

EPB MaX UC TERMS AND CONDITIONS

ACCEPTANCE OF THESE TERMS AND CONDITIONS

The Electric Power Board of Chattanooga ("EPB") is a reseller of the MaX Meeting services sold by Metaswitch Networks, Ltd. ("Metaswitch") that are branded as EPB MaX UC ("Services") and any equipment that is owned and provided by EPB ("EPB Equipment") in connection with the Services will be provided to the Customer as designated on a Sales Agreement. The Customer named on the Sales Agreement shall be the customer of record for the EPB bill (collectively "Customer", "you" or "your") and shall be solely responsible for complying with all the terms and conditions. The address on the Sales Agreement shall be the address of record ("Premises") and shall be the location(s) where EPB provides the Services and EPB Equipment to Customer. The agreement for a Customer's purchase and use of the Services and EPB Equipment shall consist of the Sales Agreements, these Terms and Conditions and the Max Meeting Terms and Conditions for Customers and the Metaswitch End User License Agreements which can be found at <https://www.metaswitch.com/legal/standard-terms-and-conditions> (collectively the "Agreement"). If Customer uses or otherwise accepts any Services or EPB Equipment, the Customer is accepting this Agreement and agrees to be bound by its terms. The Customer may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

ACCEPTABLE USE OF SERVICES

The Services and EPB Equipment provided to Customer shall only be used by the Customer for commercial, nonresidential use. Customer shall not: (i) make the Services and/or EPB Equipment available, nor permit the Services and/or EPB Equipment to be made available to one or more third parties; (ii) resell or transfer the Services or EPB Equipment to any other person for any purpose, or charge others to use the Services or EPB Equipment; (iii) use the Services in any manner that is contradictory to this Agreement or to EPB's Acceptable Use Policy; (iv) tamper with, disrupt, or "hack" the Services or EPB Equipment; (v) make use of the Services or EPB Equipment in any way that is inconsistent with their intended purpose.

It is Customer's responsibility to read and understand this Agreement, the Max Meeting Terms and Conditions for Customers, the Metaswitch End User License

Agreements, and all applicable terms and conditions and policies prior to accepting the Services and EPB Equipment. It is Customer's sole responsibility for ensuring that other users of the Services and EPB Equipment understand and comply with this Agreement.

UNAUTHORIZED USE OF THE SERVICES OR TAMPERING

Customer agrees not to use or assist any other person to use any unauthorized equipment or device to access or tamper with EPB's fiber optic network, the Services, or EPB Equipment for any purpose including, but not limited to, the unauthorized use and reception of the Services. EPB may terminate the Services and seek damages from Customer if you perform any action described above. The unauthorized use, access or tampering of the EPB fiber optic network, Services, or EPB Equipment may result in criminal prosecution.

SALES AGREEMENT

A Sales Agreement must be completed to initiate Services or for EPB Equipment to be provided. A Customer's request for Services and/or EPB Equipment shall be signed and submitted by Customer to EPB on an EPB designated Sales Agreement. A Sales Agreement shall become binding when signed by the Customer. When a Sales Agreement becomes binding these EPB MaX UC Terms and Conditions shall be deemed a part of the Sales Agreement and Customer shall be subject to this Agreement.

INSTALLATION AND ACCESS

Customer agrees that EPB, its employees, contractors, and agents may enter the Premises where the Services are provided and/or EPB Equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving, auditing, or removing any EPB Equipment, as necessary. EPB may charge an installation fee in order to provide the Services and EPB Equipment. Customer represents that you either own the Premises or have the proper rights and permissions from the Premises owner to grant EPB access to perform the activities specified above. Customer also agrees to allow access for the purpose of checking the operation and performance of the Services and EPB Equipment. Customer may always ask for proper identification anytime an EPB employee,

contractor, or agent requests entry to the Premises. If identification is not provided, please do not allow access to the Premises.

EPB OWNED EPB EQUIPMENT

All EPB Equipment that is issued and not sold to Customer by EPB which includes, but not limited to, devices, software, and hardware shall remain the property of EPB at all times and will not be deemed a fixture or in any way a part of the Premises. Customer expressly agrees that you will use the EPB Equipment exclusively for the Services. Customer agrees to be responsible for any loss, theft, or damage to the EPB Equipment. EPB may replace or remove any EPB Equipment, at EPB's discretion, at any time the Services are active or following the termination of the Services. Customer understands that if you make any addition to, removal of, or change to the EPB Equipment this may interrupt the Services. Customer may not sell, lease, abandon, or give away any EPB Equipment. The Services and EPB Equipment may only be used at the Premises unless expressly authorized by EPB. At Customer's request, EPB may relocate the EPB Equipment for a charge. Customer understands and acknowledges that if you attempt to install or use the Services or EPB Equipment at a location other than the Premises or as otherwise expressly authorized by EPB, the Services and EPB Equipment may fail to function or may function improperly.

