

MASTER SERVICE AGREEMENT

CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SERVICE PROVIDER. ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU DO NOT HAVE PERMISSION TO USE THE SERVICES AND DO NOT HAVE ANY OTHER OF THE RIGHTS SET FORTH BELOW.

This Master Service Agreement (this "MSA") is entered into between the service provider ("Company") and customer ("You").

As You elected to purchase voice services under this MSA, please be advised of the following: (i) voice services will be provided through Company's Party; (ii) Your acceptance of, and agreement to, the terms of this MSA also constitutes your acceptance and acknowledgement of, and agreement to (A) the important disclosures, notices and disclaimers contained in Attachment 1 to this MSA related to 911 (including basic and enhanced 911 (E911)) calling and service and (B) the terms of the Order(s) and related documents provided or made available to You by Company.

Any of the following actions constitutes Your agreement, without limitation or qualification, to be bound by, and to comply with, the terms of this Agreement: (i) registering for Service on Company's web page or portal and selecting "I Accept" as part of the registration process, (ii) ordering Service from Company and providing it with Your credit card number or other billing information, or (iii) use of the Services by You or Your Users.

You agree to be bound by all of the terms and conditions of (i) this MSA and (ii) the following:

- Company's Privacy Policy (the "Privacy Policy");
- Company's Service Level Agreements that may be sold hereunder (each, a "Service Level Agreement" or "SLA");
- Company's Acceptable Use Policy ("AUP");
- Company's Order(s).

All of the above referenced documents (i.e., this MSA, the Privacy Policy, the SLAs, the AUP, the Order (s)) are collectively referred to as the "Agreement." Each of the foregoing is expressly incorporated herein by reference and may be amended or updated from time to time by Company. Current copies of the MSA, SLA, and Service Order are located at <https://www.omnivoice.ai/msp/legal/>.

DEFINITIONS.

For the purposes of this MSA, 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 login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information.

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

"Administrator" means any of Your employees, consultants, independent contractors or customers to whom You grant administrative permission to access the Services including, but not limited to, the right to create, modify and delete Users, as well as the right to access and modify Your billing information and other functionality available through Company's management console).

"Applicable Law" means any applicable foreign, federal, state, provincial or other laws, rules, regulations or interpretations of relevant Governmental Authorities or self-regulatory bodies.

"Data" means all data submitted by Your Users to Company in connection with the Services, including all content, material, IP and similar addresses, recordings, messages, software, Account Information and Account-related settings.

"Governmental Authority" means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

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

"Order(s)" means documents that specifically describe the Services used by You under this Agreement, including product descriptions, the currency to be used for billing and payment, pricing, and other terms. Each Order shall be deemed a part of and incorporated into this Agreement.

"Services" means Company's unified communications, hosting and other services, software and products, as such services, software and products that are offered by Company from time-to-time in its discretion and subscribed to, purchased by, or used by You as set forth in the Order.

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

"User" means any of Your employees, consultants, independent contractors or other individuals to whom You grant permission to access the Services.

"You" and "Your" means the individual or entity on whose behalf this Agreement is accepted.

1. SCOPE; ACCESS; SECURITY.

1.1. Access to Services. Subject to and in accordance with the terms of this Agreement, including any Order, Company grants You a non-exclusive, non-sublicensable, nontransferable, non-assignable, revocable license for the term of this Agreement to access and use the Services. Services may only be used by Your Users for internal business purposes only. You agree to comply with the terms and conditions of this Agreement, including any Order, and with all applicable Company procedures and policies that further define use of the Services. You acknowledge and agree that the actions of any of Your Users with respect to the Services will be deemed to be actions by You and that any breach by any of Your Users of the terms of this Agreement, including any Order will be deemed to be a breach by You.

1.2. Account Information and Ownership. You acknowledge that Your failure to timely update Your Account information, including authorized Administrators, can result in unauthorized personnel having access to Your Account and potentially doing harm to You. You agree to maintain accurate Account information by providing updates to Company promptly. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any Company account or any portion thereof, including Your Account, Company will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, Company may immediately suspend or terminate any relevant account, including Your Account, or any portion thereof. You will reimburse Company for any legal fees and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data or the same of another Company customer. You acknowledge and agree that (i) the legal owner of all Data on the Account is You (the counterparty to this Agreement); (ii) You will provide Company with any documentation it

reasonably requests to establish ownership and rights to Your Account and any related Data.

1.3. Account Security and Activity. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify Company immediately of any unauthorized use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that Company will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorization. You further agree that You may be held liable for losses incurred by Company, any Company Party, or another party due to any party using Your Access Information. Company strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. Company specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.

