

DIALOGTECH MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) governs the acquisition and use of services of DIALOGTECH, Inc., a Delaware corporation (“DialogTech”) by Client’s business organization (“Client”). By engaging in the use of DialogTech services, Client agrees to be bound by the terms and conditions set forth herein.

1. **Definitions.**

Capitalized terms used in this MSA have the meanings set out within this MSA. All capitalized terms not found in Section 1 Definitions shall be defined as needed within the body of this MSA.

- 1.1 **"Account"** means the account under which Client and Users use the Service.
- 1.2 **"Agent"** means a group or individual who is appointed by and is the exclusive representative of Client and has complete authority to represent Client in the matter of securing Service and entering into agreements for Client.
- 1.3 **"Aggregate Data"** means numerical or non-numerical information that is (i) collected from multiple sources and/or on multiple measures, variables, or individuals and (ii) compiled into data summaries or summary reports, typically for the purposes of public reporting or statistical analysis — i.e., examining trends, making comparisons, or revealing information and insights that would not be observable when data elements are viewed in isolation.
- 1.4 **"Agreement"** means collectively, (i) this MSA, (ii) any Service Orders, and (iii) any Supplemental Terms incorporated therein.
- 1.5 **"Critical Services"** means Client’s end-user access to and functionality of DialogTech’s end-user web portal, and operation of DialogTech’s hosted applications, excluding the exceptions from “Down Time” set forth below.
- 1.6 **"Data Protection Legislation"** means any legislation set forth by a country as it relates to gathering, storing, transmitting and protecting Personal Data.
- 1.7 **"International Service"** means calling outside of the contiguous United States (lower 48 states). For clarity, Client understands that Alaska and Hawaii are considered international locations.
- 1.8 **"Personal Data"** means personally identifiable information (“PII”), payment card information (“PCI”), protected health information (“PHI”) and any other information deemed protected information by Data Protection Legislation.
- 1.9 **"Service"** means DialogTech’s proprietary subscription-based data and attribution services and solutions set forth and described on the applicable Service Order.
- 1.10 **"Service Order"** means each DialogTech ordering document signed by duly authorized representatives of both Parties which references this MSA, identifies the specific Service ordered by Client from DialogTech, sets forth the prices for the Service and contains other applicable terms and conditions.
- 1.11 **"Statement of Work"** or **"SOW"** means each duly executed supplement to this Agreement setting forth the Scope of Services between DialogTech and Client.
- 1.12 **"Supplemental Terms"** means any addendums, exhibits or other legally executed documents incorporated therein or additional policies available at <http://www.DialogTech.com/more/terms/>.
- 1.13 **"Telephone Number(s)"** means any telephone number, regardless of type (e.g., U.S. Local numbers, U.S. Toll-Free numbers, international numbers, enum), that DialogTech uses to provide Services to Client.
- 1.14 **"Uptime Guarantee"** defined in Section 7.1 UP TIME.
- 1.15 **"User"** (collectively **"Users"**) means any employee or contractor of Client accessing the services through Client’s Account.

2. Use of Service.

2.1 **USE OF SERVICE BY USERS OF CLIENT.** Subject to Client's compliance with this Agreement, DialogTech will provide Client with access to the Service during the term of Client's applicable Service Order. Client is responsible for providing the equipment for connectivity such as telephones, computers, and any other software necessary for the proper use of the Service. DialogTech is not responsible for any telephone or Internet connection charges, surcharges, taxes, or other amounts incurred in Client accessing the Service. If DialogTech specifies, at any time, any particular system requirements or hardware for use of the Service, Client agrees to comply with such specifications. Client must at all times submit and maintain accurate Account and contact information, including a working e-mail address and telephone number.

2.2 **TERM AND TERMINATION.**

2.2.1 **Term.** The term for the Service shall be set forth in the applicable Service Order, or shall otherwise be on a month-to-month basis if no term is specified ("Service Term"). Thereafter, this Agreement shall automatically renew for successive renewal terms (each renewal term being on a month to month basis unless otherwise stated in the Service Order).

2.2.2 **Termination.** Either Party may terminate this Agreement, an Account and/or any Service Order (i) immediately in the event of a material breach of this Agreement by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. In addition to the foregoing, DialogTech reserves the right to suspend or terminate a User's access to the Account and Services in the event such User breaches any provision of this Agreement.

