

IMPORTANT- READ CAREFULLY:

YOUR PURCHASE AND USE OF PHONETREE SERVICES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THIS AGREEMENT.

Effective December 28, 2017, your contracts with Personal Communication Systems, Inc. were acquired by West Interactive Services Corporation (“WISC”). As of December 28, 2017, WISC provides to you the Support governed by this Agreement and is your counterparty to this Agreement.

## 1. Introduction.

This Service Agreement (the “Agreement”) governs the purchase and use of West Interactive Services Corporation’s support services for the PhoneTree hardware and computer software applications that you use or plan to use for messaging and notification services, including but not limited to VoiceWave™, Pro/Lab™, and PPM/PDM/PVM™. WISC’s support and maintenance services for the VoiceWave, Pro/Lab™, and PPM/PDM/PVM™ hardware and software is referred to hereafter as “Support Services.” The messages and other notifications that you generate through the VoiceWave, Pro/Lab™, and PPM/PDM/PVM™ hardware and software is referred to hereafter as “Notification Services.” Where applicable, Support Services and Notification Services are referred to collectively as “Services.” Services may be purchased by: (a) executing an Order Form; (b) using the Services; or (c) paying an invoice to renew Services. The individual or legal entity executing an Order Form or opening an account for Services under this Agreement shall be referred to as “you,” “your” or “Client” in this Agreement and the other party that provides the Services shall be referred to as “we,” “us” or “Provider” in this Agreement. Each Order Form shall govern and control in case of conflict with the Agreement, and in conjunction with this Agreement shall form a separate agreement between the parties that execute the applicable Order Form. Please read this Agreement carefully before executing an Order Form or installing, accessing, or otherwise using the Services. By executing an Order Form or installing, accessing, or otherwise using the Services, you agree to be bound by this Agreement. Please maintain a copy for your records. If you do not agree with the terms of this Agreement, do not use the Services.

## 2. Service Description.

This Agreement governs the purchase and use of Provider’s hosted or managed services, equipment, products, or maintenance (the “Provider Services”) and the Client premise based hardware and software set forth in the applicable Order Form executed by you, or used by you if no such Order Form has been executed. Provider or Provider’s Affiliate may provide the Services (as defined in Rule 405 of the Securities Act of 1933). We may alter, expand, or reduce the features of the Services from time to time without notice to you. We may also cease to offer the Services at any time and Provider may terminate any applicable Order Form upon cessation of the Services by providing written notice to Client. Client shall have no recourse in the event of a termination of an Order Form due to WISC no longer offering the Services. Client agrees to provide information reasonably required by Provider to perform the Services, including as applicable, but not limited to: hiring profiles; scripts; message content, recipient contacting information and lists, program content and materials; Client or third party databases; forecasts; current process performance statistics; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the “Client Materials”). You agree that our obligation to provide Services is conditioned upon: (a) you providing all information and assistance reasonably required to perform the Services and (b) your compliance with

standards set forth by Provider regarding hardware compatibility and installation requirements. You hereby agree to timely provide all such information, assistance and compliance.

### 3. Term.

This Agreement will continue so long as the Services are installed, accessed, prepaid, otherwise used, or offered by Provider. Each Order Form may specify the duration of its "Initial Term." Services shall begin as set forth in the Order Form or if not addressed therein, the earlier of: (a) thirty (30) days from provisioning of Client's system access or (b) go live of the applicable Services. For the avoidance of doubt, Client agrees to pre-pay for all usage of the Services prior to the start of the Services.

### 4. Renewal.

Each Order Form shall automatically renew for successive twelve (12) month periods (each a "Renewal Term") following the expiration of the Initial Term. Collectively, the Initial Term and any Renewal Term(s) shall be referred to herein as the "Term." Either party may terminate an Order Form in writing ninety (90) days prior to the renewal of the Order Form, and such termination will be effective at the expiration of the applicable Term.