2. TERM AND TERMINATION.

2.1. Term. This Agreement shall be effective from Your acceptance of this Agreement and shall continue until the expiration or termination of all Orders ("**Agreement Term**"). When You purchase Services from Company, an Order will be created specific to such purchase, setting forth the contract term and other terms and conditions with respect to such purchase, the "**Order Term**". Termination of this Agreement shall not relieve either party from fulfilling its obligations prior to such termination.

(a) Initial Term. The Initial Term of an Order is the period from the date of Your acceptance of the Order through the remainder of that calendar month. A Renewal Term of an Order is defined as one (1) calendar month beginning at the end of the Initial Term and each subsequent calendar month thereafter.

(b) Automatic Renewal. Each Order will renew automatically at the end of the then-current Order Term for a Renewal Term unless terminated in accordance with this Agreement by either You or Company.

2.2. Termination by You. You may terminate any Order prior to the beginning of any Order Renewal Term by contacting the Company. Company will not be required to refund to You any fees already paid, unless otherwise set forth in the applicable Order.

2.3. Termination by Company.

- (a) Immediate Termination. Company may terminate this Agreement, including any Order, (or suspend Your Account) immediately and without prior notice for any of the following reasons: 1) Any material breach of this Agreement, including any Order, by You, as determined by Company in its sole discretion, including, but not limited to failure to make any payment when due, violation of the AUP or any other Company policy or procedure applicable to the Services; or 2) If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action, against Company or Company Parties, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.
 - (b) Termination or Suspension of Users. In lieu of terminating or suspending Your entire Account, Company may suspend Your Account or terminate or suspend individual Users.
 - (c) No Refunds; Further Payment Due. If Company terminates this Agreement, including any Schedule, pursuant to Section 2.3 (a), (i) Company will not refund to You any paid fees and (ii) You will be liable for any payment that would have been due had You terminated pursuant to Section 2.2.
- 2.4. Following Termination. Termination will not cancel or waive any fees owed to Company or incurred prior to or upon termination. You agree that Company may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by Company in connection with the Services. All of Your Data will be irrevocably deleted promptly (as soon as fourteen (14) calendar days) following the termination of this Agreement or the applicable Schedule, including but not limited to, databases, contacts, calendars, e-mail, website content, and any Data hosted by Company. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Company will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination of the Services.
3. FEES, BILLING, TAXES, CHARGES.
- 3.1. Fees. The fees initially charged upon ordering any Service will be effective for the applicable Order Initial Term and each Order Renewal Term, provided, that Company will have the right to increase these fees at any time upon thirty (30) calendar days' notice to You. If You do not agree with such fee increase, You will have the right to terminate the applicable Order immediately upon notice received. All payments made to Company shall be in US Dollars (or any other currency as may be permitted in the applicable Order(s)).
- 3.2. Billing and Payment Arrangements. Company will bill You monthly for all established and recurring fees, and any applicable one-time fees in that month.
- 3.3. Late payment of Past Due. If Company is unable to successfully process Your payment by the seventh (7th) calendar day of the month for which the payment is due, Your payment will be considered late and not paid in full. Company reserves the right to suspend or terminate Your Account in accordance with Section 2.3(a) (i) for failure to timely pay in full. Late payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of (x) eighteen percent (18%) per year and (y) the maximum amount permitted by law and (ii) twenty-five dollars (\$25). Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by Company (including, without limitation, reasonable attorneys' fees).
- 3.4. Taxes. In addition to Company's charges, You will be liable for all taxes, governmental fees and assessments related to fees and charges charged to You under this Agreement or otherwise in respect of Your use of the Services. Company will bill you for any sales, usage or other taxes that apply with respect to (i) the Services that You purchase and (ii) the jurisdiction of Your billing address (or, as required, any other relevant business locations).
- 3.5. Fees for Additional Services. You agree to pay Company's then-current rates and expenses, including the cost of Company's vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services, or similar work.
4. USE OF THE SERVICES.
- 4.1. Internal Use. You will use the Services for Your own internal business, non-residential and non-personal use. You acknowledge and agree that You will not allow any third party, including Your vendors and service providers, to access or use the Services unless such third party is allowed access for the purpose of providing authorized customer support services or in connection with Your appropriate use of the Services for Your own business purposes.
- 4.2. Restricted Activities. You will not (i) use any Service for any purpose outside the Service's intended scope, features, and function set, (ii) use any Service for third-

