



Reinvent Telecom – CoBranded Partner Terms of Service

1. General.

A. Applicability: These service provider Terms of Service (“General Terms”), along with the Reinvent Telecom Master Services Agreement (“MSA”), any applicable Service Schedule or Addendum, and any service order submitted in the Reinvent Partner Portal (“Service Order Form” or “SOF”), shall constitute the Agreement (“Agreement”) between Reinvent Telecom (“Reinvent”, “we”, or “us”) and the CoBranded Partner (“you” or “CoBranded Partner”), of Reinvent’s wholesale business communications services and any related products or services (“Services”). Reinvent may, at its sole discretion, with or without notice, modify, change, add to or omit any terms and conditions in this Agreement. Your continued use of Service after one (1) full billing cycle following notification of any such modification constitutes your acceptance of the modified Terms. Notification may occur through billing insert, Cobranding Partner newsletter, service guidance, email, or similar communication. You agree to be bound by these General Terms, the Reinvent Telecom Master CoBranded Partner Services Agreement and all terms and conditions incorporated by reference in these General Terms (collectively the “Agreement”).

B. Acceptable Use Policy: By using the Services provided by Reinvent, CoBranded Partner agrees to comply with and be bound by, and require any End-Users or other third parties using the Services via CoBranded Partner’s account to comply with and be bound by, Reinvent’s Acceptable Use Policy (“AUP”) and Privacy Policy, available at <https://www.reinventtelecom.com/cobrandedlegal>. Reinvent in its sole discretion may modify the AUP and Privacy Policy. Any modifications shall be effective immediately upon publishing.

2. Term. Unless otherwise specified in the MSA or applicable SOF, the term of this Agreement shall commence on the Effective Date, and, unless terminated earlier as set forth herein, will continue for a period of twenty-four (24) months (“Initial Term”). After the Initial Term, this Agreement shall automatically renew on a year-to-year basis (each a “Renewal Term”, and together with the Initial Term, the “Term”) until terminated by either Party upon at least one hundred and eighty (180) days’ prior written notice to the other Party. Notwithstanding the above Term, these General Terms shall remain in effect so long as Services continue to be provided under the Agreement or under any SOF.

3. CoBranded Partner Obligations.

A. Market the Products. CoBranded Partner shall use its best efforts to market, advertise, promote, and solicit the sale of the Services to prospective and existing End Users. CoBranded Partner and its staff shall conduct themselves in a professional manner and shall engage in no activities which reflect adversely on Reinvent or the Services. If CoBranded Partner becomes aware of any actual or potential claim against Reinvent by any person or entity, CoBranded Partner shall notify Reinvent immediately. CoBranded Partner shall forward to Reinvent (without deduction) any

amounts received from any End Users, with endorsements if necessary to provide Reinvent with the full benefit of such amounts.

- B. Costs and Expenses.** CoBranded Partner shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations hereunder.
 - C. General Cooperation.** To the extent not otherwise required herein, CoBranded Partner shall provide complete cooperation to Reinvent in order to assist Reinvent in maximizing Reinvent's success.
 - D. Licensing.** CoBranded Partner shall at its own expense remain in good standing and maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to its obligations hereunder.
 - E. Insurance.** CoBranded Partner shall obtain, and maintain throughout the term of this Agreement, commercially reasonable insurance with financially sound and reputable insurers consistent with its obligations under this Agreement. Upon Reinvent's request, CoBranded Partner shall provide Reinvent with a certificate of insurance from CoBranded Partner's insurer evidencing the insurance coverage specified hereunder.
 - F. Prohibited Acts.** Notwithstanding anything to the contrary in this Agreement, neither CoBranded Partner nor its staff shall directly or indirectly: (a) make any representations or warranties on behalf of Reinvent or with respect to the Services, except such as are expressly authorized by Reinvent or are set forth in Reinvent's literature or other promotional materials; (b) engage in any unfair, anti-competitive, misleading, or deceptive practices with respect to the Services, Reinvent, or any third party, including product disparagement and any trade libel of Reinvent or any third party; or (c) sell, market, advertise, promote, solicit the sale of, or offer to sell any Reinvent Services below Reinvent's Wholesale Pricing Schedule, as amended from time to time.
- 4. Reinvent Obligations.** Reinvent shall provide CoBranded Partner with any information and support about the Services that Reinvent, in its sole discretion, deems necessary or appropriate for CoBranded Partner to carry out its responsibilities hereunder. Reinvent shall provide CoBranded Partner with documentation, brochures, and other promotional materials that Reinvent, in its sole discretion, deems necessary or appropriate for the promotion and sale of the Services. Reinvent shall retain all rights, title, and interest in and to all promotional materials.

