



PHONESUITE

MASTER SERVICES AGREEMENT

Hospitality Communications, UCaaS and Managed Services

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into by and between Phonesuite Unify LLC DBA Phonesuite Direct, a Colorado limited liability company with its principal mailing address [400 Liberty Park Ct, Flowood, MS 39232] ("Provider") and the hotel or lodging property that has electronically or otherwise signed or accepted this Agreement ("Customer"). Provider and Customer are each a "Party" and collectively the "Parties." This Agreement supersedes any previously agreed-upon terms between the Parties relating to the subject matter hereof.

RECITALS

WHEREAS, Customer owns, operates, or manages a hotel or lodging property (the "Property") and desires to engage Provider to deliver certain hospitality communications, hotel telephone-system, unified communications ("UCaaS"), and managed technology services for the Property as more fully described herein and in one or more Service Orders issued hereunder;

WHEREAS, Provider has invested in equipment, network capacity, software licenses, third-party agreements, training, and personnel allocated specifically to Customer in reliance on the full-term commitment set forth in this Agreement; and

WHEREAS, the Parties intend that the rates, charges, and economics of this Agreement reflect Customer's commitment to the full Initial Term and any Renewal Term, and that the Total Contract Value (as defined below) be payable in monthly installments over that Term;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Terms that are neither capitalized nor otherwise defined are to be construed in accordance with their customary usage in the telecommunications, hospitality-communications, and managed-IT-services industries.

1.1 "Business Day" means any day other than Saturday, Sunday, or a U.S. federal holiday.

1.2 "Billing Commencement Date" means, with respect to any Service Order, the date on which all components of the Services covered by that Service Order have been installed, activated, and made available for use by Customer (the "Final Service Activation Date"), and Provider commences invoicing the full monthly recurring Charges. The Billing Commencement Date is the date on which the Initial Term begins under Section 3.1. Provider may, in its sole discretion, commence pro-rated invoicing for individual Service components as they are activated prior to the Final Service Activation Date; such pro-rated invoicing does not advance the Billing Commencement Date or commence the Initial Term, both of which are tied to the Final Service Activation Date. Provider may pro-rate billing or align billing cycles to calendar months at Provider's discretion. The period between execution of the Service Order and the Billing Commencement Date is the "Implementation Period," during which Provider performs design, procurement, configuration, installation, testing, and cutover. The Implementation Period may extend up to twelve (12) months from execution of the Service Order, or longer where the Parties mutually agree in writing to a phased or extended deployment schedule that serves the legitimate interests of both Parties.

During the Implementation Period, Customer is responsible for non-recurring charges, setup fees, third-party costs, milestone payments, and installation labor as set forth in the Service Order, and is liable for any pro-rated MRC for Service components activated prior to the Billing Commencement Date.

1.3 "Charges" means all charges incurred by Customer for Services provided by Provider under this Agreement, including monthly recurring charges ("MRC"), non-recurring charges ("NRC"), usage-based charges, charges for Equipment, taxes, surcharges, and any other amounts that become due hereunder.

1.4 "Customer Data" means any data, information, or content submitted to, stored on, or processed by the Services by or on behalf of Customer, including Guest call detail records, voicemail, and PMS-related communications data.

1.5 "Equipment" means any hardware, devices, software, firmware, or other tangible or intangible property provided by Provider to Customer in connection with the Services, whether sold, leased, or loaned, including ConnectWare Hospitality, on-site media gateways, guest-room and administrative telephones, and related hospitality voice hardware.

1.6 "Event of Default" means any of the events described in Article 12.

1.7 "Guest" means a registered guest or other authorized occupant of a guest room at the Property.

1.8 "Installation" or "Install" means the furnishing of Services by Provider to Customer at a Site by the date specified in the applicable Service Order.

1.9 "Installation Date" means the date on which Provider is to complete Installation of Services at a given Site, as specified in the applicable Service Order. The Installation Date is the operational milestone that triggers the Billing Commencement Date; the two may coincide or, where the Service Order specifies otherwise, may differ.