party training, (iii) use any Service as an application service provider or service bureau, unless You have entered into a separate written agreement with Company to provide such services, (iv) use any Service for timesharing or rental, (v) use any Service to design software or other materials or services with similar or competitive functionality for any purpose, including distribution to third parties, (vi) except with respect to Your Data, duplicate any portion of the Services or display, distribute, publish, or otherwise disclose any Service; (vii) use any of the Services to interface with any other service or application that is outside the scope of intended use; (viii) decompile, disassemble, or otherwise reverse engineer any portion of the Services; (ix) make any modification or interface to any Service that is not specifically authorized by Company without prior written consent of Company; (x) resell or sublicense any portion of the Services, and any purported resale or sublicense will be void; and (xi) store, maintain, or use on or through the Service any protected health information, unless a formal Business Associate Agreement (in a form acceptable to Company in its sole discretion), if required by applicable law, has been executed between Company and You. 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, without Company's prior written consent, access the Services if You are a direct competitor of Company.**

4.3. **Applicable Law.** You acknowledge and agree that access and use of the Services may be restricted or limited as a result of 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 Government Authority 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 Services in a lawful manner.

5. YOUR DATA.

5.1. **Submission of Your Data.** Any Data You provide to Company in connection with the Services must comply with the AUP. Attempting to place or transmit, or requesting placement or transmission, of Data that does not comply with the AUP will be a material breach of this Agreement. Company may, in its sole discretion, reject or remove Data that You have used or attempted to use with respect to the

Services. Any Data used with respect to the Services by or through You will be free of any and all malicious code, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the Services or **Company's servers. You hereby represent and warrant to Company that You have the right to use any patented, copyrighted, trademarked, proprietary or other material in connection with Data that You use, post, or otherwise transfer or transmit with respect to the Services.**

5.2. **Public Disclosure of Data.** You are solely responsible for ensuring that You do not accidentally make any private Data publicly available. Any Data made public may be publicly accessible through the internet and may be crawled and indexed by search engines or other third parties. By making any Data publicly available on any of the Services, You affirm that You have the consent, authorization or permission, as the case may be, from every person who may claim any rights in such Data to make such Data available in such manner.

5.3. **Data Takedown.** By making any Data publicly available in the manner aforementioned, You expressly agree that Company will have the right to block access to or remove such Data made available by You, if Company receives complaints, inquiries or notices concerning any illegality or infringement of rights in such Data. You expressly consent to determination of questions of illegality or infringement of rights in such Data by the agent designated by Company for this purpose.

5.4. **Control.** Company is not obligated to exercise control over the content of information, including Your Data, **passing through Company's network except any controls expressly provided in this Agreement.**

5.5. **Feedback.** Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to Company by You or Your Users in connection with **the Services shall be collectively deemed "Feedback."** You agree to grant and hereby grant to Company a perpetual, transferable, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

6. CONFIDENTIALITY AND PRIVACY.

6.1. **Confidential Information.** "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be

- understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. Company's Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and any Order(s), as well as Company's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Company. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The Receiving Party may disclose Confidential Information to the extent required to comply with binding orders of governmental entities that have jurisdiction over it; provided however that, to the extent legally permitted by law to do so, the Receiving Party gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy and discloses only such Confidential Information as is required by the governmental entity. You acknowledge that Company, and its licensors, retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Company hereunder.
- 6.2. Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective of Disclosing Party and its Confidential Information as the provisions of this Agreement.
- 6.3. Use and Disclosure by Company. Notwithstanding the foregoing, Company may use or disclose Your Data (i) as expressly permitted in writing by You, and (ii) as expressly provided in this Agreement, including (a) in accordance with the Privacy Policy (as if such Data were "Personal Information" as defined under the Privacy Policy), and (b) to access Your Data to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters. You expressly consent to the foregoing use and disclosure.
7. LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD-PARTY SERVICES.
- 7.1. Limited Warranty. Company provides the Services and any related products on an "as is" basis, except as otherwise specifically set forth in the applicable SLA. You expressly agree that use of the Services is at Your sole risk. To the fullest extent permitted by applicable law, Company and the Company Parties expressly disclaim all warranties of any kind, whether express, implied, statutory, or otherwise, oral or written, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You hereby agree that the terms of this Agreement, including any Order, will not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this Agreement, including any Order.
- 7.2. Warranty Claims. You have the right to inspect and test the Services within ten (10) days from its receipt to review and provide a detailed description in writing of any issues or deficiencies in the deliverables to the Company. To the extent of any such deficiency the Company shall re-perform that deficient portion of the Product within a reasonable period of time. Notwithstanding the foregoing, You shall be deemed to have accepted the deliverables of the Service on the earlier of (i) notice from You to the Company of acceptance, or (ii) ten (10) days after Your receipt of the deliverable where You have not issued written notice of any deficiency.
- 7.3. Limitation on Liability. Company and Company Parties will not be liable for any direct, 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) in connection with any claim arising under or in connection with this Agreement or the Services provided hereunder, regardless of whether Company or any Company Party has been advised of such damages or their possibility. Some jurisdictions do not permit exclusion or limitation of liability for all types of damages (including the province of Quebec), so the preceding exclusions may not apply to all parties; in such

jurisdictions, and only such jurisdictions, the liability is limited to the fullest extent permitted by law. Company will not be liable for any harm that may be caused by Your access to application programming interfaces or 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. You agree that the total liability of Company and any Company Party and Your sole remedy for any claims (i) regarding the Services for which a remedy is set forth in the applicable SLA is limited to the credits set forth in such SLA; and (ii) regarding the Services, other than those specifically described in clause (i) of this Section 7.1, is limited to the lesser of (a) One Thousand Dollars (\$1,000) and (b) the prior one (1) month of Service fees paid under this Agreement by You to Company.

7.4. Other Liability. None of the Company Parties is responsible to You for any warranty provided by Company.

7.5. Third-Party Services. Company may link to or offer Third-Party Services on Company's website or otherwise through the Services; provided that this Section 7.3 does not apply to Third-Party Services that You purchase from Company. Any purchase, enabling, or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider and is subject to the terms and conditions of such Third-Party Provider. Company does not warrant, endorse or support Third-Party Services and is not responsible or liable for such Services or any losses or issues that result as Your use of such services. If You purchase, enable or engage any Third-Party Service for use in connection with the Services, You acknowledge that Company may allow providers of those Third-Party Services to access 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 or liable for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

8. OWNERSHIP AND CONTROL.

8.1. No Transfer. Except for rights expressly granted in

this Agreement, including any Order(s) Company does not transfer any intellectual or other property or proprietary right to You. All right, title, and interest in any Service provided to You, including without limitation any copyright, trade secret and vested or potential trademark and patent rights, is solely the property of Company and its vendors and licensors. As between You and Company, all materials distributed by Company in connection with the Services will at all times remain the property of Company, and upon the request of Company or upon termination of this Agreement or any Schedule, You will promptly return any and all such materials.

8.2. Control. Company will have sole and complete control over, and reserves the right at any time to make changes to, the configuration, appearance, content and functionality of the Services. In addition, Company reserves the right, at any time, without prior notice, to the exercise of its sole discretion to suspend or terminate any Service for the protection of the security and integrity of the Services or other business, technical or financial considerations as determined by Company.

9. INTELLECTUAL PROPERTY PROTECTION. Company will, at its own expense, defend or at its option settle, any claim brought against You by a third party on the issue of infringement of any copyright, patent, or trademark of that third party, in each case by the "Company Technology," as defined below in this Section 9; provided that You provide Company with (a) prompt written notice of such claim; (b) control over the defense and settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim. In the event of any claim for which Company may be obligated to defend or settle in accordance with this Section 9, Company may at its sole option and expense, either: (i) procure the right to use the Company Technology as provided herein, (ii) replace the Company Technology with other non-infringing products with equivalent functionality; (iii) suitably modify the Company Technology so that it does not infringe, or (iv) terminate this Agreement. Company assumes no liability for infringement claims arising from: (1) any combination of the Company Technology with products or technology not provided by Company, if the infringement would not have occurred if the Company Technology had not been so combined; (2) any modification of the Company Technology, in whole or in part, by anyone other than Company, if the infringement would not have occurred but for such modification; (3) use by You of any Company Technology after Company notifies You that continued use may subject You to such claim of infringement, provided that Company provides You