5. Confidentiality.

- A. Confidential Information:** "Confidential Information" shall mean any information or data disclosed by one Party or its affiliates ("Disclosing Party") to the other Party or its affiliates ("Receiving Party" or "Recipient") under or in contemplation of this Agreement, including the General Terms, or which the Receiving Party knows or reasonably ought to know is confidential, proprietary or trade secret information of the Disclosing Party. Confidential Information excludes any information or data that the Recipient can demonstrate: (i) is available to the public; (ii) becomes available to the public through no breach of this or any other agreements between the Parties; (iii) before its disclosure hereunder, was known by the Recipient without any obligation owing to the Disclosing Party (directly or indirectly) to hold it in confidence; (iv) is received from

a third party who does not owe any duty to the Disclosing Party (directly or indirectly) with respect to such information; (v) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; or (vi) is approved for release by written authorization of the Disclosing Party but only to the extent of such authorization and without any disassembly, reverse engineering, or similar undertaking by Recipient.

- B. Protection of Confidential Information:** Either Party may receive or have access to Confidential Information of the other. Each Party will cause its affiliates to comply with the obligations of this Section 5, and each Party agrees that it is responsible for its affiliates' compliance with this Section 5. Actions or omissions by a Party's affiliate, that if taken by said Party would constitute a breach of this Section 5, will be considered actions or omissions of said Party. The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient therefore, will: (i) use the Confidential Information only in connection with the Recipient's performance of its obligations or in exercising its rights under this Agreement; (ii) restrict disclosure of the Confidential Information to employees of the Recipient and affiliates with a "Need to Know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (iii) advise those employees who have access to the Confidential Information of their obligations with respect thereto; (iv) treat the Confidential Information with at least the same degree of care to avoid disclosure to any third party as is used by Recipient with respect to its own information of like importance which is to be kept secret; and (v) copy the Confidential Information only as necessary for those employees who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies. For the purposes of this Section 5 only, "employee" includes third parties retained by the Parties for temporary consultative, administrative, clerical, programming or related Services support.
- C. Permitted Disclosure:** If Recipient is required by law or regulation to disclose Confidential Information of the Disclosing Party, Recipient may do so, but only to the extent and for the purposes of such required disclosure, and only if the Recipient first promptly notifies the Disclosing Party of the need for such disclosure and allows the Disclosing Party a reasonable opportunity to seek an appropriate protective order.
- D. Return of Confidential Information:** The Parties agree to immediately (a) return to the Disclosing Party, upon demand, any Confidential Information furnished under the Agreement that is either received in or reduced to material form, and all copies thereof, or (b) certify the destruction of Confidential Information and copies thereof.
- E. Remedies:** The Parties acknowledge that money damages may not be a sufficient remedy and that in the event of an unauthorized disclosure or use of information in violation of this agreement, the non-breaching Party shall be entitled to seek specific performance and injunctive relief as remedies for such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. In addition, each Party shall be entitled to apply for such relief against the other Party without the necessity of posting bond. In the event of litigation arising out of the subject matter of this agreement, the prevailing Party shall be entitled to recover from the unsuccessful

Party reasonable attorneys' fees and related costs and expenses incurred as a result of such litigation.

