

iboss, Inc.
End User License Agreement

1. **Access Rights.** Subject to the terms and conditions of this End User License Agreement (“Agreement”), iboss, Inc. (“Supplier” or “iboss”) hereby grants to Customer (“End User”), during the term of the applicable order for the Supplier services (the “Services”) between Verizon and End User (the “Order”), a non-exclusive right to access and use the Services set forth in the Order solely for End User’s internal business purposes and in accordance with the applicable User Documentation and Supplier’s Acceptable Use Policy located at www.iboss.com/acceptable-use-policy (as may be amended from time to time).
2. **Restrictions.** End User is responsible for all activities conducted under its user logins and for its users’ compliance with this Agreement. The rights granted to End User in this Agreement are subject to the following restrictions: (a) End User shall not license, sell, resell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Services or Supplier products (“Products”), or make the Services or Products available to any third party; (b) End User shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services or Products, except and only to the extent that such activity is expressly permitted by applicable law; (c) End User shall not access the Services or Products in order to build a similar or competitive product or service or extend term of the license granted hereunder; (d) except as expressly stated herein, no part of the Services or Products may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; (e) End User shall not interfere with, disrupt, alter, translate, or modify the Services or Products, or create an undue burden on the Services or networks or services connected to the Supplier Services; (f) End User shall not sublicense any of its rights under this Agreement or use or allow the use of the Services or Products for rental or in the operation of a service bureau or time-sharing arrangement; (g) End User shall not, and shall not allow or assist third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Services or Products without Supplier’s prior written approval, such approval to be withheld, delayed or conditioned in Supplier’s sole discretion; and (h) End User shall preserve all copyright and other proprietary rights notices in the Services and Products and all copies thereof.
3. **End User Obligations.** End User agrees to take all reasonable steps to safeguard the Services and Products and the login credentials related thereto to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution in any form is made. End User hereby acknowledges and agrees that the Services and Products contain valuable, confidential information and trade secrets and that unauthorized use and/or copying of same would be harmful to Supplier. End User shall hold in confidence, and shall not disclose (or permit or suffer its users to disclose) non-public information regarding features, functionality and performance of the Services or Products to any third party (“Confidential Information”). End User may use Confidential Information only for the purpose for which it was disclosed and, except as expressly permitted herein, shall not use or exploit such Confidential Information for its own benefit or the benefit of a third party. The foregoing confidentiality and non-use obligations shall be in addition to, and not in lieu of, any other confidentiality and non-use obligations set forth in this Agreement. End User hereby represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Services and Products and any other End User’s activities in connection with this Agreement.
4. **Hardware.** Supplier will ship to End User any hardware set forth in the Order. Parts for hardware may be new or refurbished. Spare parts may also be new or refurbished. Except as otherwise agreed, all hardware is leased and not purchased. Upon expiration or termination of this Agreement, End User must return hardware to Supplier within seventy-two (72) hours. Hardware returned after thirty (30) days of the expiration or termination date will not be accepted. End User shall be liable to, and agrees to pay Supplier for the cost of replacing or fixing hardware lost or returned damaged, as determined in Supplier’s sole discretion, or attempted to be returned after thirty (30) days.
5. **Updates.** Supplier may revise, update or upgrade any Services or Products at any time without prior notice to End User. If during the term of End User’s Services subscription, Supplier ceases to make available any Services or Products due to a discontinuance by Supplier of such Services or Products, Supplier will, through Verizon, provide a pro rata refund to End User for any prepaid fees paid by End User for the applicable Services or Products based on

the amount of time remaining in the applicable term. During the Term, Supplier may, in its sole discretion, provide End User with updates or upgrades. Supplier is not obligated to provide any updates or upgrades to the Services or Products. Any future release, update, or other addition to functionality of the Services or Products shall be subject to the terms of this Agreement, unless Supplier expressly states otherwise.