- with a replacement release of the Company Technology; (4) any proprietary or intellectual property rights not expressly identified in this Section 9; or (5) any non-United States proprietary or intellectual property rights. "Company Technology" means the software of Company which is delivered to You in connection with Your use of the Services. This Section 9 sets forth the entire liability and obligations of Company, and Your exclusive remedy, with respect to any actual or alleged infringement of any intellectual property or proprietary right by the Services. The terms of this Section 9 are subject to the limitations of Section 7.
10. **HARDWARE, EQUIPMENT, AND SOFTWARE.** You are responsible for and must provide all hardware, software, services and other components necessary to access and use the Services. Company makes no representations, warranties, or assurances that third party hardware, software, services and other components will be compatible with any Service. Company reserves the right to change or upgrade any equipment or software that it uses to provide the Services without notice to You. Company will install security patches, updates, upgrades and **service packs ("Updates") as it determines in its sole discretion, and reserves the right, but not the obligation, to roll back any Updates.** Updates may change system behavior and functionality and as such may negatively affect the Services used by You. Company cannot foresee nor be responsible or liable for service disruption or changes in functionality or performance due to Updates. Company is not responsible or liable for issues that may arise from incompatibilities between Your Data and use of the Services and any Update or hardware or software change or configuration, regardless of whether discretionary or requested.
 11. **INDEMNIFICATION.** You agree to defend, indemnify, save, and hold Company and the Company Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable **attorneys' fees, asserted against them that may arise** or result from Your use of the Services, Your breach of this Agreement (or any Order), or Your negligence or willful misconduct.
 12. **MODIFICATION OF TERMS.** Company may update, amend, modify or supplement the terms and conditions of this Agreement, including any SLAs, the AUP and the Privacy Policy, from time to time. Such changes will take effect immediately. You can review the most current version of this Agreement at any time at: <https://www.omnivoice.ai/msp/legal/>. Your continued use of Your Account or the Services after Company posts a new version of the Agreement will be conclusively deemed to be acceptance by You of any such new version.
 13. **MISCELLANEOUS.**
 - 13.1. **Governing Law; Jurisdiction; Forum; Attorneys' Fees.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought exclusively in any court of competent jurisdiction located in Washington. In any action to enforce this Agreement, including, without limitation, any action by Company for the recovery of **fees due hereunder, You agree to pay Company's reasonable attorneys' fees and costs in connection with such action if Company prevails in such action.** You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.
 - 13.2. **Written Communications and Notice.** You accept that communication from Company may be electronic. Company may contact You by e-mail or provide You with information by posting notices on **Company's website or to Your Account. You agree to receive all such communications in the English language.** You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Company provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from Company to You, online posting. Notices to You shall be written in English and may be addressed by Company to any e-mail address, postal address or facsimile number registered with Company, or through means of online posting through the Services. Notices to Company that are not expressly authorized by administrative control panel under this Agreement shall be written in English and mailed to Company.
 - 13.3. **Authority, Age and Capacity.** The individual accepting this Agreement on behalf of You represents and warrants that he/she has the authority to bind You to this Agreement. You hereby represent and warrant that each User has reached the older of (i) the age of **eighteen (18)** and (ii) **the age of majority in the User's jurisdiction**, and that You are not subject to a limitation on Your ability to enter into this Agreement.

- 13.4. Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.
- 13.5. Waiver. No waiver by either party of any breach by the other party of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.
- 13.6. Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. The parties acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach by You or Your Users of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.
- 13.7. No Assignment. No benefit or duty of You under this Agreement will, without the consent of Company, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Company may assign this Agreement without Your consent and without notice.
- 13.8. Fair Interpretation, Headings. This Agreement reflects terms that are mutually agreeable to the parties. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party based on draftsmanship of the Agreement or otherwise. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 13.9. Force Majeure. Except for monetary obligations, neither party shall be liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay is caused by **reason of Force Majeure Event**. **"Force Majeure Event" is any cause beyond a party's reasonable control or anticipation**, including, without limitation, acts of war, acts of god, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the Internet or other reason that is beyond a party's reasonable control or anticipation.
- 13.10. Survival. The preamble, "Definitions" and Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of this MSA will survive termination.
- 13.11. Independent Parties. Notwithstanding anything to the contrary herein, it is acknowledged, confirmed, and agreed that You shall be, and shall be deemed to be, an independent entity for all intents and purposes, including, without limitation, federal taxation. You shall pay all expenses in connection with performing Your obligations hereunder and shall not incur any indebtedness on behalf of Company in connection with such expenses. Neither party shall have or hold itself out as having any right, authority nor agency to act on behalf of the other party in any capacity or in any manner, except as be specifically authorized in this Agreement.
- 13.12. Third Party Beneficiaries. This Agreement, including any Order, constitutes the entire agreement for provision of the Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and Company with respect to the Services. You understand and agree that (i) Company and You may include, as the sole third party beneficiaries of this Agreement, the Company Parties, and (ii) in the event of any breach of this Agreement, including any Order, such Company Parties shall have all rights and remedies available to them as if they were parties to this Agreement, including claiming the benefit of Section 7 of this MSA.