2.2.3 **Effect of Termination.** Upon any termination of an Account or this Agreement, DialogTech shall no longer provide the applicable Service to Client, and Client and Client's Users shall immediately cease using the Service. Upon termination of this Agreement or any Account Client shall pay DialogTech for all fees and expenses that had accrued up through the date of termination. DialogTech will not refund prepaid fees upon termination. Except as expressly provided herein, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Upon termination of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession. DialogTech may, after thirty (30) days following the termination of this Agreement or Client Account, delete all Account usage information. All rights and obligations of the Parties set forth herein which by their nature are reasonably intended to survive, will survive such termination.

2.3 **SCOPE OF SERVICES.**

2.3.1 **Pilot Service Orders.** DialogTech may provide free demonstrations of the Service in accordance with certain terms and conditions. DialogTech reserves the right to suspend or terminate any trial programs or block access to trial programs, in its discretion, for any reason or no reason. DialogTech provides all such trial programs on an "AS IS" basis without representations or warranties of any kind.

2.3.2 **Agency/Partnerships.** If Client is being represented by an Agent, who is the exclusive agent of Client and has complete authority to represent Client in the matter of procuring Services. Agent is the agent of Client and not of DialogTech. In the event a dispute arises over payment to Agent, DialogTech will abide by the decisions of Client. In no event shall DialogTech be liable to Agent, if Client terminates its relationship with Agent as its agent. Client hereby agrees to defend, indemnify and hold DialogTech harmless from any liability arising out of Client's appointment or termination of Agent as its agent.

3. Price and Payment.

3.1 **APPLICABLE CHARGES.**

3.1.1 **Payment of Fees.** DialogTech's standard payment term is due net 30 from Client's receipt of invoice. Client agrees to pay all fees, usage charges, domestic and international calling surcharges, per-minute calling rates, regulatory cost recovery fees, and other Service charges applied to the Client's Account, and in accordance with the applicable selected Service and billing plan. Client shall comply with applicable billing terms in effect at the time the fee or charge becomes payable. The parties may also agree to electronic invoice billing and associated payment terms separately in writing, and Client agrees to pay according to the payment terms stated on

the invoice. In the event that Client's Service Fees are amended, Client's adjusted billing shall become effective as of the next billing cycle unless otherwise stated in the duly signed addendum.

3.1.2 **Taxes and Fees.** Client is responsible for and shall pay all applicable taxes. This includes all federal, state and local taxes, fees, charges, surcharges or other similar exactions, imposed on or with respect to our Services whether these taxes are imposed directly on Client or on DialogTech and include, but are not limited to, sales and use taxes, excise taxes, VAT, any other business and occupations taxes, franchise fees and/or any other related taxes. For purposes of this section, taxes do not include any taxes that are imposed on or measured by the net income, property tax or payroll taxes of DialogTech.

3.1.3. **Billing of Usage.** For clarification and without limitation to any the selected billing method, DialogTech shall bill for all minutes of usage for each call from the instant a call is initiated by, or connected to, the DialogTech network to the instant all parties to such call are disconnected (subject to minimum call durations, billing increments, and duration rounding practices used by DialogTech or its carriers), notwithstanding any call transfer, disconnection by one party, or other event.

3.2 **PREPAYMENTS AND PAYMENT AUTHORIZATION.** Monthly or annually prepaid amounts are valid for the billing cycle for which they are prepaid and expire, whether used or not. If Client agrees to payment card billing, Client hereby authorizes regular billing from time to time (monthly or by payment increment), including that charges will be applied to the payment card, according to such plan(s) until termination as provided herein.

3.3 **DISPUTED CHARGES.** DialogTech agrees that the invoice will be sent to Client within ten (10) days after the completion of the billing cycle. Client shall notify DialogTech, in writing or via email sent to **AR@DialogTech.com**, of any discrepancies or errors within thirty (30) days of receipt of the invoice so DialogTech may make proper adjustments. Absent such notice, all invoiced amounts shall be deemed to be undisputed. All undisputed invoice amounts will be due and payable thirty (30) days from Client's receipt of the invoice. Client is responsible for any costs or expenses (including legal or collection agent fees and expenses) related to collecting any past due amounts from Client. Upon resolution of any disputed charges, DialogTech shall re-bill such remaining charges to Client. Payment of these agreed-upon charges shall be payable within thirty (30) days of receipt of this invoice.

4. **Confidential Information.** Each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information that to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure. The Parties' obligations under this section shall continue in force for the later of a period of two (2) years from the date of disclosure or the termination of this Agreement.