1.10 "Managed PBX Services" means the managed support of the Property's ConnectWare Hospitality cloud PBX and hotel telephone system described in Exhibit B and any applicable Service Order, including remote monitoring of the platform and on-site gateways, software and firmware updates, configuration management, hospitality-feature administration, guest-room and administrative endpoint support, voice moves/adds/changes, help-desk support for the phone system, PMS-integration support, and related services. Managed PBX Services do not include management of Customer's general information-technology environment, computers, servers, business applications, or internet/network.

1.11 "Move" means a change of (i) Site or (ii) Point of Demarcation between Provider's network and Customer's facilities at a Site.

1.12 "Point of Demarcation" means the physical interface (such as a port, cross-connect, or mutually agreed jack) between Provider's network and Customer's facilities at a Site.

1.13 "Rates" means the rates for Services as set forth in the applicable Service Order or Exhibit.

1.14 "Regulatory Authority" means any federal, state, county, municipal, or other governmental body that lawfully exercises jurisdiction over any Service or any Party.

1.15 "Service Order" means any order form, quote, statement of work, Service Addition Order, purchase order, or other written or electronic instrument by which Customer orders Services or Equipment from Provider, whether executed at the time of this Agreement or thereafter, all of which are deemed governed by and incorporated into this Agreement.

1.16 "Services" means all services to be provided by Provider under this Agreement, including without limitation Voice Services and Managed PBX Services described in the Exhibits and any Service Order.

1.17 "Site" means each Customer or Provider location identified in a Service Order. For an engagement covering a single hotel, the Property is the Site.

1.18 "Specifications" means the Service performance specifications set forth in this Agreement, the applicable Exhibit, or the applicable Service Order.

1.19 "Term" has the meaning set forth in Section 3.1. The Term may be referred to as the "Price Lock" or "Price Lock Period" in a Service Order, Service Addition Order, Renewal Service Order, customer-facing marketing, sales materials, or invoices. "Price Lock" and "Term" are equivalent terms with identical meaning, scope, and legal effect; references to either include the other for all purposes of this Agreement.

1.20 "Third-Party Services" means telecommunications, internet, software, or other services provided by a Person other than Provider that serve to replace, supplement, or modify, or that are required as a condition to, the Services.

1.21 "Total Contract Value" means, as of any date of determination, the sum of (i) all MRC payable by Customer over the entire then-current Initial Term or Renewal Term, plus (ii) all NRC, installation fees, and other one-time charges that have accrued or are scheduled to accrue, plus (iii) all minimum-commitment or guaranteed usage amounts set forth in any Service Order, less any such amounts already paid in full.

1.22 "Voice Services" means the hosted voice, UCaaS, SIP trunking, cloud-hosted hotel PBX (Provider's ConnectWare Hospitality platform), guest-room and administrative voice, DIDs and toll-free numbers, E-911, PMS integration, and related hospitality-communications and telecommunications services described in Exhibit A and any applicable Service Order. Provider does not provide internet access, broadband, or data-transport services; Customer is responsible for providing and maintaining the internet connectivity required for the Services as set forth in Section 5.1.

1.23 "PBX" means the hotel telephone system serving the Property, provided through Provider's ConnectWare Hospitality platform — a fully redundant, cloud-hosted hospitality PBX — together with associated on-site media gateways and guest-room and administrative endpoints.

1.24 "PMS" means the property management system used by Customer at the Property with which the Services may be configured to integrate (for example, for check-in/check-out, room status, wake-up calls, message-waiting indication, guest-name display, and call posting to the guest folio).

1.25 "Property" means the hotel or lodging property owned, operated, or managed by Customer and identified in a Service Order, including its guest rooms, meeting and common areas, and administrative and back-of-house areas. Unless a Service Order specifies additional Sites, the Property is the Site for purposes of this Agreement.

