



Reinvent Telecom – End User Terms of Service

1. General.

- A. Applicability:** These service provider Terms of Service (“General Terms”), along with the Service Order Form (“SOF”) executed with Reinvent, and any applicable Service Schedule, Amendment, or Addendum, constitute the Agreement (“Agreement”) between Reinvent Telecom LLC (“Reinvent”, “we”, or “us”) and the end user (“you,” or “End User”) of Reinvent's communications services and any related products or services (“Services”). This Agreement governs both the Services and any other IP connection equipment used in conjunction with the Services as it applies to all lines on each Reinvent account. Reinvent may, in its sole discretion, modify, change, add to, or omit any General Terms in this Agreement. Your continued use of the Services 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, newsletter, service guidance, email, or similar communication. You agree to be bound by these General Terms, and all terms and conditions incorporated by reference in the General Terms (collectively “Agreement”).
- B. Acceptable Use Policy:** By using Reinvent Services, End User agrees to abide by, and require others using the Service via End User’s account, to abide by Reinvent’s Acceptable Use Policy (“AUP”) and Privacy Policy, available at <https://reinventtelecom.com/enduserlegal>. The AUP and Privacy Policy may be updated from time to time and revised versions are effective immediately upon posting, so you should consult this document regularly to see that your activities conform to the most recent version.

2. Term.

- A. Initial Term:** The initial term of this Agreement shall be indicated on each specific SOF (“Initial Term”) and shall begin on the date the Services are installed. At the end of the Initial Term of the Agreement, the Agreement will automatically renew on a year-to-year basis (each a “Renewal Term”, and together with the Initial Term, the “Term”), unless either Party expressly elects to renew the Agreement on a month-to-month basis by notifying the other Party in writing at least 30 days prior to the end of the then-current term. Either Party may elect not to renew this Agreement by providing the other Party with at least thirty (30) days’ written notice prior to the expiration of the Initial Term or any subsequent Renewal Term, in which event this Agreement shall automatically terminate upon expiration of the then-current term. Service rates may convert to the then-current annual or monthly rates unless a renewal agreement is executed. Notwithstanding the above Term, these General Terms shall remain in effect so long as Services continue to be provided under this Agreement or under any SOF.

- B. Relocations/Moves:** Reinvent, in its sole discretion, may allow the End User to move its Services to a new location during a Service Term without incurring termination liability charges, provided the End User maintains all Services for the duration of the Term.

3. Billing and Charges.

- A. Commencement of Billing:** Service charges apply when Reinvent completes provisioning of the Services, and the Services are available for use by the End User, unless otherwise stated in the SOF.
- B. Recurring Service Charges:** For any fixed service charge, Reinvent will invoice End User on a monthly basis in advance of the month in which the Services are provided. For any usage-based service charge, Reinvent will invoice End User on a monthly basis in arrears.
- C. Taxes:** Reinvent's rates do not include **taxes**. End User is responsible to pay all Federal, State, County and Local taxes including, but not limited to, sales, use, gross receipt, excise, property, and transaction taxes.
- D. Surcharges, Recovery and Administrative Fees:** Reinvent's rates for services do not include applicable surcharges by Federal, State, County or Local government entities including, but not limited to, Federal Universal Service Fund, TRS, and 911 surcharges. Reinvent may impose additional fees or charges on End User to recover amounts that Reinvent is required, or permitted by government or quasi- government authorities, to collect or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs for such charges or programs including but not limited to billing fees, compensation to pay phone providers, Mobile Termination charges, and charges assessed to Reinvent for terminating US and International calls (e.g. "Regulatory Compliance and Administration Fee"). The amount of these fees, charges, or surcharges may vary.
- E. Credit Card Payments:** End User must pay all amounts through automated bill payments by the due date listed on the End User's invoice. End User payments to Reinvent must be in the form of an electronic funds transfer (via wire transfer or ACH) or credit card. Reinvent will provide a billing portal where invoices can be viewed and paid, as there will not be any paper copy.
- F. Late Fees:** Reinvent may charge a late fee or take other action to compel payment of past due amounts, including suspension or termination of services, after notification to the End User. Services that are suspended or terminated for non-payment may be subject to a reconnection charge. Unless otherwise stated in the accompanying SOF, all past due amounts shall bear an interest rate of 1.5% per month beginning from the date first due until paid in full.
- G. Refunds & Disputed Invoice Charges:** Reinvent does not provide refunds for Services. End User may, within sixty (60) days of an invoice date, dispute a charge in good faith and withhold payment of that charge provided End User makes a timely payment of all undisputed charges and provides Reinvent with a written explanation of reasons for the End User's dispute of the charge(s). End User waives any disputes or credits that are not reported within this 60-day period. End User must