6. **Intellectual Property.** CoBranded Partner acknowledges that it has no proprietary interest in the Services or derivatives thereof, including, but not limited to, the servers, software, or data used by Reinvent in the provision of the Services. All right, title and ownership to any software (both in object code and source code format), hardware or know-how which Reinvent licenses or develops to provide the Services is owned exclusively by Reinvent or its licensors. CoBranded Partner agrees not to, and not to allow others to, modify, copy, or reverse engineer the Services. Reinvent hereby grants to CoBranded Partner a non-exclusive, non-transferable, and non-sublicensable license to use Reinvent's trademarks during the term of this Agreement solely in connection with the marketing, promotion, advertising, and sale of the Services.
7. **Disclaimer of Warranty.** REINVENT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR ITS PROVISION OF THE SERVICES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. FURTHERMORE, REINVENT EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE. UNLESS SPECIFICALLY IDENTIFIED IN ANY SERVICE ORDER FORM, REINVENT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE AVAILABILITY OF THE SERVICES.
8. **Limitation of Liability.** IN NO EVENT WILL REINVENT BE LIABLE TO COBRANDED PARTNER FOR: (A) ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT REINVENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE AGGREGATE AMOUNT OF MARGIN PAYMENTS PAID TO COBRANDED PARTNER IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
9. **Indemnification.**
 - A. **CoBranded Partner Indemnification:** CoBranded Partner hereby agrees to indemnify, defend and hold harmless Reinvent, and its respective affiliates, subsidiaries, directors, officers, agents, suppliers, employees and assigns (collectively, "Indemnified Parties"), from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines costs, or expenses of whatever kind, including reasonable attorney's fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or relating to: (i) CoBranded Partner's negligence, willful misconduct, or breach of this Agreement, (ii) CoBranded Partner or CoBranded Partner's End-Users' use of the Services; (iii) the content of CoBranded Partner or CoBranded Partners' End-Users' data and/or any third party information used, maintained or

stored in connection with the Services (except for content solely created by Reinvent); (iv) CoBranded Partner or CoBranded Partner's End-Users' use of 911 or E911 services, including but not limited to CoBranded Partner's management of and data entry into the platform provided by Reinvent; (v) the breach or non-fulfillment by CoBranded Partner of any representation, covenant or warranty contained herein; (vi) a violation of any law by CoBranded Partner or any third party arising out of or relating to CoBranded Partner's actions; or (vii) the modification or unauthorized use by CoBranded Partner or CoBranded Partner's End-Users' or distribution of the Services or Reinvent's Intellectual Property.

- B. Reinvent Indemnification:** Subject to the limitations set forth in Section 8, Reinvent shall, during the Term of this Agreement, defend and indemnify, at its expense, any claim or suit brought against CoBranded Partner alleging that software infringes a U.S. trademark, patent or copyright and shall pay all costs and damages finally awarded, provided that Reinvent is given prompt written notice of such claim or suit and is given CoBranded Partner's reasonable assistance and the sole authority to defend or settle the claim. If use of the software under the terms of this Agreement is, or in Reinvent's opinion is likely to be enjoined due to the type of infringement specified above, then Reinvent will, at its sole option and expense obtain for CoBranded Partner the right to continue using the software or replace or modify the software so that it becomes non-infringing. Reinvent shall have no liability for actual or alleged infringement based upon the use of the software in combination with other products, devices or software not furnished by Reinvent, use not in compliance with Reinvent's specifications, or modifications made to the software if the claim or suit of infringement would not have occurred but for such combination or modifications of the software. Reinvent disclaims all other liability for patent, trade secret and copyright and other intellectual property rights infringement, including any incidental, special or consequential damages. With respect to any claims or actions relating to infringement of intellectual property rights, the remedies set forth in this Section 9 shall be the sole and exclusive remedies to which CoBranded Partner is entitled.

10. Reinvent's Right to Terminate. Reinvent may terminate this Agreement by providing written notice to CoBranded Partner:

- A.** For any reason or no reason, which termination shall become effective no less than thirty (30) days after delivery of the written notice;
- B.** If CoBranded Partner breaches any provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by CoBranded Partner within thirty (30) days after CoBranded Partner's receipt of written notice of such breach;
- C.** If CoBranded Partner becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or, pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consent to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; or

- D. If CoBranded Partner sells, transfers, or disposes of all or substantially all of its assets, or merges or consolidates with any other entity.