2. SERVICES AND SERVICE ORDERS

2.1 Agreement to Provide Services

Provider shall furnish the Services to Customer in accordance with this Agreement, the applicable Exhibit, and each Service Order, and Customer shall pay all Charges as set forth herein.

2.2 Service Orders

Each Service Order is incorporated into and forms part of this Agreement. In the event of a conflict between this Agreement and a Service Order, this Agreement controls except where the Service Order expressly references the specific section of this Agreement that it intends to modify and is signed by an authorized representative of both Parties. Service Orders may add to, but shall not reduce, Customer's minimum commitments hereunder unless expressly stated. Additional services, users, devices, Sites, circuits, telephone numbers, or other Service quantities not already covered by an existing Service Order shall be documented as a new Service Order pursuant to Section 3.5, each of which establishes its own Initial Term independent of any other Service Order between the Parties.

Informal Requests; Two-Track Treatment. A request from Customer or any of its personnel (whether by support ticket, help-desk request, email, telephone call, instant message, or other informal communication) for additional services, users, devices, Sites, or quantities does *not*, by itself, constitute a Service Order, an amendment to a Service Order, or a binding commitment by Customer to a new Initial Term, **unless the request qualifies as an Informal Service Addition under Section 2.3 and the conditions of that Section are satisfied.** Requests that do not qualify under Section 2.3 — including without limitation requests that exceed the materiality thresholds in Section 2.3(b), requests for any category listed in Section 3.6 (new sites, SIP trunking capacity, or new service categories), or requests not originating from an Authorized Customer Contact — shall be treated as Customer's authorization for Provider to prepare and submit a formal Service Order or Service Addition Order to Customer for execution. If Provider, in its discretion and as a commercial accommodation, fulfills any non-qualifying request before Customer has executed the applicable Service Order or Service Addition Order, Customer shall remain liable for the resulting Charges (including pro-rated monthly fees from the date Provider begins providing the requested service), but the new Initial Term applicable to the added Services shall not commence until Customer has executed the applicable Service Order or Service Addition Order. Provider may, at any time and in its sole discretion, decline to continue providing such informally requested non-qualifying services until the corresponding Service Order or Service Addition Order has been executed.

2.3 Informal Service Additions; Acceptance by Performance

(a) Purpose. This Section 2.3 establishes a streamlined process by which Customer may request small, immaterial additions to existing Services without requiring execution of a separate Service Order or Service Addition Order, while preserving the term, payment, and other protections of this Agreement. By executing this Agreement, Customer expressly authorizes the mechanism set forth in this Section 2.3 and agrees that additions processed in accordance with it are fully binding on Customer.

(b) Definition; Materiality Thresholds. An "Informal Service Addition" means an addition of services, users, devices, licenses, or quantities that, at the time of the request, satisfies *all* of the following criteria: (i) the addition consists of **five (5) or fewer countable units** per request (seats, phones, devices, licenses, or similar items); (ii) the addition results in an MRC increase of **five hundred dollars (\$500.00) or less per month** per request; (iii) the addition does *not* involve any category listed in Section 3.6 (new sites or locations, SIP trunking, or new service categories); (iv) the request is in writing (which includes email, support ticket, or help-desk portal submission); and (v) the request originates from an Authorized Customer Contact. A request that fails any of these criteria is not an Informal Service Addition and is governed by the Two-Track Treatment paragraph of Section 2.2 above.

(c) Authorized Customer Contact. Customer shall designate one or more "Authorized Customer Contact(s)" in the applicable Service Order or by separate written notice to Provider's designated account

manager. Customer may update its Authorized Customer Contact list at any time by written notice (including email to Provider's account manager and accounting@phonesuite.com). Customer is solely responsible for keeping the designation current and for promptly notifying Provider when an Authorized Customer Contact no longer has authority to bind Customer. Provider may rely on the most recently designated Authorized Customer Contact(s) without independent verification of continuing authority.

(d) Provider Acknowledgment. Upon receipt of a written request that appears to qualify as an Informal Service Addition, Provider shall acknowledge the request in writing, which may take the form of an auto-generated ticket confirmation, ticket reply, email response, or similar electronic communication. Provider's acknowledgment confirms receipt and Provider's intent to process the request; it is not required to itemize per-unit pricing, term, or other commercial terms, which are reflected on the first invoice that includes the addition pursuant to Section 2.3(f). Provider may, in its sole discretion, decline to process any Informal Service Addition and instead require a formal Service Order or Service Addition Order.

(e) Term — Longest-Term Match. The Initial Term applicable to each Informal Service Addition shall be **the longest Initial Term length of any Service Order, Service Addition Order, or prior Informal Service Addition ever executed or accepted by Customer** (the "Longest-Term Match"), commencing on the Billing Commencement Date for the added units. For example, if Customer has previously executed a sixty (60) month Service Order, every Informal Service Addition for that Customer carries a sixty (60) month Initial Term commencing on its own Billing Commencement Date. The Longest-Term Match applies regardless of the remaining term of any other Service Order between the Parties, and the resulting Initial Term is independent of every other Service Order pursuant to Section 3.5. The Total Contract Value applicable to each Informal Service Addition is calculated under Section 1.21 using the Longest-Term Match length.

(f) Acceptance by Performance. Customer's payment of, or failure to dispute (within the applicable Dispute Window), the first invoice that reflects an Informal Service Addition (or any portion thereof) constitutes Customer's binding acceptance of: (i) the addition itself; (ii) the per-unit MRC as set forth in Provider's acknowledgment and reflected on the invoice; (iii) the resulting MRC increase; (iv) the Initial Term established under Section 2.3(e); (v) the corresponding Total Contract Value calculated under Section 1.21; and (vi) the application of all terms of this Agreement and any affected Service Order to the addition. Upon such acceptance, the Informal Service Addition becomes a separate and independent commitment under Section 3.5, with its own Initial Term, its own Total Contract Value, and its own application of the acceleration and remedy provisions in Sections 4.7, 4.8, and 12.4.

(g) Dispute Windows. Customer may dispute an Informal Service Addition by delivering written notice to Provider's account manager and to accounting@phonesuite.com within the following periods:

(i) Authorized Contact Dispute Window. Fifteen (15) calendar days from the date of the first invoice reflecting the addition, where the originating request was made by an Authorized Customer Contact.

(ii) Unauthorized Contact Dispute Window. Thirty (30) calendar days from the date of the first invoice reflecting the addition, where Customer notifies Provider in writing that the originating request did not come from an Authorized Customer Contact. Customer must include in such notice (A) the identity of the individual who submitted the request, (B) the reason that individual lacks authority, and (C) Customer's confirmation that the unauthorized individual's access (if any) to Customer's communications with Provider has been or will be terminated.

If Customer does not deliver a written dispute within the applicable Dispute Window, the Informal Service Addition shall be deemed accepted by Customer under Section 2.3(f), and Customer shall be bound for the full Initial Term established under Section 2.3(e), with the acceleration provisions of Sections 4.7 and 12.4 applying. Customer's failure to pay invoices for an undisputed Informal Service Addition constitutes a payment default under Section 12.1, regardless of any unstated objection. Disputes raised after the applicable Dispute Window are waived.

(h) Reasonable Verification of Authority. Provider shall make commercially reasonable efforts to verify that incoming requests originate from an Authorized Customer Contact, including by checking the requester's email domain or address against Customer's most recently designated list and following up on materially suspicious or anomalous requests. Provider has no obligation to investigate beyond reasonable verification, and Provider is not the guarantor of authority within Customer's organization. **Customer is solely responsible for managing the authority of its own personnel and for promptly notifying Provider of any unauthorized request or any change in the authority of any individual previously believed to be an Authorized Customer Contact.**

(i) No Course of Dealing for Material Adds. Provider's processing of any Informal Service Addition under this Section 2.3 shall not be construed as a course of dealing, custom, practice, implied covenant, or precedent entitling Customer to (i) similar treatment of any addition that exceeds the thresholds in Section 2.3(b), (ii) similar treatment of any addition in a category listed in Section 3.6, or (iii) any reduction or modification of the formal Service Order requirements under Sections 3.5 and 3.6. Material additions continue to require formal execution of a Service Order or Service Addition Order regardless of how many Informal Service Additions have previously been processed for Customer.