5. **International Service.**

Approved by the Department of Justice (<https://www.privacyshield.gov/list>) in October 2016, DialogTech certifies that it complies with the U.S.-EU Privacy Shield and U.S.-Swiss Safe Harbor Privacy Statement. DialogTech's international privacy statement can be found at http://www.dialogtech.com/US-EU-PrivacyShield_US-SwissSafeHarborPrivacy-Statement.PDF.

5.1 **INBOUND INTERNATIONAL SERVICES.** Inbound International Service will be enabled unless Client requests, in writing, International Services be disabled. International calling surcharges and rates, together with minimum call durations, billing increments, and duration rounding practices are available upon request. If Client fails to request DialogTech turn off inbound international services or Client requests outbound international services, Client shall be responsible for all use of International Service

under its Account, regardless of any third party activity (malicious, fraudulent or otherwise), hacking, denial of service attacks, or other activity or circumstance, which generates such usage. Client accepts the obligation to monitor Account usage on a frequent basis to identify malicious, erroneous, or other problematic activity thereunder as soon as possible. Client acknowledges that telemarketing, consumer privacy, call recording, and other laws and regulations of foreign countries may differ from those applicable to U.S. domestic calls, and Client accepts all responsibility for compliance therewith. Client accepts the risks and associated obligations to pay for all International Service under its Account. DialogTech shall use reasonable efforts to identify correctly all International Services used by Clients and to invoice or otherwise bill for them appropriately within the current billing cycle, provided, however, that Client acknowledges that on occasion additional International Services usage, rates, charges, surcharges, or fees may be identified after an initial charge or bill is issued. Accordingly, DialogTech specifically reserves the right to reissue corrected charges or invoices for Client's use of International Service. DialogTech may, at its sole discretion, but has no obligation to, block calls to or from certain countries, regions, country codes, or other blocks or groups, or disable International Services in order to reduce the incidence of malicious activity.

Inbound international calls to toll-free numbers from countries not listed on the DialogTech Website may not be accepted or completed on the DialogTech Platform. Client acknowledges that DialogTech may not be able to secure phone numbers in all countries and/or territories, and that some locales require a local address, or other information to obtain a phone number. Due to the methods and networks with which we use to connect calls and due to certain United States and foreign regulations, we cannot guarantee the successful completion of any call to any destination outside of the United States when placed: (i) without a local originating number provided as caller ID information, (ii) using a toll-free number as the caller ID information, (iii) blocking caller ID information or providing no caller ID information, or (iv) using other non-compliant caller ID information. Such calls may receive a "fast-busy" signal or other error message.

5.2 INTERNATIONAL DATA PRIVACY AND PROTECTION. A breach of the following data privacy and protection (the, "Data Privacy and Protection Provision") shall be deemed a material breach of this Agreement.

5.2.1 *Obligations with Respect to Personal Data.* To the extent that any of the Party's rights and obligations under the Agreement involves the transfer of Personal Data to the other Party (the "Transferee") the transferring Party (the "Transferor") confirms and warrants that (i) the processing of the Personal Data has and, up to the point of disclosure to the Transferor, will continue to be carried out in accordance with all the applicable requirements of the Data Protection Legislation; and (ii) data subjects have given all necessary consents to the disclosure of their Personal Data to the Transferor, and the processing of that Personal Data by the Transferor pursuant to this Agreement. Upon receiving the Personal Data the Transferee shall: (i) comply with all applicable requirements of the Data Protection Legislation, including maintaining all necessary notifications; (ii) take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing; and (iii) acknowledge that it, and not the Transferor, will be Data controller of such Personal Data.

5.2.2 *Requirements of Data Processor.* A "Data Processor" means any person (other than an employee of the data controller) who processes the data on behalf of the data controller. In the event Client, or its agents, Process ("Process") and its variants for purposes of this Section, includes without limitation, access, collect, record, organize, use, store, adapt, alter, retrieve, consult, transfer, disclose or destroy) any information relating to an identified or identifiable natural person on behalf of Client or its affiliates (collectively, "Personal Information"), Client, in connection with this Agreement, shall and shall cause its agents and personnel that Process such Personal Information to: (i) agree that, as between the Parties, all such Personal Information shall be deemed to be Confidential Information that is the property of Client, (ii) Process that Personal information only on the prior written instructions of Client and only to the extent reasonably necessary for performance of this Agreement; (iii) implement reasonable technical and organizational measure to protect that Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, against all other unlawful forms of Processing; and (iv) not transfer Personal Information across a national border except: (a) with the prior written consent of Client; or (b) where Personal Information is received in or from the European Economic Area, with the prior written consent of Client and subject to any additional requirement of DialogTech (which may, for the avoidance of doubt, require the Client to ensure such parties as are reasonably specified by Client enter into the appropriate Model Clauses, which shall be defined as any or all of the contractual clauses referred to in European Commission Decisions C(2010) 593, C2001 1539 and C(2004) 5271.