11. CoBranded Partner's Right to Terminate. CoBranded Partner may terminate this Agreement upon written notice to Reinvent:

- A. If Reinvent materially breaches any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, Reinvent fails to cure within sixty (60) days after Reinvent's receipt of written notice of such breach; or
- B. If Reinvent becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors, or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due.
- C. In the event that this Agreement is terminated pursuant to Section 10 or 11, Reinvent will contact End User and, in Reinvent's sole and absolute discretion, allow End User to: (i) continue as a Reinvent End User; (ii) transition to a different Reinvent CoBranded Partner; or (iii) terminate all Services and move to a new provider.

12. Unlawful Use. If we believe that you or your End-Users have used the Service for an unlawful purpose, we may forward the relevant communication and other information, including your identity or that of your End User, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding any such communications and information to these authorities. In addition, Reinvent may provide information in response to law enforcement requests, subpoenas, and court orders, to protect its rights and property, and in the case where failure to disclose the information may lead to imminent harm to the others.

13. Other / Miscellaneous

- A. **E911 Disclosure Requirements:** The CoBranded Partner agrees that prior to providing end-user clients with wholesale business communications service, CoBranded Partner will require the end-user client to sign an E911 Disclosure Addendum indicating the end-user client's acknowledgement that any E911 calling capability associated with Service:
 - i. may not be available during an electrical power outage affecting the Service location;
 - ii. will not be available if CoBranded Partner's broadband connection service has been disrupted and not restored;
 - iii. will not be available if Service has been discontinued for any reason, including CoBranded Partner nonpayment;
 - iv. may not be available at locations other than the location for which a Service address has been furnished to Reinvent;

- v. may not be available or may be routed to emergency personnel unable to respond, if CoBranded Partner has disabled or damaged Integrated Access Device or removed it to a location other than one for which a Service address has been provided to Reinvent; or
- vi. may be delayed or unavailable due to network congestion or other problems affecting the network.

- B. Call Monitoring for Troubleshooting:** CoBranded Partner consents that VoIP calls may be captured and monitored for troubleshooting purposes. A review of call-captures and recordings will be done only when requested on specific telephone numbers and only by authorized Reinvent technical staff for the purposes of identifying VoIP problems.
- C. CALEA:** Upon receiving notice of a Communications Assistance for Law Enforcement Act (CALEA) request or other lawful court order or subpoena related to any applicable Reinvent Service, Reinvent shall cooperate with the requesting agency as required by law. CoBranded Partner shall be responsible for notifying Reinvent of CALEA requests.
- D. CoBranded Partner Support:** Reinvent Telecom provides Tier 2 service and configuration support to the CoBranded Partner only. Reinvent Telecom does not provide direct service or support to CoBranded Partner's end-user clients. Standard support hours are Mon. – Fri. 7:00 AM to 8:00 PM EST. Afterhours support is provided via NOC technician on call.
- E. Scheduled Maintenance:** Scheduled maintenance of the Reinvent network will not normally result in service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, Reinvent will exercise commercially reasonable efforts to perform such scheduled maintenance during the non-peak hours of 10:00 p.m. until 4:00 a.m. MST Monday through Wednesday.
- F. Abuse and Fraud:** CoBranded Partner will not use Services or allow Services to be used: (i) for fraudulent, abusive, unlawful or destructive purposes including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of information, or (ii) in any manner that causes interference with Reinvent's or another's use of the Reinvent provided network. CoBranded Partner will cooperate promptly with Reinvent to prevent third parties from gaining unauthorized access to the Services via CoBranded Partner's facilities.
- G. Client Information:** CoBranded Partner agrees with the following described use of Subscriber Data and agrees to include in its end user sales agreement the following general terms and conditions governing use of End User's Subscriber Data:

"[End user] agrees that [CoBranded Partner Name] and Reinvent Telecom LLC may share End User Subscriber Data within its business operations (e.g. parent and affiliate companies) and with businesses acting on [CoBranded Partner Name's] behalf to deliver Services to [End User]. End User agrees that [CoBranded Partner Name] and Reinvent Telecom LLC shall have a limited right to use its Subscriber Data as necessary for [CoBranded Partner Name] to perform its obligations under this Agreement, including sharing Subscriber Data with any carrier possessing a Letter of Authorization from [End User]."