### 5. Termination of Order Form for Cause.

Any Order Form may be terminated immediately by the non-breaching party upon a material breach by the other party of a material provision of this Agreement or the relevant Order Form, and such breach is not cured within ten (10) days after written notice if the breach is a payment breach or sixty (60) days after written notice for any other material breach.

### 6. Effect of Termination.

The termination of any Order Form shall not otherwise affect the Term of this Agreement or any other Order Form. If you terminate any Order Form for cause: (a) you will pay for all Services rendered up to the date of termination; (b) Provider will reimburse you for any amounts prepaid by you for Services not rendered; and (c) you shall be relieved of any future payments due under such Order Form. Otherwise, upon any termination of this Agreement or any Order Form, as applicable, you agree to pay for: (a) all Services rendered up to the date of termination; and (b) any future amounts due under this Agreement or the Order Form for the entire Term, including the current renewal thereof, if applicable. The parties agree and acknowledge that Provider has made pricing concessions based on the provisions agreed to herein and that any shortfall payments due are a fair approximation of the damages that would be caused to Provider and do not constitute a penalty.

### 7. Payments and Charges.

With respect to Provider Services, you agree to pay in advance for all Provider Services other than usage based Support Services which will be invoiced as incurred. Except as expressly provided herein, all prepaid amounts are non-refundable.

### 8. Invoicing.

You agree to make payment of all invoices under this Agreement within thirty (30) days from the date of invoice. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month, or the highest rate allowed by law. You must notify Provider of any disputed charges within thirty (30) days from the date of the invoice, otherwise you will be deemed to

agree to such charges and waive all such claims and Provider will not be subject to making adjustments to charges or invoices. Rates for the Services are set forth in the Order Form or the applicable renewal invoice or will be charged at Provider's standard rates which can be obtained through your sales or account representative. You agree that rates may be altered on thirty (30) days prior notice to you.

#### 9. Unpaid Invoices.

In the event an invoice is not paid in full, for any reason, within thirty (30) days from the invoice date, Provider shall have the right to suspend all or any portion of the Services until such time as all invoices and applicable late fees have been paid. Following such payment, Provider may reinstate Services only upon satisfactory assurance of your ability to pay for Services, including modified payment terms such as prepayment. Such suspension shall not relieve you of any payment liability. You agree to reimburse Provider for any costs, expenses, or fees expended by Provider in connection with any collection efforts against you, including reasonable internal and outside attorneys' fees.

#### 10. Taxes, Fees and Surcharges.

In addition to the rates for the Services, you shall pay all applicable fees, duties, tolls, administrative assessments, surcharges, or taxes now or hereafter attributable to the Services.

#### 11. License.

Subject to your compliance with the terms and conditions of this Agreement, Provider hereby grants you a non-exclusive, non-transferable license during the applicable Term to use the Services ("Licensed Materials"). Subject to your compliance with the terms and conditions of this Agreement, Provider hereby grants you a perpetual, non-exclusive, non-transferable license to use one copy of the software included with the Services. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services where you are an active participant, you may not resell the Services or otherwise generate income from the Services (from an ASP model or otherwise).

#### 12. Equipment.

THE EQUIPMENT PURCHASED BY CLIENT FROM PROVIDER THAT ARE MANUFACTURED, PRODUCED OR PROVIDED BY THIRD PARTIES ("THIRD PARTY PRODUCTS") ARE SUBJECT ONLY TO THE WARRANTIES, TERMS AND CONDITIONS OF THE THIRD PARTY SUPPLIER AND ARE PROVIDED BY PROVIDER ON AN "AS IS" BASIS; PROVIDED THAT WHERE POSSIBLE, PROVIDER WILL PASS THROUGH TO CLIENT THE THIRD PARTY SUPPLIER'S WARRANTIES.