(j) Anti-Splitting; Aggregation. Customer shall not split, stage, or sequence requests in an effort to bring otherwise-material additions within the Informal Service Addition thresholds. Provider may, in its discretion, aggregate a series of related requests submitted by Customer within any thirty (30) day period and treat the aggregate as a single addition for purposes of the thresholds in Section 2.3(b). If the aggregated request would exceed the thresholds, Provider may require Customer to execute a formal Service Order or Service Addition Order covering the full aggregated scope before continuing to provide the requested services.

2.4 Installation

Provider shall use commercially reasonable efforts to complete Installation by the Installation Date stated in the Service Order; provided, however, that Installation timing may be affected by Third-Party Services, Customer readiness, or events outside Provider's reasonable control. Delay in Installation does not entitle Customer to terminate this Agreement, withhold payment, or reduce the Term.

2.5 Demarcation; Maintenance Responsibilities

Provider is responsible for the provision, operation, repair, and maintenance of all equipment, facilities, and services on Provider's side of the Point of Demarcation. Customer is solely responsible for the provision, operation, repair, and maintenance of all equipment, facilities, services, network wiring, electrical supply, environmental conditions, and physical security on Customer's side of the Point of Demarcation, including Customer-side cabling, guest-room and administrative inside wiring, LAN equipment, and end-user devices.

2.6 Site Access

Customer shall provide Provider, at no cost to Provider, reasonable access to each Site at all times necessary for Installation, maintenance, repair, monitoring, and Service delivery, including reasonable space, power, environmental conditions, rights-of-way, conduit, roof, telephone/equipment room, and equipment access. Where third-party consent is required for access (e.g., landlord, building management, or brand/franchise requirements), Customer shall obtain that consent at Customer's expense. Provider will provide reasonable advance notice when practicable, but emergency or unscheduled access may occur on shorter notice subject to Customer's reasonable security procedures and Guest-privacy considerations.

2.7 Equipment

Where Provider furnishes Equipment to Customer, the following apply:

- (a)** Title to and ownership of Provider-owned Equipment remains with Provider at all times, regardless of attachment to realty. Customer acquires no right, title, or interest in such Equipment and shall not encumber, modify, conceal identifiers on, or transfer such Equipment.
- (b)** Equipment shipments are F.O.B. Provider's designated facility. Risk of loss passes to Customer upon delivery to the commercial carrier (e.g., UPS and FedEx).
- (c)** Sold Equipment carries the applicable manufacturer's warranty (typically 12 months) and Provider passes through such warranties and disclaims any independent warranty. Customer must obtain Provider's prior written authorization before returning any Equipment.
- (d)** Provider is not responsible for Equipment that is lost, stolen, modified, abused, damaged by power events, exposed to water or excessive heat, or otherwise damaged by acts or omissions of Customer, its personnel, or Guests. Replacement of such Equipment is at Customer's expense.
- (e)** Within fifteen (15) days of termination or expiration of this Agreement, Customer shall, at Customer's expense, return all Provider-owned Equipment to Provider in good working order, normal wear and tear excepted. Equipment not returned within that period will be invoiced at Provider's then-current replacement cost, which Customer agrees to pay.

2.8 Telephone Numbers

Any telephone number, DID, toll-free number, or related identifier assigned to Customer in connection with Voice Services is leased and not sold. Provider may change, reassign, or recall any number to the extent required by Regulatory Authority, North American Numbering Plan administration, or operational necessity. Customer must use assigned numbers only with Provider-approved Equipment. Customer's right to port out numbers, the process and fees associated with porting, and Customer's continuing obligations after porting are addressed in Section 5.7.