5.2.3 *Requirements of Data Controller.* A "Data Controller" means a "person" (individual, organization, or other corporate or unincorporated body of persons) who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed. In the event that Client requests DialogTech to Process Personal Information, such request must be specifically set forth in an SOW or Service Order referencing this Section, and Client shall notify DialogTech promptly and prior to such Processing or if Client reasonably suspects that such information may be processed by Client's

use of the Service. Following such request and notification, Client shall (i) further notify DialogTech promptly should it be aware that, or reasonably suspect that, any breach of Section 5.2.2(i) – (iv) above or any other breach of security or unauthorized disclosure of or access to any Personal Information has occurred (“Breach” for the purposes of this Section); (ii) perform an investigation to learn the cause of the Breach, (iii) promptly take all steps necessary to remedy the event and prevent the Breach’s reoccurrence; and fully cooperate with DialogTech to comply with any notification requirements that may result from such Breach. Client shall document and maintain adequate retention process and policies for all Breaches in accordance with all applicable legal and regulatory requirements.

5.2.4 **Consent to Gather Personal Information.** Client affirms that it and its agents have secured the necessary consents from their customers and are authorized to request and receive information pertaining to their customers as is necessary for DialogTech to provide Services to Client.

6. Use of Services.

6.1 **PASSWORD.** Client will select its own password(s) for Account access, and is responsible for the privacy and security of its password(s). Client will be responsible for all Account activity under its password (including any resulting civil or criminal liability). If Client becomes aware of a breach in security related to its password, such as the unauthorized disclosure or use of any phone number or password, it will promptly notify DialogTech, and change passwords. DialogTech is not liable for any loss or damage arising from the failure to comply with this section or for any other unauthorized Account usage.

6.2 **COMPLIANCE WITH LAWS.** Clients using the Service for telemarketing, voice broadcasting, call recording, LeadFlow, SMS, or similarly regulated services are directly and solely responsible for compliance with applicable laws, including without limitation for filing, subscribing, or holding appropriate regulatory compliance documentation as required by competent jurisdictions and/or the purchase of access to any do-not-call lists and obtaining appropriate consents from end users applicable to the operation of its respective business and performance under this Agreement. Client is responsible for consulting with his or its own attorneys and other professional advisers to confirm that Client’s activities are consistent with the requirements of all applicable laws, rules and regulations. Neither Client nor Client’s authorized Users shall use the Service to: (i) send, upload or otherwise transmit any content or material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another’s privacy, hateful, or otherwise objectionable; (ii) upload any content or materials that infringe any intellectual property rights of any person or that contain software viruses or any other harmful code or (iii) violate any applicable law or regulation, including but not limited to those of the Federal Trade Commission (“FTC”), other federal and state governmental or regulatory agencies. Client is bound by and shall at all times comply with the Privacy Policy located at: <https://secure.DialogTech.com/privacypolicy.pdf> which may be amended by DialogTech from time to time by posting a revised Privacy Policy on its website.

6.3 **LEADFLOW SERVICES.** It is DialogTech’s policy that LeadFlow services CANNOT be used to offer virus protection or virus removal services in the form of pop-up advertisement and/or other similar virus-like techniques that lockup, otherwise impact or appear to impact functionality of a user’s computer or other device(s), or similar tactics which have been deemed in violation of U.S. Federal Trade Commission regulations. In the event that DialogTech becomes aware of any such use, DialogTech reserves the right to suspend and/or terminate use of the phone number associated with the violation of this term. If a second incident of said violation occurs within Client’s Account, DialogTech reserves the right to terminate Client’s Services immediately free of any liability. Upon termination, Client will immediately stop using all DialogTech services and render payment of any outstanding invoices.

7. Service Level Agreements.

7.1 **UP TIME GUARANTEE.** DialogTech guarantees that the Up Time of Critical Services (including the calling network component of the Service) will not fall below 99.7% per month during any two consecutive calendar months (the "Up Time Guarantee"). For the purposes of clarification, if the DialogTech network or Service is being used to full capacity and thus cannot be accessed by certain Users, this does not constitute Service unavailability or Down Time. Up Time percentage shall be calculated after excluding from total minutes in any month, any minutes where Service is affected due to circumstances covered in Sections 7.2.1 through 7.2.5.