cooperate with Reinvent to promptly resolve any disputed charge. If Reinvent determines that the disputed charges are valid, Reinvent will notify End User and the amount in question shall be due and payable immediately. Reinvent may, in its sole discretion, waive disputed charges.

- H. Collections:** Reinvent may hire a third party to collect past due amounts. In addition to those amounts owing, End User shall be responsible for all costs, fees, and expenses associated with collecting any past due amounts, including without limitation, reasonable attorneys' fees. End User's liability for Reinvent's legal expenses and attorneys' fees, notwithstanding collection efforts, may be settled prior to an actual legal proceeding.
 - I. Price Changes:** In the event that changes to regulatory requirements or conditions increase Reinvent's costs of providing services, then Reinvent reserves the right upon thirty (30) days written notice to End User, to increase the price of any Service in an amount sufficient to recover its increased costs resulting from said changed regulatory requirements or conditions. In the alternative, Reinvent reserves the right to discontinue Services to End User upon thirty (30) days written notice if its costs of providing Service increase as a result of changes to regulatory requirements or conditions. If Reinvent increases any rate pursuant to this provision, then End User may discontinue the affected Services without payment of any Early Termination Charge, provided that End User provides Reinvent with not less than thirty (30) days written notice of its intent to discontinue the Service.
 - J. Early Termination Charges:** If End User terminates this Agreement for any reason at any time, except in accordance with Section 5, prior to the completion of the Initial Term or any applicable Renewal Term, End User agrees to pay to Reinvent an Early Termination Charge, which amount shall be due and payable in full immediately upon written demand by Reinvent. "Early Termination Charge" shall mean, for all Reinvent Services, products, and any third-party products and services invoiced by Reinvent, the aggregate amount equal to the product of eighty percent (80%) of the average of the three (3) most recent monthly recurring rates, multiplied by the number of months remaining in the term of the Agreement (pro-rated for any partial month remaining). If less than three (3) months are available, then eighty percent (80%) of the highest month's monthly recurring rate immediately prior to the early termination date shall be multiplied by the remaining months in the term of the Agreement. Early Termination Charges will be waived for an individual Service if the End User enters a new agreement with Reinvent for Services equal to or greater than one hundred percent (100%) of the remaining value of the individual Service under this Agreement. Notwithstanding the foregoing, either Party may terminate any SOF with a month-to-month term upon thirty (30) days' written notice to the other Party without incurring the Early Termination Charge.
4. **E911 DISCLOSURE FOR REINVENT UCaaS or HOSTED PBX USERS.** Reinvent provides access to emergency calling services, allowing users to access either basic 911 or Enhanced 911 (E911) service. Reinvent users using IP Desk Phones or Softphones can dial 911 directly from their IP Desk Phones or Softphone. When using Unified-Communications-as-a-Service ("UCaaS") or a hosted PBX phone system, emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using. The Federal Communications Commission ("FCC") requires that Reinvent, like all Voice Over Internet Protocol ("VoIP") service providers, inform its users of any differences between the E911

access capability available with Hosted PBX as compared to the E911 access capability available with traditional telephone service. (A copy of this FCC order is available at <https://www.fcc.gov/cgb/voip911order.pdf>). We ask that you carefully read this E911 Disclosure and understand how these differences affect your ability to access E911 services. Acceptance of these General Terms indicates: (1) you have read and understood this E911 Disclosure, (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using Hosted PBX, and (3) you understand that you must inform users of Hosted PBX that they may not be able to contact emergency services by dialing 9-1-1 using Hosted PBX under certain conditions including these below:

- i. may not be available during an electrical power outage affecting the Service location;
- ii. will not be available if End User's broadband connection service has been disrupted and not restored;
- iii. will not be available if Service has been discontinued for any reason, including End User 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 End User 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.

5. **Termination.**

A. Right to Terminate: Either Party may terminate this Agreement on written notice to the other Party in the event that the other Party breaches this Agreement and fails to cure such breach within thirty (30) days (within twenty four (24) hours past the payment due date in the event of a monetary breach) after written notice from the other Party. In addition to any other rights at law or in equity, Reinvent may immediately and without notice, suspend the delivery of Services and/or terminate this Agreement in the event that End User (i) fails to make payment when due; or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; or (iii) commits a breach of any of the terms of this Agreement (other than a breach of the payment obligations as addressed in (i) and (ii) above) and fails to remedy such breach within thirty (30) days after receipt of written notice thereof. In the event of any termination of this Agreement, End User shall pay Reinvent for all Services rendered through and including the date of termination. End User understands and agrees that any breach by End User of its obligations under this Agreement shall also be deemed a breach by End User of its obligations under any other agreements it has entered into with Reinvent and understands and agrees that such breach shall authorize Reinvent to immediately suspend performance under, and/or terminate, said agreements with End User for default if such breach(es) have not been cured within the time provided for in this Agreement. The following describe various acts and omissions that constitute breach of End User's obligations under this Agreement but is not an exhaustive list of such acts:

- i. End User fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, including making an payment as it becomes due, and such failure or violation is not cured within thirty (30) calendar days [24 hours for a payment] following receipt of a default notice (which may be in electronic form, such

- as email) from Reinvent; or
- ii. End User fails to maintain the licenses, approvals or other authorizations required for the proper conduct of its business;
- iii. End User uses the Services for any unlawful, unauthorized, or fraudulent purpose or in any materially abnormal manner; or
- iv. End User fails to activate Services by passing minutes of use within thirty (30) calendar days after notification by Reinvent that Services are available for activation (testing and turn-up of Services); or
- v. End User resells any Services or becomes a reseller of any Services provided under this Agreement; or
- vi. End User ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or admits in writing to its inability to pay its debts as they become due; or
- vii. End User is adjudicated bankrupt or insolvent; or
- viii. End User files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future voluntary petition in bankruptcy, is adjudicated bankrupt pursuant to a statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; or
- ix. End User consents or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or it or its shareholders shall take any action looking to its dissolution or liquidation; or
- x. End User fails to comply with applicable laws or regulations and End User's non-compliance prevents Reinvent's performance under the Agreement.

B. Effect of CoBranded Partner Termination: Reinvent engages and provides Services to cobranded partners ("CoBranded Partner") to re-market and sell to third parties such as End User. In the event that a Reinvent CoBranded Partner, which was engaged in the marketing and selling of Reinvent Services to End User, has a Master Services Agreement that is terminated for any reason during the Term of End User's Agreement with Reinvent, then Reinvent shall notify End User and allow End User to: (i) continue as a Reinvent End User, or (ii) transition to a different Reinvent CoBranded Partner.

6. Other/Miscellaneous.

A. Assignment: End User 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 End User 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 End User to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

B. Equipment Returns: If End User terminates this Agreement, all Reinvent equipment provided as part of the service offering shall be returned in good working condition. End User is responsible for all return shipping charges for any hardware returned to Reinvent for any reason, including situations in which hardware is covered under warranty.