2.9 Subcontractors

Provider may subcontract any portion of the Services, provided that Provider remains responsible for the performance of its subcontractors. Other common carriers, local exchange carriers, interexchange carriers, upstream voice / SIP carriers, wireless / LTE carriers, the Customer's internet service provider(s), PMS vendors, and brand/franchise-mandated vendors, whether or not affiliated with Provider, are not deemed subcontractors of Provider for purposes of this Agreement, and Provider makes no warranty regarding their services.

2.10 Acceptable Use; Prohibited Uses

Customer shall not use the Services, and shall not permit its personnel or Guests to use the Services, in any manner that (i) violates applicable law, (ii) infringes the rights of any third party, (iii) interferes with the network integrity or operations of Provider or any third party, (iv) generates spam, robocalls, autodialed calls in violation of the TCPA, or other unlawful traffic, (v) constitutes resale or sublicense of the Services or Equipment without Provider's prior written consent, or (vi) involves copying, reverse engineering, or unauthorized distribution of any software included with the Services. Any prohibited use is grounds for immediate suspension or termination of the affected Services, without prejudice to any other remedies of Provider, including Customer's continuing payment obligations under Section 4.7.

2.11 Customer Personnel; Account Security

Customer is solely responsible for all use of the Services by its personnel, contractors, Guests, and any other persons accessing the Services through Customer's accounts, whether or not authorized by Customer. Customer shall maintain the confidentiality of all passwords, credentials, multi-factor tokens, and access keys associated with the Services and shall notify Provider promptly of any unauthorized access or suspected breach. Customer accepts full liability for all activity occurring under Customer's accounts.

3. TERM

3.1 Initial Term

This Agreement begins on the Effective Date and continues until terminated as expressly permitted herein. The default initial term applicable to each Service Order (the "Initial Term") is sixty (60) months, commencing on the Billing Commencement Date for that Service Order, unless a different term length is explicitly stated in the applicable Service Order and signed by an authorized officer of Provider.

The Initial Term does not commence on the date this Agreement is signed, on the date the Service Order is signed, or on any other date during the Implementation Period preceding the Billing Commencement Date.

The Implementation Period may extend several months or longer depending on the scope of Services, the availability of Third-Party Services, Customer readiness, and other factors. During the Implementation Period, Customer is responsible for any non-recurring charges, setup fees, installation labor, third-party costs, and milestone payments specified in the Service Order, but the Initial Term commitment to monthly recurring Charges commences only upon the Billing Commencement Date. The Initial Term (whether the default sixty (60) months or any different length explicitly stated in a Service Order) is a material economic term of this Agreement, and the Rates set forth in each Service Order have been calculated in reliance on Customer's commitment to the full Initial Term.

3.2 Automatic Renewal

Each Service Order will automatically renew at the end of the Initial Term, and at the end of each Renewal Term, for additional successive periods equal in length to the Initial Term (each, a "Renewal Term"), at either Provider's then-current rates or the rates set forth in the original Service Order, as Provider may elect in its discretion at the start of the Renewal Term, and otherwise on the terms and conditions of this Agreement, up to a maximum of two (2) Renewal Terms. After the second Renewal Term, the Service Order will continue on a month-to-month basis until terminated by either Party upon thirty (30) days' prior written notice. "Term" means, collectively, the Initial Term and any Renewal Term(s) and any subsequent month-to-month continuation.

3.3 Notice of Non-Renewal

Either Party may prevent automatic renewal by delivering written notice of non-renewal to the other Party during the period beginning forty-five (45) days before the expiration of the then-current Term and ending thirty (30) days before such expiration (the “Non-Renewal Notice Window”). Notice of non-renewal must be delivered in accordance with Section 13.4 (Notices). Notice of non-renewal delivered before the Non-Renewal Notice Window (more than 45 days prior to expiration) or after the Non-Renewal Notice Window (fewer than 30 days prior to expiration) is ineffective, and the Service Order will renew for the next Renewal Term.