7.2 **DOWN TIME.** For the purpose of this Agreement, Down Time shall mean any period, calculated and expressed in hours (or fractions thereof), during which a material aspect of the Critical Services necessary for Client’s use of the Service is not functional and available to DialogTech end-users, such period commencing after Client reports the Service outage to DialogTech by calling the Client Support line or emailing support@dialogtech.com. Down Time does not include, and DialogTech shall have no liability or obligation arising out of or related to, any period of time during which any Services are affected as a result of or relating to:

7.2.1 Maintenance during scheduled maintenance windows of DialogTech or its vendors of which we provide notice on the DialogTech Website or by email; regular backup and maintenance performed (without further notice) between 2 a.m. and 5a.m. Central Standard Time; or maintenance on an emergency basis in reaction to mission critical needs or causes, such as, without limitation, prevention of hacking, compliance with law, protection of DialogTech or customer critical interests or information, or protection of the DialogTech network

7.2.2 Any deliberate or malicious acts or intrusions by any third party, including without limitation denial of service or similar attacks or viruses, time-bombs, worms, Trojans, or other malicious code;

7.2.3 Misuse by end-users or others, including without limitation any violation of the Agreement, and including without limitation any suspension or termination of Service by DialogTech pursuant to the Agreement or otherwise within the rights of DialogTech; Client's, Client's end-users', or Client's vendors' fault, activities, applications, equipment, or facilities (including without limitation any inaccurate information provided by Client or on Client's behalf); or

7.2.4 Errors by, or non-performance of, telecommunication carriers or networks used to originate and/or terminate calls (including without limitation slow dial tone, circuits busy, or other third party network and/or switching capacity shortages);

7.2.5 Any period of delay prior to reporting a Critical Services outage to DialogTech through proper means, and Client (or Client's end users') delay or inaction in responding to DialogTech's requests for information or reasonable assistance from Client necessary to repair a Service outage or to reproduce an error or problem.

7.3 **EXCLUSIVE REMEDY FOR SERVICE UNAVAILABILITY.** If the calling network component of the Service does not meet the Up Time guarantee set forth in paragraph 7.1, DialogTech will, upon written request from Client, credit to the Account one minute of time for every minute of unavailability in excess of 0.3% Down Time, provided, however, that such credit cannot exceed the current monthly minimum service commitment level for that Account. This shall be Client's sole remedy for DialogTech's failure to meet the Up Time Guarantee. Client hereby waives all claims for damages for Service unavailability, scheduled or unscheduled other than claims under the Up Time Guarantee, and indemnify DialogTech for any similar claims made by any other Users on Client's Account.

7.4 **HIGH USE; SUDDEN CAPACITY INCREASES.** If Client engages in any planned marketing activities or other calling events which may use significant DialogTech capacity, Client agrees to provide DialogTech with as much prior notice as possible (to the following email address: support@DialogTech.com) so that we can take reasonable steps to make Service capacity available for Client's event. If Client does not provide prior notice of increased capacity needs, DialogTech will use commercially reasonable efforts to make the Service available, subject to existing network capacity and other Clients' service needs. Client acknowledges that high volume usage without prior notice may result in Account limitation or suspension, including inbound calls being rejected by fast-busy signal, which does not constitute Service unavailability or downtime.

7.5 **TELEPHONE NUMBERS.** DialogTech will use commercially reasonable efforts to obtain the Telephone Number(s) requested, and to initiate and complete port requests. Client acknowledges that DialogTech may need to change the Telephone Number assigned to Client (due to an area code reassignment or split, or for any other reason). Client acknowledges that if the Service is suspended or terminated, that Client may not be able to obtain the same local or toll-free numbers should the Service be reactivated. DialogTech may, after thirty (30) days post-termination of service, remove all telephone numbers from Client's Account if Client does not provide a port request during this time period.

7.6 **SERVICE UPDATES.** DialogTech reserves the right to upgrade, enhance, or add additional/new features to any Services without the requirement of providing Client with prior written notice. DialogTech also reserves the right to limit, suspend, or discontinue any aspect of the Service, including, without limitation, the availability of any Service feature, database or content, hours of availability, or equipment needed to access the Service without notice or liability. If Client reasonably determines that such limitation, suspension, or discontinuance had a materially adverse effect on Client's use of the Service, then Client shall notify DialogTech and DialogTech shall have the right to cure within sixty (60) days. If after the sixty (60) day cure period Client is still materially adversely affected, then Client shall be permitted to terminate the Agreement within sixty (60) days of written notice of the material change from DialogTech. DialogTech does not guarantee that the Service may be accessed from all locations or with all equipment or types of communications access.