Subscriber Data means information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term does not include subscriber list information.

- H. Force Majeure:** Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event. A Force Majeure Event means any act, event or condition materially and adversely affecting the ability of a Party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming Party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the Party relying thereon, and the nonperforming Party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including without limitation: (i) an act of God, epidemic, landslide, lightening, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disobedience, sabotage, act of terrorism or similar occurrence; (iii) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a Party's obligations as contemplated by this Agreement; or (iv) adoption or change (including a change in interpretation, enforcement or permit requirement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.
- I. Laws, Regulations, Permits:** Each Party will comply, at its own expense, with all applicable federal, state, county, and local ordinances, regulations, and codes in performing its obligations hereunder. Each Party represents that it has or will obtain all consents, licenses, permits and certificates required to receive or perform the Services and to do business in the United States. If Reinvent reasonably believes that continued performance of the Services would cause Reinvent or CoBranded Partner to be in violation of any applicable law, statute, ordinance, court order or regulatory agency rules, Reinvent may cease performing the applicable Service(s) to the extent reasonably required to correct or avoid the violation.
- J. Advertising and Publicity; Non-Disparagement:** Except for materials already made public, neither Party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, without the other Party's prior written consent, not to be unreasonably withheld or delayed. During the Term of this Agreement and for a period of one (1) year thereafter, CoBranded Partner agrees to take no action which is intended, or would reasonably be expected, to: (a) harm Reinvent or its reputation, or (b) lead to unwanted or unfavorable publicity for Reinvent, including, without limitation, any actions on the Internet or any online forums, blogs, or social media posts, or any other similar online venues (hereinafter

“Online Forums”). In addition, CoBranded Partner may not setup or in any way administrate any Online Forums that relate, directly or indirectly, to Reinvent or any of Reinvent CoBranded Partners without the express prior written consent of Reinvent. Notwithstanding the foregoing, Reinvent may use CoBranded Partner’s name and trademarks in a list of customers, or in connection with written sales or promotional materials (which for the avoidance of doubt shall not include any Online Forums without the express prior written consent of CoBranded Partner). For any CoBranded Partner or entity with a direct relationship with Reinvent, Reinvent may place a “Powered by” and/or copyright notice, or similar footer at the bottom of any or all of our software screens. Subject to Section 7 either Party may make appropriate disclosures (including regarding this Agreement) pursuant to federal or state securities or other laws, or for the limited purpose of providing information to shareholders or investment analysts.

- K. HIPAA:** By providing services, Reinvent does not require or intend to access customer data including any confidential health related information of CoBranded Partner’s clients, which may include data that constitutes Protected Health Information (“PHI”). To the extent that any exposure to PHI is incidental to Reinvents provisioning of services and not meant for the purposes of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii) of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Rules”).
- L. Choice of Law:** Unless otherwise specified in the Master Services Agreement, this Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Nothing contained in this Agreement or any current or future schedules, attachments, exhibits, amendments, or addenda, or in any related agreement, exhibit, document, or undertaking, is intended to or shall be interpreted or construed as modifying, diminishing, impairing, waiving, or otherwise adversely affecting the sovereign immunity of Reinvent, the Salt River Pima-Maricopa Indian Community, or any of its other entities, enterprises, affiliates or subdivisions. Further, nothing in this Agreement, or in any related agreement, exhibit, document or undertaking, shall be construed as a consent to the jurisdiction of any state, federal, or municipal court.
- M. Assignment:** CoBranded Partner shall not assign any of its rights or delegate any of its obligations contained in this Agreement without Reinvent’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that CoBranded Partner may assign its rights or delegate its obligations without such consent and upon sixty (60) days prior written notice to Reinvent, to (a) one of its wholly owned Subsidiaries/Affiliates, or (b) an entity that acquires all or substantially all of the business or assets of CoBranded Partner to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any assignment of this Agreement shall be null and void unless the assignee assumes in writing all obligations, liabilities, and responsibilities under this Agreement for the acts and omissions of CoBranded Partner, known and unknown, and agrees in writing that the assignment shall not permit assignee to take any position or exercise any right not available to the CoBranded Partner.