CUSTOMER OWNED EQUIPMENT

EPB is not responsible for the maintenance, operation, service, repair, or replacement of any equipment owned by Customer that is connected to or used in conjunction with to the Services and EPB Equipment including, without limitation, televisions, computers, tablets, telephones, routers, or any other equipment you own. Customer agrees to allow EPB and its contractors to send software and application updates to your equipment and to configure your equipment when necessary to provide the Services, even if doing so changes, adds, or removes features or functionality or impacts the performance of such equipment. EPB makes no representation or warranty that any software or application installed or downloaded on Customer equipment does not contain a virus or other harmful software. It is Customer's sole responsibility to take appropriate precautions to protect your equipment from damage to its software, files, and data as a result of any such virus or other harmful software. Absent gross negligence or willful misconduct, EPB will not be responsible for any damage to Customer equipment arising from such activities. If Customer is not the owner of the equipment, you are responsible for obtaining any

necessary approval from the owner to allow EPB to access this equipment and to perform the activities listed above.

TERM

The term of these Terms and Conditions shall commence on the date the Sales Agreement was signed and these Terms and Conditions shall expire at the end of the stated term in the Sales Agreement ("Contract Term") or upon other termination as provided for in these Terms and Conditions. Upon the expiration of the Contract Term, these Terms and Conditions shall automatically renew on a month to month basis for as long as the Customer continues to receive Services or has EPB Equipment. EPB may change any prices for the Services and EPB Equipment as set forth in a Sales Agreement at any time these Terms and Conditions are renewing on a month to month basis and shall be effective upon thirty (30) days prior notice to the Customer. Customer will have thirty (30) days from the day of such notice to cancel the Services and EPB Equipment without a Termination Charge. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the change in pricing.

TERMINATION

Customer shall have the right to terminate a Sales Agreement or these Terms and Conditions, in whole or part, at any time during the Contract Term upon thirty (30) days prior written notice to EPB subject to the payment of all outstanding amounts due for the Services up to the date of termination, a Termination Charge, and the return of all EPB Equipment. The Termination Charge shall be fifty percent (50%) of the remaining monthly charges that would have been payable to EPB under the Sales Agreement if the Services and EPB Equipment would have been provided until the end of the Contract Term plus any installation charges or other charges that were waived by EPB ("Termination Charge"). A Customer may terminate the Services and Equipment without a Termination Charge at any time after the expiration of the Contract Term by providing EPB thirty (30) days prior notice of termination subject to the payment of all outstanding amounts due for the Services up to the date of termination. EPB may terminate any Sales Agreement or these Terms and Conditions if Customer is in breach of a payment obligation (including failure to pay a required deposit) for any undisputed charges. A party may terminate a Sales Agreement and these Terms and Conditions immediately, if the other party becomes insolvent, involved in liquidation or termination of its business, adjudicated bankrupt, or has been involved in an assignment for the benefit of its creditors. Customer agrees that upon termination,

Customer will immediately stop using the Services and return all EPB Equipment to EPB.

THIRD PARTY LICENSES

The Services and EPB Equipment require the use of third party licenses and are subject to end-user license agreements. Metaswitch maintains the end-user license agreements for the Services and are available at www.metaswitch.com/legal/standard-terms-and-conditions which may be updated from time to time by Metaswitch. All such licenses and agreements are incorporated herein by reference. Customer is granted a revocable, nonexclusive, nontransferable, limited license to use the third party licenses solely to the extent necessary to use the applicable Services and EPB Equipment and strictly in accordance with this Agreement. Customer agrees to comply with all end-user license agreements that accompany the Services and EPB Equipment or are otherwise applicable to your use of the Services. Customer may not claim title to, or any ownership interest in any third party license. Upon termination of the Services, all third party licenses and end-user license agreements shall terminate, Customer agrees to immediately stop using the Services, Customer agrees to return all EPB Equipment to EPB, and Customer agrees to return or destroy all property including, but not limited to, software and hardware received related to third party licenses and end-user license agreements.

CHANGES TO SERVICE TERMS AND CONDITIONS

Subject to applicable law, EPB has the right to change these Terms and Conditions and any applicable terms and conditions and policies at any time. EPB and Metaswitch may also change, add, or remove features or offerings contained in the Services including, but not limited to, changes in programming, functionality, equipment requirements, and any terms and conditions related to the Services. EPB shall provide notice of EPB changes by posting a revised EPB MaX UC Terms and Conditions ("Revised Terms") on EPB's website at www.epb.com. Notice may also be provided by mail to Customer's billing address, by email to your email address associated with your account, or by including notice in your bill for the Services. Customer agrees that by posting Revised Terms on EPB's website shall constitute sufficient and effective notice under these Terms and Conditions. Customer shall have thirty (30) calendar days from the date the Revised Terms are posted to provide EPB written notice that the Revised Terms are not acceptable and Customer may terminate a Sales Agreement and these Terms and Conditions without a Termination Charge. This shall be Customer's sole and exclusive remedy regarding EPB changes to this

Agreement. Metaswitch may change the MaX Meeting Terms and Conditions for Customers and the Metaswitch End User License Agreements at any time and it is the Customer's responsibility to periodically check for any changes to the MaX Meeting Terms and Conditions for Customers and the Metaswitch End User License Agreements by going to <https://www.metaswitch.com/legal/standard-terms-and-conditions>.