8. **Representations, Warranties & Limitation of Liabilities.**

8.1 **GENERAL.** Each party represents and warrants to the other that: (i) it, and the person executing this Agreement, has sufficient legal authority and capacity to create legally binding obligations, as set forth in this Agreement; and (ii) its execution, delivery and performance of this Agreement will not violate the terms of any agreement or understanding between such party and any third party.

8.2 **SERVICE.** DialogTech represents and warrants that: during the term of any Service Order the Service will conform, in all material respects, with the specifications set forth in the Service Order, DialogTech website, and applicable Service descriptions provided by DialogTech to Client in writing, under normal use and circumstances. In the event of a breach of this warranty, Client's sole and exclusive remedy and DialogTech's sole obligation will be for DialogTech to make reasonable commercial efforts to correct the non-conformity or, if DialogTech is unable to correct the non-conformity within sixty (60) days after Client's written notice, for Client to terminate the applicable Account and Service Order and receive a refund, on a pro-rata basis of any prepaid unused Fees paid under such Service Order. DialogTech expressly reserves the right to: (i) reject any traffic or campaign that it deems, in its reasonable discretion, inappropriate or non-compliant with this Agreement for any reason or no reason, effective upon notice to Client; (ii) monitor and review calls to ensure the integrity of the DialogTech services provided and compliance with this Agreement; (iii) take any action deemed necessary, including, but not limited to, disabling individual phone numbers, accounts, or terminating access to the services, in the event DialogTech reasonably suspects a violation of this Agreement; and (iv) disclose any Client or account information in a manner consistent with applicable privacy laws, including call records, recordings, and the like when requested by law enforcement, regulatory, or other government agencies (whether or not under subpoena or required under government regulations), however, DialogTech will provide Client with advance notice so that Client may seek to prevent such disclosure, unless such notice is legally prohibited.

8.3 **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** DIALOGTECH DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR THAT IT WILL BE ERROR-FREE. TO THE EXTENT THAT DATA IS BEING TRANSMITTED OVER THE INTERNET HEREUNDER, CLIENT ACKNOWLEDGES THAT DIALOGTECH HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, AND DIALOGTECH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OF THE INTERNET. THE WARRANTIES STATED IN SECTION 8 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY DIALOGTECH. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DIALOGTECH MAKES NO WARRANTY AS TO THE CONTINUOUS AVAILABILITY OF THE SERVICE OR THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. CLIENT IS SOLELY RESPONSIBLE FOR THE BACKUP OF ANY DATA THAT CLIENT MAY REQUIRE TO BE STORED IN RESPECT TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO CLIENT AND CLIENT MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

8.4 **LIMITATION OF LIABILITY.** EXCEPT FOR A VIOLATION BY CLIENT OF ANY OF DIALOGTECH'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUES), PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF THE FOREGOING. DIALOGTECH'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO DIALOGTECH FOR THE SPECIFIC SERVICE GIVING RISE TO SUCH CLAIM OVER THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM IN WHICH SUCH CLAIMS ARE BASED (WHETHER IN CONTRACT, TORT, OR OTHERWISE) AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

9. **Insurance.** DialogTech represents, warrants, and undertakes to maintain and keep in effect, for the duration of this Agreement, insurance as outlined below, with reputable insurers having an AM Best Rating of A-VII or better. DialogTech agrees to provide, upon Client's written request, a certificate of insurance evidencing the required coverage upon execution of this Agreement and upon request any time during the Service Term of this Agreement. DialogTech shall maintain the following insurance coverage:

Coverage	Minimum Limits of Liability
Workers' Compensation & Employers Liability Insurance:	Statutory Limits
Automobile Liability Insurance:	\$1,000,000 per occurrence
Commercial General Liability Insurance:	\$1,000,000 per occurrence; \$2,000,000 aggregate

Umbrella/Excess Liability Insurance:	\$5,000,000 as minimum limits of liability
Professional Liability Insurance:	\$5,000,000 each claim
Cyber Security Insurance:	\$10,000,000 aggregate liability

10. **Additional Restrictions.**

10.1 **CREDIT CARD SECURITY.** DialogTech does not represent or warrant that DialogTech services are compliant with the payment card industry standards. While using DialogTech services, Client agrees to refrain from collecting or processing credit card information, unless otherwise mutually agreed to by both Parties.

For clients who choose to render payment for DialogTech services by credit card, client acknowledges that DialogTech uses a third party payment gateway service provider.

