

SIP TERMS OF SERVICE

BEFORE USING THE SIP SERVICES, PLEASE READ THESE TERMS OF SERVICE (THESE “TERMS”). THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE WORK ORDER EXECUTED BY THE COMPANY IDENTIFIED AS THE “CUSTOMER” IN THE WORK ORDER (“CUSTOMER”). PURSUANT TO THESE TERMS, CUSTOMER SHALL HAVE THE RIGHT TO USE THE SIP SERVICES. THESE TERMS AND THE WORK ORDER TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND SHORETEL, INC., ITS AFFILIATES AND SUBSIDIARIES (“SHORETEL”) EFFECTIVE AS OF THE DATE OF CUSTOMER’S EXECUTION OF THE WORK ORDER. CUSTOMER IS ADVISED TO READ SECTION 10 CAREFULLY BEFORE USING THE SERVICE. THIS SECTION EXPLAINS THE OPERATION AND LIMITATIONS OF VOIP E911 EMERGENCY CALLS.

1. RESPONSIBILITIES.

1.1 ShoreTel Responsibilities. ShoreTel will, as applicable: (a) provide the SIP Services beginning on the date identified in each applicable Work Order; and (b) retain all Call Detail Record data for no less than 24 months during the term of these Terms.

1.2 ShoreTel Data Collection. The SIP Service may collect certain information that is generated by Customer’s use of the SIP Service, including performance metrics relating to the SIP Service, Call Detail Records and configuration settings (the “**ShoreTel Data**”). Customer consents to such collection of ShoreTel Data.

1.3 Customer Responsibilities. Customer will:

- (a) have suitable devices to be able to use the SIP Service;
- (b) not use the SIP Service for any inherently dangerous application, for an illegal activity, or for resale;
- (c) comply with all ShoreTel requirements, including but not limited to ShoreTel’s Acceptable Use Policy, located at <https://www.corvisa.com/legal/aup/> and incorporated herein by reference, and any other use guidelines contained in the applicable Service Schedule (“**Use Guidelines**”); and
- (d) manage the following with regard to traffic in its use of the SIP Services:
 - (i) manage the integrity of the traffic egressing the network;
 - (ii) screen and block calls destined to invalid single numbers, unassigned numbers, or numbers with invalid formats;
 - (iii) manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect ShoreTel’s network;
 - (iv) use the SIP Services only as intended and not attempt to bypass any security or restrictions within the SIP Services.

If Customer fails to comply with the requirements in Section 1.3(d), ShoreTel has the right (but not the obligation) to take protective action in order to protect ShoreTel’s egress network, including, without limitation, the temporary blocking of Customer’s traffic until the problem is resolved in ShoreTel’s reasonable discretion.

1.4 Compliance. Customer will remain in compliance at all times with all requirements of laws and regulations applicable to Customer’s use of the SIP Service (collectively, the “**Regulations**”), including without limitation those requirements relating to:

- (a) the Telephone Consumer Protection Act (“**TCPA**”);
- (b) the Telemarketing and Consumer Fraud and Abuse Prevention Act;
- (c) all regulations of the Federal Communications Commission, including without limitation Title 47, Part 64, Subparts L and P of the Code of Federal Regulations, all orders, rules and guidance issued by the Federal

Trade Commission, including without limitation the Telemarketing Sales Rule, Title 16, Part 310 of the Code of Federal Regulations;

(d) and all other federal, state and local laws, regulations and guidance documents, including but not limited to those relating to export and import control, email and text spam, automated opt-out functions, pre-recorded messages, recording of telephone calls, Do Not Call lists, required call duration, call abandonment rates, auto-dialed calls, robocalls, customer proprietary network information (“CPNI”) and caller identification (“**caller ID**”) functions.

Customer will originate all of its communications through use of the SIP Services on the Internet utilizing TCP/IP as a transmission protocol (“**IP Originated Communications**”). Customer will notify ShoreTel in writing within 1 day of Customer’s discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH THE REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL COMMUNICATION ACTIVITIES.