- N. Relationship of Parties.** CoBranded Partner is an independent contractor and nothing herein creates a relationship of partnership, joint enterprise, employer and employee, fiduciary relationship, or principal and agent. Neither Party has the authority to bind, act on behalf of, or represent the other.
- O. Notices.** All notices under this Agreement shall be made in writing and shall be deemed duly given if delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service. All notices shall be addressed to the Parties at their respective addresses first set forth in the MSA (or to such other address that the receiving Party may designate from time to time in accordance with this section). Notices shall be effective on receipt.
- P. Severability and Modification.** If any provision of this Agreement is adjudged by a competent authority to be invalid, void or unenforceable under applicable law, such provision will be modified or eliminated to the minimum extent necessary to affect the intent of the Parties and the remainder of the provision and the Agreement will not be affected thereby and will continue in full force and effect.
- Q. Waiver of Default.** No waiver or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, waiver, or discharge is sought to be enforced. A delay or omission by either Party to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant.
- R. Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration (in whole or in part) shall survive any such termination or expiration and continue in full force and effect.
- S. Third Party Beneficiaries.** Unless expressly provided for otherwise, this Agreement shall not be deemed to create any rights in third parties, including End-Users, of a Party, or to create any obligations of a Party to third parties.
- T. Order of Precedence.** If there is any conflict or ambiguity between these General Terms and the MSA, the interpretation shall be resolved by giving precedence first to the MSA and second to these General Terms.
- U. Construction.** Each Party acknowledges that it has reviewed this Agreement and agrees that it is the Parties' intent that the Agreement will not be construed against either Party. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties with no presumption favoring or disfavoring any Party by virtue of authorship of any term.

- V. Entire Agreement.** This Agreement including all referenced documents, links and related orders or agreements, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements, oral or written, relating to the Service, which are of no further force or effect. This Agreement or any SOF may be modified only by a mutually executed amendment.

14. Reinvent Business Communications Services

- A. Service Description:** Reinvent provides a Cloud based Voice-Over-IP (VoIP) hosted telephone service which includes nationwide telephone service, PBX type calling features, unified communications, and other capabilities. Reinvent Services are available for CoBranded Partners to market and sell to End Users. End Users will connect to Reinvent's service using the industry-standard Session Initiation Protocol (SIP) and Reinvent will provide connectivity to the Public Switched Telephone Network (PSTN)
- B. Telephone Numbers (TNs).** Reinvent will provide End Users with the Telephone Numbers (TNs) or ported TNs ordered by End User and accepted by Reinvent. Reinvent will exercise commercially reasonable efforts to gain access to telephone number quantities to support the Services specified by the End User, but Reinvent does not guarantee telephone number availability.
- C. End User Premise Equipment ("CPE").** End User is required to purchase or provide, at its own expense, all hardware and software necessary for an End User to use the VoIP application to interoperate with Reinvent Business Communications Services and the Reinvent network. Reinvent does not provide, install, configure or maintain CPE, and CoBranded Partner agrees not to hold Reinvent liable for the configuration, management, or performance of, or any other issue related to, any CPE used for access to or the exchange of traffic in connection with the Services.
- D. Long Distance and Usage Based Services:** Reinvent will include unlimited 1+ outbound domestic US and Canada long distance calling subject to the limitations and usage requirements in these Terms and Conditions and the Acceptable Use Policy posted in the Reinvent Partner Portal.
- i. Charges for international long-distance calling will be billed at the then current service rates reflected in the Reinvent Partner Portal for International pricing.
 - ii. Directory Assistance (411 or NPA (XXX) 555-1212) will be charged at the then current service rates as reflected in the Reinvent Partner Portal.
 - iii. Toll Free Calling services will be billed at then-current service rates as provided in the Reinvent Partner Portal for Toll Free usage.

MAS Announcement and Firebar charges will be billed at then-current service rates as provided in the Reinvent Partner Portal for conference calling rates.

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