requirements applicable to the recording of meetings or conversations vary between jurisdictions. You agree that You are solely responsible for complying with all national, state, provincial, local, and other laws in any relevant jurisdiction when using recording features related to the Services. You hereby release and agree to hold harmless Company and Company Parties from and against any damages or liabilities of any kind related to the recording of any meetings or conversations using the Services. For additional information, refer to the Product Schedule for **MEET** service, the terms of which are incorporated herein.

3.6 Team Chat Functionality. The team chat functionality available through the Services (“**BRIDGE CHAT**”) is subject to the following restrictions and limitations:

a. Attachments and Web Links Not Scanned. **BRIDGE CHAT** allows users to share attachments, as well as URLs or other forms of web links, with one another via chat. However, Company does not scan such attachments, URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, “**Harmful Content**”). Company and Company Parties expressly disclaim all liability with respect to any Harmful Content contained in any attachment, URL or web link shared between Your Users via **BRIDGE CHAT**. You hereby release and agree to hold harmless Company and Company Parties from and against any damages or liabilities of any kind related to any Harmful Content contained in any attachment, URL or web link shared between Your Users via **BRIDGE CHAT**.

b. *User Content.* Company does not screen or filter the content of messages, links or attachments sent via **BRIDGE CHAT** (whether for offensive or illegal content, viruses or otherwise), and Company does not modify any User content sent using **BRIDGE CHAT**. As with all Services, You assume full responsibility and liability for the legal and compliant use of **CONNECT BRIDGE CHAT** by Your Users. Company and Company Parties expressly disclaim all liability with respect to any content, links or attachments included by Your Users in a **BRIDGE CHAT** message. Message history (for messages sent via **BRIDGE CHAT**) is retained by Company and is available, if required, for production in connection with legal proceedings in which You may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands; however, **BRIDGE CHAT** does not currently support account administrators' ability to export message history without Company support.

c. *Service Limitations and Disclaimers.* **BRIDGE CHAT**, by default, does not support messaging with users outside of Your organization; it only allows the exchange of messages with other internal Users within Your organization. You, through Your account administrators, have the ability to enable messaging through **BRIDGE CHAT** for certain of Your users with specific users outside of Your organization (through a process called "account federation"). It is solely Your responsibility to enable and configure the functionality that allows messaging with users outside Your organization and the settings for such functionality. Company and Company Parties expressly disclaim all liability with respect to Your failure to activate the **BRIDGE CHAT** functionality that allows messaging with users outside of Your organization, Your failure to properly configure or maintain the settings for such functionality, any delays in the delivery of messages using **BRIDGE CHAT**, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of **BRIDGE CHAT** (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, or unclear or misleading communications due to the chronological/sequential presentation of chat messages). **BRIDGE CHAT** may support the ability by the sender to delete a **BRIDGE CHAT** message after the message has been sent; provided, however, that (a) such deletion will, if successful, only have the effect of deleting the applicable message(s) from the recipients' devices, but it will not delete the applicable message(s) from Company's systems or infrastructure that support the **BRIDGE CHAT** service; and (b) Company and Company Parties do not make any guarantees or assurances that messages that a sender attempts to delete will be successfully deleted or that such messages will not be viewed, photographed, saved, forwarded or otherwise used or stored by the recipient prior to their deletion, and expressly disclaim all liability with respect to the failure of the Service to fully or timely delete any sent message.

4 Your Data and Privacy.

(a) Company does not own any of Your Data unless otherwise stated by Company. Except as set forth herein, in the MSA or in Company's Privacy Policy or as otherwise required by Applicable Law, Company will not monitor, edit, or disclose any information regarding You or Your Account, including any Data, without Your prior permission. Company may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for Services (including disclosure to an Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the Services, for compliance purposes with Company's vendors, to protect Company's rights or property, and to protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Company may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. You, not Company, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Company will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. You understand and agree that it will be Your sole obligation to take, and that You will take, all measures necessary to protect Your Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

(b) Company may collect and maintain certain Data that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which You subscribe. Such information may qualify as customer proprietary network information ("CPNI") under U.S. law (note that

Your telephone numbers, names and addresses are not CPNI). Company may use such Data (which may include CPNI) without Your consent to provide the Services, for billing and collection purposes, to protect Company's rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, to support inbound telemarketing services for the duration of the call, or as required or permitted by law. Company may also use CPNI to offer additional services of the type that You already purchase. Company does not sell, trade or share Your CPNI with any third parties for marketing purposes, unless You authorize such use.

5 Access and Assistance to Law Enforcement. Company intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA") and similar laws that obligate service providers to provide access and/or assistance to law enforcement and other government authorities, to the extent applicable to the Services. **By using the Service, You hereby agree and consent to Company's right, pursuant to lawful request by law enforcement or any governmental authority, to monitor and otherwise disclose the nature and content of Your communications if and as required by CALEA or any other law, without any further notice to You.**

6 Limitation of Warranty; Limitation on Liability; Third-Party Services.

6.1 Limitation of Warranty. Company and the Company Parties will not be liable for any indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Your requirements or expectations, hardware failures, inability to make emergency services calls, problems or issues making or receiving calls, interruptions, deletion of files or directories, errors, defects, or delays in operation or transmission, regardless of whether Company or any Company Parties has been advised of such damages or their possibility. Company and the Company Parties will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the MSA.

6.2 Limitation on Liability.

(a) Except as otherwise set forth in this Schedule, You agree that the total liability of Company and any Company Party and Your sole remedy for any claims shall be as set forth in the MSA.

(b) Notwithstanding anything to the contrary otherwise set forth herein, Company and the Company Parties will have no liability whatsoever in the event that, and You hereby release and agree to hold harmless Company and Company Parties from and against any damages or liabilities of any kind arising in connection with (1) Your misconfiguration, either under Company's direction or Your own actions, of any device connecting to the Service, or (2) any User's inability to place an emergency service call using the Services. You acknowledge and agree that the limitation of Company's and the Company Parties' liability is a material term to Company and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable. The Services will not function, or will not function properly: (i) during any disruption of power at Your location; (ii) during any disruption of Internet connectivity to Your location; (iii) during any period where service to You has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); or (iv) if equipment used by You in connection with the Service fails to function or is improperly (or is not) installed or configured.

6.3 Licensor and Vendor Liability. Company's licensors and vendors are not responsible to You for any warranty provided by Company.

6.4 Third-Party Services. The Services are compatible with certain Third-Party Services (including with respect to the **HYBRID BRIDGE** Service, compatibility with certain on-premise PBX systems approved by Company). Your installation or use of Third-Party Services may result in disclosure of Your Data (including CPNI) in connection with the interoperability or interaction between the Services and such Third-Party Services. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between the

Services and any Third-Party Service that You install or use, is solely between You and the applicable Third-Party Service provider. Company does not warrant, endorse or support Third-Party Services. If You purchase, enable or engage any Third-Party Service for use with the Services, You acknowledge that the providers of those Third-Party Services may attempt to access and/or use Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use and access is outside of Company's control. Company will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

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