#### 13. Responsibility Messages and Accounts.

You are solely responsible for the information or content submitted, posted, transmitted or made available through your use of the Services. You may use the Services to transmit personalized wording, images and language ("Messages") or to direct Provider to make contacts via any channel to, or with, your customers, partners, or other recipients (the "Recipients"). You are responsible for maintaining the confidentiality of your accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association

with your accounts whether or not authorized by you including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. You acknowledge and agree that Provider does not control nor monitor your Messages nor guarantee the accuracy, integrity, security or quality of such Messages. Use of recording or taping any of the Services by you may subject you to laws or regulations and you are solely responsible for and obligated to provide any required notification to those being recorded or taped. You represent and warrant that: (a) You are solely responsible for Messages; (b) have the legal right to use and send all Messages to the Recipients; (c) the timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (d) Provider's use of the Messages as directed, when applicable, shall not violate the rights of any third party or any law, rules or regulation.

You have prior express consent to contact each wireless phone number in connection with the provision of any Services delivering a prerecorded or text message and the intended contact Recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number. Upon request, You shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that You have not so complied.

If the Messages are initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"), you have incorporated an interactive opt-out mechanism as part of the program;

You have, unless an exemption applies, obtained from the Recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule and Section 64.1200(f)(8) of the FCC's Telephone Consumer Protection Act Rules; and

The Parties agree that, where Provider reasonably believes you may not have complied with the provisions of this Section or with all laws, rules and regulations, Provider may, at its option (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers and promptly notify you of such action, (ii) insert an interactive opt-out mechanism and pass the resulting data to you, and/or (iii) temporarily suspend Services related to the compliance concern.

You shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from your breach of any representation and warranty set forth in this Section.

#### 14. Privacy and Data Use.

The information we hold about you will be used to provide the Services requested and for identification, account administration, analysis and fraud/loss prevention purposes. More details about how that information is used are in our privacy policy which governs your visit to Provider's website located at <https://www.televox.com/> ("Website") and use of the Services. Copies are also available from us by post, by contacting customer service. The parties acknowledge and agree that: (a) Provider may have access to personal data of Client under applicable personal data protection and privacy laws (the "Data Protection Laws") and will: (i) use it solely for the purpose of providing the Services; (ii) process it only in accordance with Client's instructions; and (iii) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (b) personal data may

be processed by Provider and its affiliates throughout the world; and (c) Client is the data controller and retains full responsibility for the data processed on its behalf by Provider acting as data processor.

#### 15. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

If Client is a Covered Entity (as defined by HIPAA) and provides individually identifiable health information or PHI (each as defined by HIPAA) to Provider as a Business Associate (as defined by HIPAA), then the Business Associate Agreement set forth at <https://www.televox.com/legal/BAA> is incorporated by reference herein.

#### 16. Governmental Agencies.

Use of the Services by the United States Government or other governmental agencies shall be as “restricted computer software” or “limited rights data” as set forth in 48 CFR 52.227-14, or as “commercial computer software” or “commercial computer software documentation” under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is West Interactive Services Corporation, 11808 Miracle Hills Dr. Omaha, NE 68154.

#### 17. Export and Import Control Laws and Regulations.

You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Services and any related software. Without limiting the foregoing, you acknowledge that the Services and any related software are or may be an “encryption item” subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce. You agree not to export or re-export the Services or any related software in any form in violation of the export laws of the United States or any foreign jurisdiction.

#### 18. Compliance.

Upon request, you agree to provide reasonable proof of compliance with the provisions set forth in this Agreement. You agree to immediately notify us of any actual or potential breach of this Agreement by you. You acknowledge and agree that: (a) Provider does not provide content and Client shall be solely responsible for all content and Messages and for providing any list of names, numbers or addresses for Client to utilize in sending Messages; and (b) Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client’s Messages, Client’s content, campaigns or programs with any third party rights or laws, rules, or regulations. Client agrees that Provider may in its sole discretion suspend or terminate provision of any or all of the Services without liability or penalty at any time in the event that: (a) Provider is obliged to comply with an order, instruction, directive or request of a governmental body or network operator which necessitates that it do so; (b) Provider discovers an actual or potential breach or where Provider believes that Client has not so complied with its obligations hereunder; or (c) one or more of the network operators upon which the provision of Services hereunder is dependent suspends its provision of those services to Provider. You agree that all use by you of the Services shall comply with applicable laws.