3.4 No Termination for Convenience

Customer has no right to terminate this Agreement or any Service Order for convenience, and Customer's commitment to pay the Total Contract Value for the Initial Term and any Renewal Term then in effect is irrevocable except as expressly permitted in this Agreement. Without limiting the foregoing, cessation of use of the Services, relocation, renovation, or temporary closure of the Property, sale of Customer's business, change in Customer's ownership or control, change in hotel brand or franchise affiliation, dissatisfaction with the Services, the availability of substitute services from another provider, or any similar circumstance does not relieve Customer of its payment obligations under this Agreement.

3.5 Service Additions; Independence of Service Orders

Each Service Order constitutes a separate and independent commitment, with its own Initial Term commencing on its own Billing Commencement Date.

Any addition of services, users, devices, servers, Sites, circuits, telephone numbers, locations, or other Service quantities not already covered by an existing Service Order shall be documented as a new Service Order or Service Addition Order, executed in accordance with Article 2 and Section 13.10, and shall not be added by amendment to or expansion of any existing Service Order. The new Service Order (or Service Addition Order) shall have its own Initial Term (the default sixty (60) months, unless explicitly stated otherwise in that Service Order pursuant to Section 3.1) commencing on the Billing Commencement Date for that new Service Order, regardless of the remaining term or renewal status of any other Service Order then in effect between the Parties. Customer's acceptance of a new Service Order or Service Addition Order under this Section 3.5 constitutes a new and separate Total Contract Value commitment under Section 4.6, to which the acceleration and remedies in Sections 4.7, 4.8, and 12.4 apply independently of any other Service Order.

Administrative changes that do not modify Service scope, pricing, or term — including without limitation updates to billing addresses, billing contacts, technical contacts, authorized signatories, or notification preferences — do not require a new Service Order and may be made by written notice from Customer to Provider's account manager.

3.6 Categories Requiring Mandatory New Service Orders

Without limiting Section 3.5, Customer expressly acknowledges that the following categories of additions or expansions must always be documented as a new Service Order or Service Addition Order with its own Initial Term commencing on its own Billing Commencement Date, and shall not, under any circumstances, be added by amendment, expansion, or extension of an existing Service Order:

(a) New Sites or Locations. Any addition of a Site, location, office, branch, additional property, tower, building, or premises not already covered by an existing Service Order, regardless of size, scope, or the remaining term of any other Service Order then in effect between the Parties.

(b) SIP Trunking and Voice Capacity Expansions. Any material addition of SIP trunk channels, voice trunk capacity, concurrent-call commitments, or wholesale minute commitments backed by Provider's

upstream voice carrier or Liquidity Coverage Ratio contracts. Customer's early termination of any such Service triggers, in addition to acceleration under Sections 4.7 and 4.8, Customer's obligation to reimburse Provider for any early-termination charges, contract-buyout fees, or similar amounts assessed against Provider by its upstream voice carrier(s) as a pass-through Charge.

(c) New Service Categories. Any addition of a Service category not previously provided to Customer (for example, the addition of Managed PBX Services where Customer previously received only Voice Services, or vice versa).

The categories enumerated in this Section 3.6 are not exclusive; Provider may, in its sole discretion, require a new Service Order for any addition under Section 3.5 not specifically enumerated in this Section 3.6. Each new Service Order required by this Section 3.6 creates an Initial Term and Total Contract Value commitment independent of any other Service Order between the Parties, to which the acceleration and remedies in Sections 4.7, 4.8, and 12.4 apply independently.

3.7 No Mid-Term Reductions in MRC

Reductions in user, device, server, seat, license, circuit, channel, bandwidth, telephone number, guest-room, or any other Service quantity counts during the Initial Term or any Renewal Term of an existing Service Order do not reduce the MRC for that Service Order unless and until the next Renewal Term begins, except where Provider, in accordance with Section 3.8, approves a Service Reduction Request in writing signed by an authorized officer of Provider.