INTELLECTUAL PROPERTY

All intellectual property associated with the Services and EPB Equipment including, but not limited to, all content, firmware, software, trademarks, trade names, and service marks are owned by EPB, Metaswitch, its suppliers, or their licensors and nothing in these Terms and Conditions or the use of the Services or EPB Equipment shall grant Customer any right, title, license or any other interest in the intellectual property. Upon termination of the Services, Customer agrees to return to EPB or destroy all intellectual property in the possession of the Customer.

NO WARRANTIES

EPB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR THE EPB EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICES AND THE EPB EQUIPMENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE SERVICES ARE NOT FAIL-SAFE AND MAY BE DISRUPTED. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS IN WHICH AN ERROR OR INTERRUPTION COULD LEAD TO INJURY TO BUSINESS, PERSONS, PROPERTY, OR THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, EPB DOES NOT WARRANT THAT THE SERVICES AND EPB EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY AND PERFORMANCE, OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES OR EPB EQUIPMENT, IF ANY, BY EPB OR BY EPB'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EPB, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES,

AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR TO ANY USER OF THE SERVICES AND EQUIPMENT FOR LOSS OF PROFITS OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES AND EQUIPMENT PROVIDED BY EPB UNDER THIS AGREEMENT, OR THE DELIVERY OR FAILURE TO DELIVER THE SERVICES AND EQUIPMENT EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (i) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (ii) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (iii) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES AND EQUIPMENT; AND (iv) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT EPB SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO CUSTOMER OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES AND/OR EPB EQUIPMENT. IN THE EVENT THAT EPB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS FROM A COURT WITH JURISDICTION; EPB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO EPB FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

INDEMNITY

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS EPB FROM ALL LIABILITIES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE FROM (i) CUSTOMER'S USE OR MISUSE AND FROM ALL OTHER PERSONS WHO MAY USE OR MISUSE THE SERVICES AND EQUIPMENT; (ii) ANY VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER

INTELLECTUAL PROPERTY OF ANY THIRD PARTY FROM CUSTOMER'S USE OF THE SERVICES OR USE OF ANY EQUIPMENT IN CONJUNCTION WITH THE SERVICES; (iii) AND FROM CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT OR APPLICABLE POLICY. WHERE CUSTOMER IS OBLIGATED TO INDEMNIFY OR HOLD EPB HARMLESS ANYWHERE IN THIS AGREEMENT, THOSE OBLIGATIONS RUN NOT ONLY TO EPB, BUT ALSO TO ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS, AND SERVICE PROVIDERS.

MISCELLANEOUS

These Terms and Conditions and any other documents incorporated by reference constitutes the final, complete, and entire written agreement between EPB and Customer and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral. If any provision of these Terms and Conditions is held to be unenforceable, the unenforceable provision shall be replaced with a valid provision in accordance with applicable law and shall have substantially the same commercial effect as the unenforceable provision to reflect the original intentions of the parties, and the remainder of these Terms and Conditions shall remain in full force and effect. If EPB fails to insist upon or enforce strict performance of any provision of these Terms and Conditions, it shall not thereby waive any provision or right. Any waiver by EPB with respect to these Terms and Conditions shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of these Terms and Conditions. Any waiver of these Terms and Conditions shall only be valid if provided in writing. Neither the course of conduct between the parties nor trade practice shall modify these Terms and Conditions. These Terms and Conditions may not be assigned without the express written consent of EPB. EPB and Customer hereby certify that they are independent parties and nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between EPB and Customer, and neither party shall have the authority to bind the other party in any respect.

FORCE MAJEURE

Without affecting any other limitation on liability or disclaimer contained herein, EPB shall in no case be liable for any harm caused to Customer or to others or to your successors and assigns if the event or circumstance causing such harm is beyond EPB's reasonable control,

including, but not limited to, acts of God, fire, earthquake, flood, the elements or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions, insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies, disease, epidemics or pandemics; shortages or failure of equipment or supplies; unavailability of transportation; acts or omissions of third parties; or any other cause beyond EPB's reasonable control.

SURVIVAL

Certain obligations under these Terms and Conditions by their terms shall continue beyond termination of the Services including, but not limited to, provisions dealing with payment for the Services and EPB Equipment, access to the Premises, disclaimers of warranties, limitations of liability, and indemnity. The suspension, termination, expiration, or cancellation of the Services under these Terms and Conditions shall in no way affect the survival of such obligations.

ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to representations and warranties Customer made elsewhere in these Terms and Conditions, Customer also represents and warrants that: (i) you have provided EPB with information that is accurate, complete, and current, including, without limitation, your legal name, address, telephone number(s), email address(es), the number of devices on which or through the Services are being used, and payment information; (ii) you agree to immediately notify EPB if there is any change in the information that you have provided to EPB; (iii) you own or have a legal right to occupy the Premises; and (iv) that the Services and EPB Equipment shall not be used for any illegal purpose or in any way that may violate the law.