- C. Not for Resale:** End User represents that it is not a reseller of any telecommunications services provided under this Agreement and it is not entitled to any reseller discounts under any laws.
- D. End User's Installation Responsibilities:** End User will reasonably cooperate with Reinvent to provision and install Services. Reinvent may refuse to install Services if Reinvent determines, in its sole discretion, that any condition on End User's premises could be unsafe for any person or is likely to cause injury to any person. Additional End User responsibilities relating to a particular product or service may be required as defined in an applicable SOF or other documentation or communications from Reinvent.
- E. Fraudulent Use of Long Distance or Toll Services:** End User is responsible for all charges attributable to End User incurred by the Service including authorized or unauthorized charges placed by or through End User's equipment or software via any remote access features, or transferring capability or call forwarding, even when such calls are placed fraudulently. In the case of usage-based Services, End User is responsible for all usage charges even if incurred as the result of fraudulent or unauthorized use of Service; except that End User shall not be responsible for fraudulent or unauthorized use by Reinvent or its employees.
- F. Service Level Agreement (SLA) and Credits:** The Availability Service Level for Reinvent Service is 99.99%. The Reinvent Business Communications Service is considered unavailable if such Service is unable to send and receive calls for reasons other than a force majeure event. If the Reinvent Business Communications Service becomes unavailable for reasons other than a Force Majeure Event (as defined below), End User will be entitled to a service credit to be applied to the monthly recurring charges associated with the affected Reinvent Service based on the cumulative unavailability of the affected Reinvent Service in a given calendar month as set forth in the following table:

<u>Cumulative Unavailability</u>	<u>Service Level Credit</u>
15 Minutes to 2 Hours	1 Day
2 Hours to 4 Hours	2 Days
Each Additional 2 Hours	1 Day
Maximum Service Level Credit	30 Days

- G. Call Monitoring for Troubleshooting:** End User 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 purpose of identifying VoIP problems. End User consents to Reinvent listening to and/or recording calls between End User and Reinvent technical staff without notice to End User as permitted by applicable law.
- H. 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.

- I. 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 12:00 a.m. (midnight) until 4:00 a.m. Mountain Standard Time.
- J. Abuse and Fraud:** End User will not use Services or allow Services to be used: (1) for fraudulent, abusive, unlawful, or destructive purposes including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of information, or (2) in any manner that causes interference with Reinvent's or another's use of the Reinvent-provided network.
- K. 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, and 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: (A) an act of God, epidemic, landslide, lightening, earthquake, fire, explosion, storm, flood or similar occurrence; (B) 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; (C) 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 (D) 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. In the event Reinvent is unable to deliver Service because of a Force Majeure Event, End User shall not be obligated to pay Reinvent for the affected Services for so long as Reinvent is unable to deliver the affected Service.
- L. 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.
- M. Limitations of Liability:** NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL REINVENT BE LIABLE TO END USER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF, RELATING TO, OR IN

CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

- N. Indemnification:** End User will defend, indemnify, and hold harmless Reinvent and its affiliates, and their respective officers, directors, employees, and representatives from and against any and all third-party demands, claims suits, proceedings, losses, liabilities, damages, fees, costs and expenses (including without limitation, reasonable attorneys' fees and costs) (collectively "Claims") arising out of or resulting from End User's breach of any representation, warranty or covenant set forth in this Agreement; except to the extent that any such Claims directly result from Reinvent's intentional misconduct.
- O. Choice of Law:** This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict of law's 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.
- P. HIPAA:** By providing Services, Reinvent does not require or intend to access customer data including any confidential health related information of End User's clients, which may include data that constitutes Protected Health Information ("PHI"). To the extent that any exposure to PHI is incidental to Reinvent's 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").
- Q. Changes to Local Terms of Service or AUP:** Reinvent may amend, change, or withdraw the L Terms and Conditions or AUP, with such updated Local Terms of Service or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.
- R. 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.
- S. 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.

- T. Entire Agreement:** This Agreement, including all referenced documents, links and related orders or agreements, constitutes the entire Agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements.

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