6. **Implementation Services.** Supplier provides certain implementation services (the “Implementation Services”) to enable and optimize the End User’s use of the Products and Services. Supplier agrees to employ commercially reasonable efforts to complete the deployment of the Products and Services within a specified period of time, however End User understands and agrees that such deployment might not be completed at the end of the Implementation Services engagement, and that additional Implementation Services, including purchased Implementation Services, may be required to complete the deployment. For any Implementation Services that Supplier provides to the End User, Supplier warrants that the Implementation Services will be performed in a professional and workmanlike manner and that Supplier has the required skills and experience to perform the Implementation Services. If End User believes that the foregoing warranty has been breached, End User must notify Verizon of the breach no later than thirty (30) days following the date the Implementation Services were provided, and provided that a breach has, in fact, occurred, Supplier will promptly correct or re-perform the Implementation Services on behalf of Verizon at its own expense.
7. **Ownership.** End User acknowledges and agrees that all right, title and interest in and to the Supplier Services and Products (excluding any End User Data (defined below)), including all modifications thereto and configurations thereof, and all of Supplier’s proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to End User by Supplier in providing the Services and Products and all derivatives thereof, are and shall remain Supplier’s or its licensors’. Supplier’s name, all Supplier logos, and the product names associated with the Services and Products are trademarks of Supplier or third parties, and no right or license is granted to End User to use them except as expressly set forth herein.
8. **End User Data.** End User retains all right, title and interest in and to the End User Data. End User hereby grants Supplier a non-exclusive, royalty-free, non-sublicensable (except as expressly permitted hereunder) and non-assignable (except as assigned as part of this Agreement) right and license to copy, modify, distribute, display and otherwise use the End User Data, (a) as necessary to make available the Services and as required by applicable law and/or (b) on an anonymized basis for Supplier’s internal business purposes, including to improve and maintain Supplier’s products and services. For purposes of this Agreement, the term “End User Data” means data or information of or related to End Users, including but not limited to data or information supplied by Verizon or an End User to Supplier in any report, Order or other communication related to the sale, establishment, billing, maintenance and/or use of the Products or Services, call detail information, Customer Proprietary Network Information or “CPNI” as defined in Section 222 of the Communications Act of 1996, as amended, Personal Information or “PII,” and private information of End Users and/or prospective End Users, and the respective employees, customers, or authorized users of such End Users and their affiliates.
9. **Export.** End User shall not export, re-export or import the Services or Products or any portion thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control or any other United States or foreign agency or authority.
10. **Disclaimers.** The Services and Products are provided to End User on an “as-is” basis. Additionally, Supplier and its licensors disclaim all express, implied or statutory warranties relating to the Services and Products, including but not limited to, merchantability, fitness for a particular purpose, title, and non- infringement. Supplier does not represent or warrant that the Services or Products or any networks, software, or systems used with such Services or Products will be free from vulnerability, intrusion, attack, or other damage.
11. **Indemnification.**
 - a. **By iboss.** iboss shall indemnify and hold End User and its employees, officers, and directors harmless from and against any and all liabilities, claims, causes of action and suits (collectively “Claims”) arising out of third-party Claims that the software included in the Services (“Licensed Software”) infringes or misappropriates such third party’s intellectual proprietary rights. iboss shall, at its expense, defend such Claims and pay damages finally awarded against End User, or paid by End User pursuant to an executed settlement agreement, in connection

therewith.

- b. **Exclusive Remedy.** If the Licensed Software becomes, or in iboss' opinion is likely to become, the subject of an infringement claim, iboss may, at its option and expense, in addition to its indemnity obligations in Section 11.a., above, either (a) procure for End User the right to continue exercising the rights licensed to End User in this Agreement, (b) replace or modify the Licensed Software so it becomes non-infringing, or (c) terminate this Agreement by written notice to End User and, through Verizon, promptly refund any prepaid amounts to End User. Notwithstanding the foregoing, iboss will have no obligation under this Section 11.b. or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, or distribution of the Licensed Software by End User, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by iboss, except such products, equipment software and data to which the parties mutually agree, (iii) any use, reproduction, or distribution of any release of the Licensed Software other than the most current release and the next most recent prior release of the Licensed Software if End User has been advised of the need to upgrade by iboss in order to protect against infringement, or (iv) any modification of the technology by any person other than iboss, if the infringement would not have occurred but for such modification. This Section 11.b states iboss' entire liability and End User's sole and exclusive remedy for End User infringement Claims.
 - c. **By End User.** End User shall indemnify, defend, and hold Supplier and its directors, officers, agents and employees harmless from and against any and all claims, damages, liabilities, judgments, costs, expenses (including legal costs and reasonable attorney fees) resulting from a claim, suit, action, or proceeding brought by any third party that arises out of or results from a claim (a) alleging that the End User Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, (b) arising out of End User's use of the Services or Products in breach of this Agreement, or (c) violation of any applicable law or regulations.
 - d. **Indemnification Procedures.** The indemnification obligations in this Section 11 shall be subject to the indemnified party: (i) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (ii) giving the indemnifying party exclusive control and authority over the defense and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (iii) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.
12. **Limitation of Liability.** To the maximum extent permitted by law, neither Supplier nor its licensors shall be responsible or liable to End User for any indirect, incidental, special, punitive, exemplary, or consequential damages including, but not limited to loss of revenues and loss of profits even if advised of the possibility of such damage. To the maximum extent permitted by law, Supplier's aggregate cumulative liability for any cause whatsoever hereunder shall not exceed the greater of fifty dollars (\$50.00) or the amount paid by End User for the Services and Products during the 12 months immediately prior to the date on which the incident occurred. The limitations set forth in this Section 12 will apply whether an action is in contract or tort and regardless of the theory of liability.
13. **Suspension.** In addition to exercising any other rights available to it under this Agreement or otherwise under law, Supplier may suspend End User's access to the Services if End User breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof.
14. **Privacy and Data Processing.** iboss' Privacy Policy (located at <https://www.iboss.com/terms/#privacy-policy>) ("Privacy Policy") explains how iboss treats personal data and protects individual privacy rights when customers use the Services. In using the Service, End User agrees that iboss may use such data according to the Privacy Policy. Additionally, to the extent that iboss will process on End User's behalf any Customer Personal Data (as defined in the iboss Data Processing Addendum ("Addendum")) that is subject to the GDPR (as defined in the Addendum), then the terms of the Addendum (located at <https://www.iboss.com/terms/#dpa>) shall apply and are hereby incorporated by reference.
15. **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles