



Service Agreement Terms and Conditions (“Agreement”)

1. SERVICES. Disaster Recovery Center, Inc. (“Company”), dba “Teleira”, will provide to Customer and Customer shall pay for the Services identified in the order acknowledgement issued by Company for the Services (the “Order”). All Orders shall be subject to this Agreement. Agreements or stipulations in any Order that are contrary to any term of this Agreement shall be void, unless Customer and Company have expressly agreed in a separate amendment, in writing, that such amendment shall supersede the terms of this Agreement.

The Services are provisioned by Company and/or through its applicable affiliates, subcontractors, and vendors. Company reserves the right to unilaterally amend any or all terms and conditions in response to regulatory changes beyond the control of Company that materially alter the feasibility or economics of the Services provided. “Services” shall include use of any Equipment provided and Equipment is subject to its original manufacturer warranty. All offers of Service may be subject to credit approval and may include Dun & Bradstreet reports and/or requesting Customer financial statements. The Services may also include Company products.

In many cases Company’s Services require Customer to subscribe to certain call transferring and forwarding services or features from their phone service provider(s). Any costs associated with installing, activating, or utilizing features of Customer’s phone service provider(s) or reprogramming Customer’s equipment to make it compatible with Company-provided Service will be the responsibility of Customer.

2. CHARGES. (a) Customer will pay all Charges (as defined in Section 3) as set forth in the Order. Charges do not include taxes, fees, or regulatory surcharges that may be assessed on the Services (“Taxes”), and Customer will be responsible for all such Taxes (excluding any taxes assessed on Company’s net income or property). As to any effective Order, Company will not increase any NRCs, MRCs or ARCs during the Service Term but may, upon notice to Customer, adjust any such NRC, MRC or ARC to Provider’s then-standard rate following the expiration of the Service Term.

3. PAYMENT. (a) Charges shall consist of one or more of the following: (i) non-recurring charges consisting of the one-time equipment charge (“NRC”), (ii) monthly recurring charges (“MRC”), or (iii) annual recurring charges (“ARC”), as well as usage charges (“Usage”). As applicable, one or more of the charges shall be defined collectively as “Charges”.

(b) Company will invoice Customer for all applicable Charges at the billing address specified in the Order, as follows:

1st Payment: Company shall invoice for the MRC/ARC (as applicable) and, in the case of Services requiring premise equipment and installation, Company shall also invoice Customer for 50% of the applicable NRC.

2nd Payment: Company will invoice Customer for the remaining 50% NRC.

(c) The 1st and 2nd Payments will be triggered pursuant to Section 4.

(d) Company shall invoice Customer for Usage at the rates set forth in the Order. Upon request by Customer, Company will supply additional equipment and Professional Services at the rates quoted by Company and accepted by Customer. "Professional Services" may include additional on-site visits, replacement, adjustment or repair of the premise equipment, equipment and tool rental, conduit installation/materials, additional programming, engineering, and expenses.

All invoices are due net 30 days from the date of the invoice. Amounts not paid when due will accrue interest at a rate of 1½% per month. Payments will be applied first to past due amounts and then to late charges. Customer shall reimburse Company for all reasonable costs and expenses, including but not limited to attorneys' fees and court costs.

If Customer disputes all or any portion of an invoice, it will notify Company of the dispute within 15 days of the date of the invoice and will include with such notice all applicable documentation supporting Customer's dispute. In the event of such a dispute, the parties will each designate an authorized representative to meet (in person or via telephone) and discuss the dispute in good faith within 15 days of the date Company receives the dispute notification from Customer. To the extent the dispute is resolved in Customer's favor, Company will credit the applicable amount on Customer's next invoice, and to the extent the dispute is resolved in favor of Company, Customer will deliver payment of the disputed amount (together with applicable interest) within 5 business days of the meeting. If Customer does not dispute an invoice within the timeframes and otherwise in accordance with this subsection, the invoice will be payable in full, and Customer will be deemed to have waived any right to dispute the invoice.

Company may, in its sole discretion, on the basis of a credit review or Customer's past payment history, require Customer at any time to provide a reasonable deposit or letter of credit as security for future payment. Customer will provide such security in the form and amount requested by Company within 10 business days of Company's request therefor.

4. INSTALLATION AND COMMISSIONING. It is Customer's responsibility to notify Company when it is ready for installation of the equipment and commissioning of the Services. To begin the installation, Company and Customer shall schedule a kickoff call to define the scope of the implementation of the Services ("Kickoff Call"). By the end of the business day of the Kickoff Call, Company will have set up the toll-free numbers included in the Services and assigned to Customer's account. Company will invoice Customer for the 1st Payment upon the earlier of the completion of the Kickoff Call or 30 days from the date of the Order.

After the Kickoff Call, Company shall deliver the TRIAD system to Customer. Customer will notify Company when it is ready for installation of the satellite equipment. Customer is responsible for providing all necessary and/or reasonably requested access rights, space, and power for installation and use of the Services. Once the satellite equipment is installed, Customer is responsible for coordinating with Company to connect TRIAD and to perform the test call(s). Upon a successful test call ("Test Call"), installation will be deemed completed. Company will invoice Customer for the 2nd Payment upon the earlier of completion of the successful Test Call or 30 days from the date of the satellite installation.

5. TERM & TERMINATION. The Term of this Agreement shall begin on the contract signature date and continue for the Term Agreement Length on the Order. The Term will automatically renew for one year at the end of the current term unless Customer provides 30 days' advance written notice to Company. Customer or Company may terminate this Agreement for Cause (defined below) if written notice specifying the Cause for termination and requesting correction is given to the other party and the cause is not corrected within 90 days. Written notice must be sent to billing@teleira.com. "Cause" is defined as any material breach by Company or Customer under this Agreement for a significant reason, including non-performance or inadequate performance, based upon prevailing industry standards. For payment of invoices, "Cause" shall mean Customer's failure to pay any invoice within thirty (30) days after the date of the invoice. If Company terminates this Agreement for Cause or Customer terminates this Agreement WITHOUT cause, Customer shall pay an early termination charge equal to 50% of the Recurring Charges multiplied by the number of months remaining in the Term.

Upon termination of this Agreement, Customer may be asked to return the TRIAD to Company if one has been provided. If applicable, the Company will notify the Customer and provide a shipping label at the Company's expense. Satellite equipment may be retained by Customer for a fee of \$300 which Company will pay to the satellite provider ("provider"). If Customer prefers, it has the option to box the equipment and return to the provider for no additional fee. Customer must notify Company of its choice, in order for Company to either invoice Customer for the \$300 fee or notify the provider to provide the appropriate packaging materials directly to Customer.

6. SERVICE SUSPENSION/MAINTENANCE. Company may, from time to time, suspend Services for routine maintenance. Whenever possible, Company will give Customer advance notification.

7. LIMITATION OF LIABILITY. Customer acknowledges that availability of Services shall be on a first-come, first-served basis and Company makes no representation or warranty with respect to the availability of Services at any particular time. Company shall not under any circumstance be liable to Customer for any lack of availability. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT OR LOSS OF COMPANY- PROVIDED PREMISE EQUIPMENT AFTER DELIVERY. In no event shall Company be liable for the acts, omissions, or delays imposed by third-party vendors insofar as Company has made reasonable efforts to obtain the necessary services on a timely basis. IN NO EVENT SHALL COMPANY BE LIABLE FOR THE ACTS, OMISSIONS, AND/OR DELAYS CAUSED BY THE INABILITY OF CUSTOMER'S TELEPHONE PROVIDER/CARRIER TO FORWARD/TRANSFER CALLS. Any COMPANY liability to Customer for damages of any kind under this Agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit. Remedies under this Agreement are exclusive and limited to those expressly described herein.

8. WARRANTY. Company offers this warranty coverage for products related to the Services that Company has sold directly to the applicable end user receiving the Services ("End User"). Warranties are not transferable and apply only to products purchased by End User directly from Company.

- (a) Hardware Warranty – Company warrants to End User that all hardware products sold by Company to End User will be free from defects in workmanship and materials under normal use during the Warranty Period specified below. If it appears that any product or part thereof contains a defect in materials or workmanship, and End User notifies Company in writing within the Warranty Period, Company shall, at End User's option, and as its sole and exclusive remedy, repair such defective product or part or deliver to End User an equivalent product or part to replace such defective item as long as the product or part thereof meets the published product specifications. Replaced or repaired components, subassemblies or units, and spares are warranted under the terms of this warranty for ninety (90) days or the balance of the original warranty period, whichever is longer.
- (b) Software Warranty - Company warrants to End User that its software programs licensed hereunder will perform in substantial conformance to the applicable program specifications during the Warranty Period specified below. Company

warrants the media containing the software against failure and that it is free from defects in materials and workmanship. It is acknowledged by Customer that software, in general, is not error-free and the parties agree that the existence of such minor errors does not mean it does not perform in substantial conformance to the applicable program specification. It is further acknowledged, that VoIP equipment in general is not one hundred (100%) percent secure and Company assumes no liability under this warranty for any damage suffered whether by End User or any end user because of encroachments or other activities by unauthorized parties. This warranty does not apply to damaged or defective products or parts when caused by improper use, abuse, incorrect installation, mismanagement, normal "wear and tear", faulty storage or by using the products outside the specifications detailed in manuals and documentation relating to the products, or outside the carrier's conditions of carriage or other handling stipulations.