1.5 Service Move Requirements. SIP Service(s) may not be moved from a contracted SIP Service address unless Customer provides ShoreTel written notice at least 10 days prior to the move. If Customer fails to properly notify ShoreTel, then ShoreTel, in its sole discretion, may immediately suspend any applicable SIP Service(s) until such time as ShoreTel processes an order initiated by Customer that specifies a new SIP Service address. Customer understands that continuation of the SIP Service with respect to any existing Numbers may be restricted by the location of the moved SIP Service.

1.6 Restrictions on Use of SIP Services. In order to manage the network, ShoreTel reserves the right to suspend or terminate the SIP Services or access to a specific Number and to charge a surcharge if Customer engages in the following activities:

- (a) call volume that is in excess of average network Usage;
- (b) an unusual volume of Short Duration Calls; or
- (c) posting or publishing a ShoreTel inbound local or toll-free Number (“TFN”) in a manner that may create an uncharacteristically high volume of inbound calls to that number within a short time frame or Short Duration Calls (for example, posting a Number for contest use or for a give-away).

If Customer wishes to use a Number in such a manner, Customer must notify ShoreTel in advance to make arrangements to do so and Customer will bear any additional charges associated with the provision of a Number for such purposes.

1.7 Management of Numbers. Customer must commence Usage of each Number requested within 90 days of delivery of the Number. ShoreTel reserves the right to turn off any unused Numbers on or after the 91st day from delivery. Customer may request a longer period of time to begin Usage of the Number, which ShoreTel may grant in its sole discretion.

2. FEES AND PAYMENT.

2.1 Payment. All fees and costs are due in U.S. dollars and payable 15 days from the date of the invoice, or as otherwise specified in the applicable Work Order or Statement of Work. Customer will notify ShoreTel in writing of its reasonable and good faith dispute to an invoice within 10 days of receipt of the invoice, providing a detailed description of the reasons for the objection, and paying the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Work Order or Statement of Work will bear interest at a rate equal to the lower of 1.5% per month or the maximum rate of interest under applicable law. All costs incurred for collection and bank charges, including attorney's fees, will be paid by Customer. Customer is responsible for all applicable taxes, shipping, and insurance fees levied on these Terms or the products and services provided hereunder. The fees and rates set forth in the applicable Work Order or Statement of Work are exclusive of expenses, including travel, living and meal expenses incurred by ShoreTel in furtherance of these Terms. ShoreTel shall make supporting documentation of travel and living expenses available to Customer upon written request.

2.2 Suspension of SIP Services. If Customer's account is overdue (excluding charges subject to a good faith dispute), in addition to any of its other rights or remedies, ShoreTel may suspend the SIP Service and Customer access thereto, without liability, until the overdue amounts are paid in full. Suspension will not relieve Customer of its obligation to pay the total fees owed hereunder.

2.3 Credit Approval and Deposits. ShoreTel reserves the right to conduct a credit check of Customer at any time. Customer hereby authorizes ShoreTel to obtain, and upon request shall assist ShoreTel in obtaining, information about Customer's financial condition from third parties, including without limitation banks and credit reporting agencies. Upon ShoreTel's request, Customer will make a deposit or provide other security for the payment of fees or any other charges, as specified by ShoreTel, (a) as a condition to ShoreTel's execution of any Work Order, or (b) in the event Customer fails to comply with the payment terms set forth herein, as a condition to ShoreTel's provision of any services or products hereunder. The deposit or other security will be held by ShoreTel as security for payment of fees hereunder. When the provision of services to Customer is properly terminated in accordance with these Terms, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded within 15 days of such termination. Customer understands that its failure to comply with any request made by ShoreTel under this Section shall constitute a material breach of these Terms. Customers may choose to pre-pay fees due and payable hereunder. Pre-pay Customers shall be required to make a deposit prior to commencement of services, in an amount to be determined by ShoreTel's finance team.

2.4 Credit Limit. Customer shall be subject to a credit limit as may be established by ShoreTel in its sole discretion. ShoreTel shall have the right to increase or decrease the credit limit by giving at least 10 calendar days' prior written notice to Customer. If, at any time, ShoreTel determines that the sum (the "**Accrued Liability**") of (a) total invoiced amounts which remain unpaid, plus (b) the unbilled but accrued usage of Customer, has exceeded the then-current credit limit, ShoreTel shall have the right to demand by written notice that Customer make an immediate payment to ShoreTel by electronic transfer (or such other method as agreed by the parties) of such amount required: (i) to reduce its aggregate Accrued Liability to less than the credit limit, and (ii) to ensure that the credit limit shall not be exceeded prior to the next invoice due date. Upon such demand, the demanded amount shall become immediately due and payable and Customer shall pay such amount within 24 hours of its receipt of such notice. If Customer fails to remit such payment when due, ShoreTel shall have the right without further notice and without liability to immediately suspend and/or terminate the services and/or these Terms.

3. **TERM; TERMINATION; CHANGES.**

3.1 Term of Agreement. Unless terminated earlier as permitted by these Terms and the applicable Work Order, these Terms continues until termination of the later of the last Subscription Term or completion of the SIP Services provided under a Work Order or Professional Services provided under any applicable Statement of Work. Subscription Terms shall automatically renew for additional periods equal to the length of the expiring Subscription Term or 1 year (whichever is shorter), unless either party gives the other written notice of non-renewal at least 30 days before the end of the then-current Subscription Term. The price for the SIP Services during any renewal Subscription Term shall be the same as that during the immediately prior term unless ShoreTel has given Customer written notice of a pricing increase at least 75 days before the end of the then-current Subscription Term, in which case the pricing increase shall be effective upon renewal and thereafter. Any pricing increase (excluding per minute telecommunication fees) shall not exceed 4% over the pricing for the relevant SIP Service and/or product in the immediately prior Subscription Term, unless the pricing in such prior term is designated in the Work Order as promotional or one-time. Professional Services fees are subject to annual adjustment in accordance with ShoreTel's then prevailing rates.

3.2 Termination for Cause. A party may terminate these Terms or any Work Order for cause: (a) 30 days following written notice to the other party of a material breach, provided such breach remains uncured; or (b) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, ShoreTel may terminate these Terms or any Work Order immediately if Customer violates any of the Use Guidelines.

3.3 Effect of Termination. Upon termination of these Terms or a Work Order, the parties will return or destroy any Confidential Information, as defined in Section 5.1, and cease use of all the SIP Service. Termination

will not relieve Customer of the obligation to pay any fees accrued or payable to ShoreTel prior to the effective date of termination. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

3.4 Regulatory and Legal Changes. If changes in Regulation materially affect delivery of the SIP Services, then the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after ShoreTel's notice requesting renegotiation, ShoreTel may, on a prospective basis after such 30 day period, pass any increased delivery costs on to Customer. In such an event, Customer may terminate the affected SIP Service by delivering written notice to ShoreTel within the 30 day period referenced herein.

4. **OWNERSHIP AND GRANT OF RIGHTS.**

4.1 ShoreTel Property. Title to and ownership of all intellectual property rights relating to the ShoreTel Property will at all times remain with ShoreTel, including all adaptations, modifications, derivative works, additions, or extensions, whether made by ShoreTel, Customer, or a third party.

4.2 Grant of License Rights. Subject to the terms of these Terms, during each Subscription Term, ShoreTel grants to Customer the limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the SIP Service identified in the applicable Work Order. All other rights are reserved by ShoreTel.

5. **CONFIDENTIAL INFORMATION.**

5.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secrets and other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"). Without limitation, the ShoreTel Data is ShoreTel Confidential Information. Information will not be considered to be Confidential Information to the extent that it (a) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party as evidenced by written records, (b) is or becomes publicly known through no wrongful act of Receiving Party, (c) is rightfully received by Receiving Party from a third party without restriction, or (d) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party as evidenced by written records. Receiving Party will not use or disclose Disclosing Party's Confidential Information except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information. Receiving Party shall nevertheless be entitled to retain: (i) archival copies of Confidential Information kept in accordance with its normal document retention and computer backup policies, provided that Receiving Party shall continue to protect the confidential nature of such information; and (ii) one copy in the office of its legal counsel, if applicable, for record purposes only.

5.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

5.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section 5, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. **WARRANTY DISCLAIMERS & MEAN OPINION SCORE.**

6.1 Transmissions. Communications and transactions conducted online may not be absolutely secure, that there may be system or Internet failure, or interruptions of service from third-party suppliers, that limit Customer's accessibility to or use of the SIP Service, and that on-line services are not guaranteed to be error-free or available at all times. By using the SIP Service, Customer accepts all responsibility and risk associated with the use of the SIP Service and communications via the Internet generally.

6.2 Disclaimer of All Other Warranties. OTHER THAN AS PROVIDED IN THESE TERMS, ALL SIP SERVICES, PROFESSIONAL SERVICES, AND ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED HEREUNDER, ARE PROVIDED

“AS IS.” THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND SHORETEL DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL, OR WRITTEN) RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SHORETEL OR A THIRD PARTY SOFTWARE, EQUIPMENT, OR HARDWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *SHORETEL MAKES NO REPRESENTATION OR WARRANTY REGARDING, WITHOUT LIMITATION, THE SECURITY, INTEGRITY, OR EFFICIENCY OF THE SIP SERVICE OR THAT THE SIP SERVICE WILL OPERATE WITHOUT INTERRUPTIONS OR ERRORS. SHORETEL MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER’S USE OF THE SIP SERVICE, PROFESSIONAL SERVICES, OR ANY SERVICE, WILL BE IN COMPLIANCE WITH EVERY APPLICABLE LAW OR REGULATION WITH WHICH CUSTOMER MAY BE REQUIRED TO COMPLY.*

7. LIMITATION OF LIABILITY.

7.1 Direct Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF SHORETEL UNDER THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID FOR SIP SERVICES UNDER THESE TERMS IN THE MONTH PRECEDING THE DATE THE CLAIM ARISES.

7.2 Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, COMPUTER FAILURE, OR OTHER BENEFITS) RELATED TO THESE TERMS, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY THEORY AT LAW OR IN EQUITY, EVEN IF THE NON-CLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

7.3 Limitation of Action. To the fullest extent permitted by applicable law, except for actions for nonpayment, violations of ShoreTel’s intellectual property rights, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than 2 years after the cause of action has accrued.

8. CUSTOMER REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that it is duly organized and validly exists in good standing under the laws of its state of incorporation, with the ability to enter into and perform its obligations under these Terms in accordance with its terms and conditions, including the terms and conditions in all Work Orders and associated Service Schedules, Statements of Work, and any other documents or requirements incorporated by reference.

9. INDEMNIFICATION.

9.1 Indemnification by Customer. Customer will indemnify, defend, and hold harmless ShoreTel, its affiliates, and its and their directors, officers, employees, and agents, against all costs, liabilities, losses, fines, and expenses (including, but not limited to, reasonable attorneys’ fees) arising from Customer’s use of the SIP Services, including, without limitation, any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an “**Action**”) relating to Customer’s (i) violation or alleged violation of any applicable law or Regulation; (ii) breach of Sections 1.3-1.6, 4, or 10; and/or (iii) violation or alleged violation of any contractual or other legal obligation to a third party. Customer will pay all costs, attorneys' fees, and damages incurred by ShoreTel in any Action, and any costs and damages agreed to in a monetary settlement of such Action.

9.2 Notification and Cooperation. ShoreTel will (a) notify Customer promptly in writing of the commencement of any Action, (b) give Customer sole control of the defense and any related settlement negotiations, and (c) cooperate with Customer in the defense, at Customer’s cost.

10. EMERGENCY SERVICE (E911 CALLING) & RESTRICTIONS.

10.1 E911 Terms. Provision and use of E911 Services from ShoreTel is subject to the terms of the Service Schedule – E911 Service attached to the Work Order.

10.2 DISCLAIMER AND LIMIT OF LIABILITY. SHORETEL’S VOICE SERVICE IS INTERNET BASED (E911). ACCORDINGLY, SHORETEL WILL NOT PROVIDE TRADITIONAL WIRELINE CARRIER BASED 911 SERVICES. NEITHER SHORETEL, NOR UNDERLYING CARRIER(S) PROVIDING TELECOMMUNICATIONS TO SHORETEL, NOR ANY OTHER

THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF CALLS FOR EMERGENCY SERVICES, OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, SHALL BE LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR RELATING TO THE PROVISION OF ANY AND ALL TYPES OF EMERGENCY SERVICES PROVIDED TO CUSTOMER. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS SHORETEL, ITS AFFILIATES AND SHORETEL'S UNDERLYING CARRIER(S) PROVIDING TELECOMMUNICATIONS TO SHORETEL FROM ANY CLAIM OR ACTION BY ANY CALLER PLACING AN EMERGENCY CALL, WITHOUT REGARD TO WHETHER THE CALLER IS AN AUTHORIZED USER, EMPLOYEE, CUSTOMER, OR FRANCHISEE OF CUSTOMER. SHORETEL SHALL NOT BE LIABLE FOR ANY INJURY ARISING OUT OF FAILURES TO ROUTE OR MISROUTING OF E911 CALLS, REGARDLESS OF WHETHER THE E911 CALL WAS DIALED CORRECTLY OR WAS ROUTED TO A PUBLIC SAFETY ANSWERING POINT OR AN OFFICIAL EMERGENCY OPERATOR. CUSTOMER HOLDS SHORETEL AND ITS SUBSIDIARIES AND AFFILIATES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, HARMLESS FROM ANY DAMAGES OR LIABILITIES ARISING FROM ANY SUCH INJURY. THESE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, OR ANY OTHER THEORY OF LIABILITY.

11. **DISPUTES; CHOICE OF LAW; VENUE.** If a dispute should arise, the parties agree to first attempt to resolve the dispute during a meeting between both parties' project representatives. If this meeting does not resolve the dispute, then the dispute will be submitted to the respective senior executive for the functional department of each party. The senior executives shall meet within 10 business days from the date the dispute was submitted to them. If the dispute remains unresolved after this meeting, either party shall have the right to commence any legal proceeding as permitted by law. These Terms will be interpreted and construed in accordance with the laws of the State of California and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be resolved in the State and Federal courts in Santa Clara County, California. Customer and ShoreTel hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding or counterclaim arising from or relating to these Terms.

12. **NETWORK REQUIREMENTS.**

12.1 **Equipment.** ShoreTel is not responsible in any way for third party products, such as equipment or hardware. However, Customer shall have the benefit of any third party warranties, service agreements, and infringement indemnities available to end users of the third party software and other third party products acquired from ShoreTel.

12.2 **Network Requirements.** Customer is responsible for providing all network requirements and site preparation necessary for operation of the SIP Service, including certain firewall, router, and hardware requirements, and shall bear sole liability for any expenses incurred thereby. ShoreTel can optionally provide Customer with the SIP Service over a direct connection through a dedicated voice circuit upon mutual written agreement. Customer must provide a compatible SIP gateway, PBX or appropriate firewall capable of routing SIP traffic accessible via a public IP with appropriate bandwidth for the required number of concurrent phone calls requested. ShoreTel will, upon request, perform a network verification service for Customer, at no cost, which will set forth the suggested network requirements. For avoidance of doubt, Customer's failure to perform network verification and/or failure to implement any necessary network changes prior to purchase of the SIP Service does not permit termination of these Terms or applicable Work Order(s).

13. **PROFESSIONAL SERVICES.**

13.1 **Professional Services.** Customer may purchase Professional Services through a Work Order and/or a Statement of Work. ShoreTel may utilize third parties in performing the Professional Services; however, ShoreTel will remain responsible for all work performed by such third parties. Each party shall assign a representative who is (a) principally responsible for overseeing and managing its performance under these Terms; and (b) authorized to issue to and receive communications from the other party in relation to the implementation process. The parties may substitute other persons in this position upon prior notice to the other party. Each party's representative shall dedicate such time as needed to perform that party's obligations in accordance with the Statement(s) of Work.

13.2 **Ownership.** Unless otherwise agreed to in writing by the parties in a Statement of Work, ShoreTel shall have the sole and exclusive right, title, and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge, or processes of the Professional Services and deliverables, whether or not developed for Customer. Customer shall be entitled to use such deliverables developed for Customer under the terms set forth in these Terms.

14. **GENERAL.**

14.1 **Independent Contractors.** ShoreTel and Customer are independent contractors and these Terms shall not establish any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise, or agency between them. Neither party has the authority to bind the other or incur obligations on the other's behalf without the other's prior written consent.