#### 19. Investigation And Enforcement Of The Agreement.

All users of the Services must adhere to the terms of this Agreement. We have the right, but are not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and

prosecution. We may also access and disclose any information (including transactional information) related to your access and use of our Website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

#### 20. Limited Warranty.

ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. YOU UNDERSTAND AND AGREE THAT PROVIDER'S SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". PROVIDER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PROVIDER MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH PROVIDER OR THE SERVICES, OR THAT THE SERVICES WILL MEET ANY OF YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF PROVIDER'S SERVICES ARE AT YOUR SOLE RISK. PROVIDER IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND PROVIDER'S REASONABLE CONTROL.

#### 21. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER, OR ITS SUPPLIERS OR AFFILIATES, BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGE FOR LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COST OF COVER OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, OR RESULTING FROM THE SERVICES OR THIS AGREEMENT WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT MAY NOT BE EXCLUDED BY LAW, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT YOU ACTUALLY PAID FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) OR ONE THOUSAND DOLLARS (US\$1,000).

#### 22. Indemnification.

You shall indemnify, defend and hold Provider and its Affiliates and their officers, directors and employees harmless from any and all third-party claims, actions, suits, proceedings, costs, expenses, liabilities, and damages (including punitive, treble and enhanced damages and reasonable attorneys' fees) arising out of, connected with or resulting from: (i) a breach by You of any term of this Agreement; (ii) the Client Materials; or (iii) a claim by any customer of Yours or any party called on Your or your customer's behalf relating to any defect in any product or service offered by You or any of its clients. (iii) any actual or alleged infringement or violation by you (including without limitation, any person accessing the Services using your accounts) of any intellectual property, privacy or other right of any person or entity or (iv) information or content that you submit, post, transmit or make available through the Services.

Subject to the requirements of Section 11, License, above, Provider will defend, at its expense, a third-party action, suit, or proceeding against You (“Claim”) to the extent such Claim is based upon an allegation that the Licensed Materials, as of their delivery date under this Agreement, infringe a valid United States patent. Provider makes no representations, provides no warranties, and assumes no responsibilities for the use, sale, placement, or other disposition by You of products incorporating the Licensed Materials under this Agreement. Provider’s liability to You will not extend to infringement caused by use of the Licensed Materials as an element of a patented product or process. You will hold Provider, its affiliates and their officers, directors, employees, and agents harmless against all liabilities, demands, damages, expenses, or losses arising out of or resulting from any misuse of the Licensed Materials.

The party claiming indemnification shall: (i) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (ii) relinquish control of the defense of the claim to the indemnifying party; and (iii) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party.

In order to be indemnified to the extent stated, You must operate within the instructions and technical limits provided or approved by Provider. Provider shall have no indemnity obligation for (1) Provider-furnished licensed materials that have been used with or in combination with hardware or software not furnished by Provider; and (2) any claim or any portion of any claim that arises from Your reckless, wanton, wrongful, or otherwise negligent acts.

### 23. Confidentiality.

We agree to hold all Confidential Information of the other party in strict confidence. Confidential Information shall mean information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and marked as Confidential (“Confidential Information”). The parties agree that all Confidential Information shall be disclosed only to those employees or representatives on a need-to-know basis and who agree to be bound by these confidentiality restrictions. This confidentiality obligation shall not apply to any information (i) independently developed by a party, (ii) generally available to the public other than by a party’s breach of this Agreement, (iii) already known by a party at time of disclosure to that party, or (iv) rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party. Nothing shall prevent or prohibit the receiving party from providing access to Confidential Information as may be required by law, rule or regulation, provided that the receiving party gives as much notice as is reasonably practical and provides reasonable assistance to the disclosing party in challenging or modifying the disclosure so required. Neither party shall have any rights to the other party’s Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order Form or the request of the discloser. Notwithstanding the foregoing, the parties acknowledge that recipient shall not be required to return to discloser or destroy those copies of Information residing on recipient’s backup, disaster recovery or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Information is destroyed.