- (c) Warranty Period. The Warranty Period shall be one year calculated from the date of purchase.
- (d) The foregoing warranties shall be void and of no force or effect if (i) the product is modified by any person other than an employee or subcontractor of Company, (ii) is installed, operated or maintained in any manner that is inconsistent with its intended purpose, (iii) the external housing is opened or tampered with, or (iv) the product is subject to any abuse, negligence or misuse, including without limitation physical or electrical abuse or stress, or exposure to water or fire.
- (e) TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY'S WARRANTIES HEREIN RUN ONLY TO END USER OF COMPANY. COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. COMPANY MAKES NO WARRANTY WHATSOEVER FOR ANY NON-STANDARD PRODUCTS SUPPLIED BY IT HEREUNDER.
- (f) After expiration of the applicable warranty, it will be the Customer's responsibility to pay for any equipment/product replacement, unless additional maintenance is purchased in the Services section of the Order. Satellite equipment shall be covered by the provider's terms and conditions of sale or lease and Company makes no warranties of any kind regarding the satellite equipment.

9. ASSIGNMENT. Customer may assign this Agreement with the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. Company may assign this Agreement to a purchaser of the Company or of a majority of its assets.

10. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

11. FORCE MAJEURE. If performance by Company of any obligation under this Agreement is prevented, restricted or interfered with by causes including without limitation, failure or malfunction of Customer-supplied equipment, acts of God, pandemic, epidemic, quarantine, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strikes, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Company shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference.

12. CONFIDENTIALITY. The parties acknowledge that they have or will exchange certain confidential information expressly designated or which should reasonably be known as "confidential" ("Confidential Information") and each party agrees that neither party will (a) use the other party's Confidential Information except for the purpose(s) for which it is disclosed or (b) disclose the other party's Confidential Information to any third party except (x) under an identical confidentiality restriction to the receiving party's employees or contractors who have a need to know Confidential Information in connection with the purposes for which it is disclosed or (y) when compelled by a court or other government agency (with as much advance notice to the disclosing party as reasonably possible).

13. DEFENSE AND INDEMNITY. Customer agrees to defend, indemnify and hold Company harmless from and against any damage, loss or expense, including attorney fees, costs, and costs of collection, arising from (i) Customer's breach of this Agreement, (ii) Customer's negligence or willful misconduct, (iii) damage to Company's (or satellite provider's) equipment or injury to persons related to the Services provided under this Agreement, except any loss, damage, or expense arising directly from the negligence of Company.

14. DEFAULT. (a) A party is in default of this Agreement if it breaches this Agreement or any Order and fails to cure such breach within 15 days of the other party's notice reasonably

specifying the breach. The non-defaulting party may terminate this Agreement and/or an affected Order upon written notice to the other party if the other party is then in default. (b) If Customer is in default of this Agreement, Company may, in addition to all other remedies available to Company, disconnect any or all of the Services pending Customer's cure of the default. (c) If Company properly terminates this Agreement or any affected Order for Customer's default, or if Customer terminates this Agreement for its convenience (other than for Company's default), all remaining Charges under all Orders (if the Agreement is terminated) or the applicable Order(s) (if only affected Order(s) are terminated) will accelerate and Customer shall pay Provider for 100% of the prorated amount due for the term to the date of termination as well as 50% of the amount due for the remainder of the term. These payments become immediately due and payable. (d) If Customer properly terminates this Agreement or any affected Order for Company's default, only the Charges accrued as of the date of termination will be due and payable.

15. ADDITIONAL PROVISIONS. The parties agree that a digitized (electronic) copy of the executed Agreement shall be the same as an original copy. In addition to any provisions that by their nature would survive, Section 6 shall survive termination, cancellation, or expiration of this Agreement.

16. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and all rights hereunder or related in any way hereto shall be governed and construed by the laws of the State of Utah and it is further agreed that venue and jurisdiction for any disputes, claims or damages shall reside solely within Utah.

17. ATTORNEYS' FEES AND COSTS. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals as well as costs of collection.