10.2 **NO EMERGENCY DIALING OR BROADCASTING.** The Service does not include any E911 or related short digit emergency dialing feature. Client understands the Service is an enhanced information service and not intended, nor can it be used, as a full inbound-outbound telephone replacement, and that Client should maintain standard access to land-line or mobile telephone service with E911/short digit emergency dialing service, other than DialogTech's service. The voice broadcast Service may not have the capacity to deliver messages of an emergency nature on an immediate basis. Accordingly, use alternative methods for mission critical or emergency services usage to deliver emergency messages of any urgent, public safety or similar nature. Client waives any claims against DialogTech based upon or arising out of any failure to provide short digit emergency dialing or other emergency capability.

11. **Intellectual Property Rights.**

11.1 **TRADEMARKS.** The brand names, slogans, insignia, symbol, trademarks, service marks, designs, and logos used on the DialogTech Website or in conjunction with the Service, (collectively, the "Marks") are the trademarks of DialogTech and its licensors. Client may not alter, copy, display or use the Marks in any manner except as may be automatically displayed by the Service or the DialogTech Website or as may be provided in a separate express written agreement with DialogTech. Client further agree not to use any domain name, insignia, symbol, trademark, trade name, service mark, logo, or other materials confusingly similar to the Marks without the prior written consent of DialogTech.

11.2 **PROPRIETARY TECHNOLOGY.** Client acknowledges and agrees that all right, title and interest in and to the software, hardware, and other technologies which DialogTech uses to deliver the Services (the "DialogTech Technologies") and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain DialogTech's or its licensors', and DialogTech in no way conveys any right or interest in the DialogTech Technologies other than a limited license to use them in accordance herewith. Client's rights to the DialogTech Technologies are limited to a non-exclusive and non-transferable runtime right solely during the term of the applicable Account subscription and solely for the purpose of using the Service. For the purpose of clarification and this Agreement, runtime shall mean the right to execute DialogTech software for use of DialogTech services while inhibiting Client's access to the tools used by DialogTech to build the software and services, including but not limited to, source code. DialogTech hosts all Services and no software code (other than APIs if DialogTech agrees to provide the same in its sole discretion) will be provided to Client. Except as otherwise expressly set forth on a Service Order, this license is restricted to use by Client and Client's authorized Users and does not include the right to use the Service on behalf of any third party or the right to permit any non-User to access or use the Service. Client may not modify, create derivative works or, redistribute, sell, decompile, reverse engineer, or disassemble the DialogTech Technologies or otherwise attempt to deduce the source code, design, or data transmission characteristics of the DialogTech Technologies.

11.3 **RESTRICTIVE RIGHTS.** Any DialogTech Technology that is downloaded for or on behalf of the United States of America, its agencies and/or instrumentalities, or any other national government, is provided with Restricted Rights. Manufacturer is DialogTech, Inc., 300 W Adams, STE 900 Chicago, IL 60606.

11.4 **CLIENT DATA.** Client retains ownership of all right, title and interest in and to all of data and materials that Client provides to DialogTech for use in connection with the Service ("Client Data"). During the term of this Agreement, Client hereby grants to DialogTech a worldwide, non-exclusive, transferable, royalty-free right to use, display, transmit, and distribute Client Data solely as necessary to provide the Service to Client. Client will not, however, knowingly transmit any Personal Data to DialogTech. Upon termination of the Service, DialogTech shall make Client Data available to Client in a mutually agreed upon format.

11.5 **AGGREGATE DATA.** In the course of providing Services, DialogTech may collect Aggregate Data regarding DialogTech services including but not limited to: industry, usage, call duration, timing, sources, origination/termination information, quality of calls and purpose of calls. DialogTech reserves the right to use the Aggregate Data for reasonable business purposes including but not limited to thought leadership reports and presentations, provided that such Aggregate Data does not: (i) contain Confidential Information or information identifying Client, or (ii) segregate or disclose Client Data. DialogTech reserves the right to use Aggregated Data in thought leadership reports, presentations, and other similar marketing content. Aggregate Data will not be tied to Client by name or any other means unless Client provides prior written consent.