#### 24. Third Party Services.

All access and use of any third party Services is governed by the terms and conditions set forth from time to time by such third party provider and such terms and conditions are incorporated herein by reference.

#### 25. Enforceability/Waiver.

If any part of this Agreement is determined to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risks, and the remainder of the Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Provider's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless agreed to by Provider in a non-electronic writing manually signed by a duly authorized representative of Provider.

#### 26. Miscellaneous.

Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. You and Provider are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. The parties confirm that they wish to have this Agreement written in English only. Les Parties aux présentes confirment leur volonté que cette Convention soit rédigée en langue anglaise seulement. You authorize Provider's monitoring including recording of calls for the purposes of quality assurance and you further consent to Provider's use of automatic dialing equipment to contact you. Provider's performance of the Services is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Provider's right to comply with governmental, court and law enforcement requests or requirements relating to your use of Provider's Website, the Services or information provided to or gathered by Provider with respect to such use. You may not assign this Agreement to any other person or entity without Provider's prior written approval, but nothing restricts Provider's ability to assign this Agreement or subcontract the Services hereunder.

#### 27. Identification, Advertising & Publicity.

Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or Order Forms, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent.

Customer agrees that after execution of this Agreement, subject to Customer's review and written consent, such consent not to be unreasonably withheld, conditioned or delayed, WISC shall have the right to place advertisements in financial and other newspapers and journals and in marketing materials at its own expense describing its services to Customer hereunder. Notwithstanding the foregoing, upon such public announcement, WISC shall, without the Customer's further consent, have the right to include a "tombstone" with respect to such transaction on its Website or in any "pitch-book" or similar marketing

materials to the extent such tombstone does not include any information not previously publicly disclosed by Customer (or by WISC pursuant to this provision).

#### 28. Governing Law; Exclusive Forum; Jurisdiction.

If you reside in Europe, the Middle East or Africa, you consent to the exclusive jurisdiction and venue of the courts sitting in London, England with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any services provided by Provider. If you reside in Asia, Australia, New Zealand or the Indo – Pacific region, you irrevocably agree and consent that any dispute, controversy or claim arising out of or relating to this Agreement or any services provided by Provider shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules provided that the appointing authority shall be the Hong Kong International Arbitration Centre, the place of arbitration shall be in Hong Kong at the HKIAC, there shall be only one arbitrator and the language to be used in the arbitral proceedings shall be English. If you reside in a location other than as listed above, you consent to the exclusive jurisdiction and venue of the courts sitting in Douglas County, Nebraska, USA with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any services provided by Provider. Regardless of Venue, this Agreement and all causes of action related to this Agreement or the Services will be governed by and construed in accordance with the laws of the state of Nebraska, USA, without giving effect to the conflict-of-laws principles thereof that would require application of the laws of a different state or jurisdiction. You agree to service of process by mail directed to your billing address. You waive all defenses including but not limited to sovereign immunity, lack of personal jurisdiction and forum non conveniens and expressly waive any right to bring suit or have any action heard in your local courts. You agree that any claim or cause of action arising out of or related to this Agreement must be commenced by you within one (1) year after the cause of action arose.

#### 29. Force Majeure.

Provider will not be responsible or liable for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

#### 30. Entire Agreement.

This Agreement, in conjunction with the applicable Order Form constitutes the entire agreement between the parties to such Order Form with respect to the subject matter of this Agreement and the applicable Order Form and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. You agree that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that you may now or later provide to Provider, will have no effect and that this Agreement is the only contract between Provider and you regarding the Services and may only be amended as set forth herein. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. A printed version of this Agreement and of any notice given to you in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in

printed form. Order Forms may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

### 31. Modification.

Provider may, at any time, amend the provisions of this Agreement. Any amendment proposed by you may only be accepted by Provider in a non-electronic writing manually signed by authorized representatives of the parties. Notwithstanding anything in this Section to the contrary, if Provider posts amended terms on its Website, such terms will automatically become effective ten (10) days after they are posted on the Website. By using the Services after such revised terms are posted, you agree to be bound by any such amended provisions. Therefore, you agree to periodically visit the Website to examine the then-current Agreement.