14.2 **Assignment.** These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party.

14.3 **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by overnight courier to that party at that party's address set forth below. Either party may change its address or person to be notified by giving written notice to the other party in a manner prescribed herein. A copy of all notices (other than routine operational communications) shall be sent to ShoreTel's Legal Department at Legal@ShoreTel.com.

14.4 **Use of Marks.** ShoreTel may identify Customer's Marks on ShoreTel customer lists and quarterly financial press releases without Customer's prior consent. Any other use by ShoreTel of Customer's name and/or logo shall require Customer's prior written consent.

14.5 **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable direct control.

14.6 **Modifications; Severability; Waiver.** These Terms may be modified only in writing, signed by the authorized representatives of each party. Any provision of these Terms that is held to be invalid, illegal, or unenforceable will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions will remain in full force and effect. The Uniform Computer Information Transaction Act (UCITA) shall not apply to these Terms. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right.

14.7 **Anti-Corruption.** Both parties expressly agree that (a) these Terms is the result of arms-length negotiations; (b) neither party has entered into these Terms with a corrupt motive to obtain or retain business or to secure an unfair business advantage; and (c) each shall fully comply at all times with all applicable anti-corruption laws including, but not limited to, the Foreign Corrupt Practices Act of 1977 of the U.S., as amended. Both parties represent that they have an anti-bribery policy in place and that they have not made and will not make or facilitate improper or illegal payments.

14.8 **Entire Agreement.** These Terms, together with the Service Schedules, Statement(s) or Work, and Work Order(s) and exhibits thereto, contains the entire agreement between ShoreTel and Customer with respect to the subject matter and supersedes all prior and contemporaneous understandings made by either party, and all pre-printed terms and conditions in any business form submitted by either party. Customer purchase orders may be submitted concurrently or later for funding and administrative purposes but terms and conditions contained therein shall have no force and effect. These Terms shall be interpreted in the following order of precedence in the event of a conflict: (i) Statement of Work, (ii) Service Schedule, (iii) Work Order, (iv) an exhibit to the Work Order, and (v) these Terms. These Terms shall not be construed in favor of or against either party on account of drafting.

14.9 **Counterparts.** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile or other electronic signatures are binding and have the same effect as a handwritten signature.

14.10 **Non-Exclusivity.** These Terms is not exclusive. Except as may be provided in any separate Work Order and/or terms and conditions with respect to Customer only, nothing in these Terms will prevent Customer or ShoreTel from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

14.11 **No Third Party Beneficiaries.** Except for ShoreTel's licensors and suppliers (in respect of Customer's use of the SIP Service and/or third party software, equipment, or hardware in which such licensors or suppliers have an interest), the parties do not intend to confer any benefit, or impose any obligation or duty under law or otherwise, direct or incidental, upon any third party, person, or entity not a party to these Terms.

15. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

15.1 **"Call Detail Record"** means the record of each call, including the Automatic Number Identification ("ANI"), Dialed Number Identification Service ("DNIS"), call start time, call end time, duration, and any other related information captured by ShoreTel at its discretion.

15.2 **"ShoreTel Property"** means the SIP Service, ShoreTel's Marks, Professional Services, ShoreTel's Confidential Information, all other information, materials or data provided by ShoreTel to Customer under these Terms, and all corresponding intellectual property rights.

15.3 **"Marks"** means any trademarks, services marks, and logos, whether registered or unregistered.

15.4 **"Number"** or **"TN"** means telephone number.

15.5 **"Professional Services"** may include any of the following: development, training, installation and implementation, or other consulting services, as requested by Customer and as may be set forth in a mutually agreed Statement of Work ("**Statement of Work**").

15.6 **"SIP Service"** means the session initiation protocol trunking service to be provided by ShoreTel, as set forth in a Work Order and any attached description of the SIP Service ("**Service Schedule**").

15.7 **"Subscription Term"** means the term of the SIP Service defined in a Work Order.

15.8 **"Usage"** means call traffic measured in units, usually in minutes or seconds.

15.9 **"Work Order"** means the form signed by Customer to purchase the SIP Service, Professional Services, and/or other services offered by ShoreTel.

/END/