12. **Indemnification.**

12.1 **DIALOGTECH INDEMNITY.** DialogTech will indemnify, defend and hold Client harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Client alleging that the use of the Service as permitted hereunder infringes any United States patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Service in violation of this Agreement or applicable law, (ii) use of the Service after DialogTech notifies Client to discontinue use because of an infringement claim, (iii) any claim relating to any third party products or services or Client's Data, (iv) modifications to the Service made by Client or Client's Users (where the claim would not have arisen but for such modification), (v) the combination, operation, or use of the Service with software or equipment which was not provided by DialogTech, to the extent that Client's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (vi) compliance by DialogTech with Client's custom requirements or specifications if and to the extent such compliance with Client's custom requirements or specifications resulted in the infringement. The rights and remedies granted to Client under this Section 12.1 state DialogTech's entire liability and Client's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise

12.2 **CLIENT'S INDEMNITY.** Client shall indemnify, defend, and hold DialogTech and its subsidiaries, parents, affiliates, managers, shareholders, officers, directors, agents, resellers, sales affiliates, licensees partners, and employees (the "DialogTech Indemnitees") harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against any DialogTech Indemnitees that arises out of or results from any breach of this Agreement by Client or Client's authorized Users.

12.3 **INDEMNIFICATION PROCEDURE.** The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

13. **General Provisions.**

13.1 **AGREEMENT IN THE ENTIRETY.** This Agreement, including all Service Orders and Supplemental Terms, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, agreements and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns.

13.2 **MODIFICATIONS OR AMENDMENTS.** This Agreement may only be amended in writing, signed by the authorized representatives of both Parties. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Client shall be of no force or effect, even if the order is accepted by DialogTech.

13.3 **PLAIN MEANING.** This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof. Any inconsistencies between the provisions of this Agreement, the Service Order, and/or the Supplemental Terms shall be resolved by giving precedence in the following order: (i) this MSA, (ii) any Service Order, then (iii) any Supplemental Terms.

13.4 **HEADINGS.** The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

13.5 **INDEPENDENT PARTIES.** The Parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or fiduciary relationship or obligation between the Parties.

13.6 **MEDIA AND PUBLICATION RIGHTS.** DialogTech may, from time to time, use Client's trade name, trademark or logo ("Client's Marks") in a list of examples of current clients for promotional purposes and for display on DialogTech's website. Reasonable care shall be taken to not present information about Client which a reasonable party could consider to be proprietary or detrimental to Client's brand. Any other use of Client's Marks shall only be allowed after DialogTech receives written consent from Client and on a case by case basis. Client may terminate such authorized use upon 30 days' written notice to DialogTech. Upon termination of this Agreement DialogTech shall discontinue the use of Client's Marks.

13.7 **GOVERNING LAW; VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of Illinois, without giving effect to any principles of conflicts of law. All actions concerning any dispute arising out of the Agreement, must be brought in the state or federal courts with appropriate subject matter jurisdiction located in (or having jurisdiction over) Cook County, Illinois, and each party consents to the jurisdiction and appropriate venue thereof.

13.8 **WAIVER.** Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights.

13.9 **SEVERABILITY.** If any provision of this Agreement or any part of any provision is determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it will be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision will not be affected.

13.10 **FORCE MAJEURE.** Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by Acts of God, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party. In the event that such force majeure event continues for more than ten (10) business days, the affected Party may terminate this Agreement with no penalty by providing written notice to the other Party.

13.11 **ASSIGNMENT.** The right to use the Service and access the Account is not transferable, sub-licensable, and may not be sold, rented, or timeshared, unless expressly permitted in another agreement with DialogTech. Notwithstanding the foregoing, either party may assign this Agreement, in whole or in part, in the case of a merger, acquisition, or sale of substantially all of its assets upon written notice to the other party.

13.12 **SURVIVAL.** The obligations in the Agreement regarding Termination for Cause, Intellectual Property, Confidentiality, Indemnification, Limitation of Liability and any General Provisions would survive any termination of this Agreement.

13.13 **COUNTERPARTS & ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts with an original signature or with a DialogTech-approved electronic signature, which of which shall be deemed an original and all of which shall constitute the same instrument.

13.14 **NOTICE.** Notice required in the Agreement shall in in writing and serviced either personally, by overnight express delivery services, or prepaid certified first class mail, addressed to the appropriate representative as set forth in this Agreement; delivery may also be effected by e-mail or fax, if its receipt is confirmed by the recipient, or an original copy follows in a timely manner. Either party may change its address by written notification to the other party. Notice shall be deemed to be delivered from time of service, if personally serviced or sent by email or fax, or twenty-four (24) hours after deposit with overnight express delivery service, or seventy-two (72) hours from the time of mailing, if mailed.

If to DialogTech, Inc.
300 West Adams Street, Suite 900
Chicago, Illinois 60606
Attention: Legal Department
Fax: (312) 346 - 3497
Email: Legal@dialogtech.com

DialogTech, Inc.
300 West Adams Street
Suite 900
Chicago, Illinois 60606