### 32. Support Services

We are prepared to provide you with PhoneTree Support Services, if applicable, under the terms and conditions of this Agreement. Upon commencement of the Term of an Order Form, we shall provide you with twelve (12) months of Support Services at no additional cost. At the end of the twelve months and each year thereafter, you will receive a Support Service renewal invoice, unless Support Services are no longer offered by Provider. Support Services shall renew upon our receipt of your full payment for the renewal of the Support Services. Each renewal invoice shall specify the duration of the Support Services renewal.

In the event of a lapse of Support Service coverage for any reason, you shall be responsible for any and all costs to bring PhoneTree to the latest supported configuration. If your Support Service has lapsed, we must verify that your PhoneTree hardware is fully functional. If your hardware is not fully functional, you will need to purchase a new unit before receiving Support Services. If your Support Service has lapsed, we may require you to purchase certain software upgrades in order to receive Support Services, and the cost of renewal will consist of the current MSRP renewal fee for your product(s), plus a reinstatement fee, dependent on the length of time since previous coverage ended, as follows:

Time Expired	Fee (percent of annual Support Services invoice)
<30 days	None
30 days – 364 days	25%
1 year – 2 years	50%
> 2 years	75%
Subsequent yearly renewals will remain at the MSRP renewal rate and the reinstatement fee will be dropped, provided that coverage is continued with no further lapses.	

Problems arising from your changes to office computer hardware or software or to Phonetree hardware or software, including installation of software or hardware on the computer supporting PhoneTree, without the prior written approval of and coordination with us is not covered under Support Services.

If you request configuration changes to add additional jobs (recall, collections, missed appointment, etc.) during the Support Services term, we will provide a written quotation of the charges for such changes and request your written approval prior to performing the additional jobs. Additional jobs may include, but are not limited to, reconfiguring or reinstalling PhoneTree parts after you move or change your practice

management software or hardware, adding additional locations, adding additional providers in excess of those originally specified, or adding any capability for which we charge and has not been purchased by you.

Support Services includes the following support:

Telephone Support: We will provide you with toll-free Support Services via telephone. Should you require Support Services, you will contact us during regular business hours. Upon receipt of your request for support, we will use our best efforts to expeditiously diagnose any problems and determine if the problems are due to your hardware, your software, or PhoneTree services. If we determine that the problems are due to a malfunction in PhoneTree services, we shall promptly take steps necessary to correct the problems, or advise you on how to correct the problems. Should we determine that the problems are not caused by a malfunction in Phonetree services, you will be solely responsible for resolving the problems.

Remote Support: We may provide you with Support Services via modem or high-speed internet transmission as necessary. You shall be responsible for maintaining a properly operating modem and telephone line OR internet connection for operation of the Services and for the purpose of receiving remote Support Services.

User Support: We will assist you with the operation and proper use of the Services, such as starting and stopping calls jobs, obtaining status reports, navigating system operations, and using system features.

Software Updates: We will provide software updates to add functionality or improve performance (up to the latest version that is compatible with your hardware). We will configure or enable features or upgrades not purchased by you at an additional charge upon request.

Hardware Replacement: We will repair or replace, at our sole option, any PhoneTree component which fails, subject to availability. You shall have the responsibility to install replacement parts. Certain hardware or software updates may be required in order to receive Support Services.

Additional Studio Recordings: We will provide additional recording sessions to construct new messages or to modify the content of existing messages. Such recordings shall be billed at a discounted rate for the duration of Support Services term. You may, at any time, records messages using the included microphone.

Revised December 17, 2018