This rule applies to all Services under this Agreement, including without limitation Voice Services and Managed PBX Services and any other Service category, and is not limited to any one Article of this Agreement. This Section 3.7 is a material economic term of this Agreement; the Rates set forth in each Service Order have been calculated in reliance on Customer's commitment not to reduce Service quantities or MRC during the Term.

3.8 Service Reduction Requests (Downturn Accommodations)

(a) General; Scope. Provider acknowledges that, from time to time, Customer may experience circumstances (such as reduced occupancy, seasonal contraction, financial hardship, renovation, divestiture, or business contraction) that prompt a request to reduce Service quantities mid-Term. While Customer has no contractual right to reduce Service quantities or MRC during the Initial Term or any Renewal Term, **Provider may, in its sole and absolute discretion, consider and approve a written Service Reduction Request ("SRR") submitted in accordance with this Section 3.8.** This Section 3.8 applies to all Services under this Agreement and is the exclusive means by which any mid-Term reduction in MRC may be effected. Informal requests, course of dealing, oral assurances, or accommodations granted to other customers shall not bind Provider or create any right of Customer to a reduction.

(b) Submission. Customer may submit an SRR by completing Provider's then-current Service Reduction Request Form and delivering it to Provider's designated account manager and to accounting@phonesuite.com, together with any supporting documentation Provider reasonably requests (which may include financial statements, occupancy or headcount reports, or evidence of business circumstances). An SRR is not deemed received until Provider acknowledges receipt in writing. Provider may decline to consider an SRR that is incomplete or unsupported.

(c) Threshold Conditions. Provider has no obligation to consider any SRR unless, at the time of submission and at the time of any approval: (i) Customer is not in default under this Agreement or any Service Order; (ii) Customer is current on all invoiced amounts; (iii) Customer is not subject to any pending insolvency,

bankruptcy, receivership, or assignment-for-benefit-of-creditors proceeding; (iv) the reduction does not violate Provider's underlying commitments to any third-party carrier, licensor, or vendor (including without limitation upstream voice / SIP carrier minimums, LTE / wireless backup commitments, and PMS-vendor commitments); and (v) Customer has held the affected Service for at least one hundred eighty (180) days under the applicable Service Order. Provider may waive any of these threshold conditions in its discretion without waiving any other rights or remedies it may have.

(d) Discretionary Disposition. Provider may, in its sole and absolute discretion, (i) approve the SRR in full, (ii) approve the SRR in part, (iii) approve the SRR subject to a Reduction Fee or other conditions, (iv) propose alternative accommodations (including but not limited to MRC deferral, contract extension at current rates, conversion of reduced Services into new Services, or a temporary suspension), or (v) deny the SRR. Provider shall use commercially reasonable efforts to respond to a complete SRR within fifteen (15) Business Days of receipt.

(e) Reduction Fee. As a condition of approving any SRR, Provider may assess a "Reduction Fee," consisting of: (i) for components without material third-party pass-through cost (e.g., margin-heavy Voice or managed-PBX seats), an amount up to fifty percent (50%) of the MRC for the reduced components multiplied by the number of months then remaining in the applicable Initial Term or Renewal Term; plus (ii) for components with material third-party pass-through cost (e.g., SIP trunks, upstream voice-carrier commitments, and LTE / wireless backup), Provider's actual pass-through early-termination charges, contract-buyout fees, and any other amounts assessed against Provider by its underlying carrier(s), licensor(s), or vendor(s). The Reduction Fee is payable by Customer in a lump sum at the time of execution of the Service Reduction Amendment, or, at Provider's discretion, amortized over the remaining Term. Provider may, in its discretion, waive or reduce all or part of the Reduction Fee for any individual SRR without creating any obligation or precedent regarding any other SRR.

(f) Execution by Service Reduction Amendment. An approved SRR becomes effective only upon execution by both Parties of a written Service Reduction Amendment that (i) identifies the specific Service Order being modified, (ii) identifies the specific components being reduced and the effective date, (iii) states the resulting MRC, (iv) states the Reduction Fee (if any) and payment terms, (v) confirms that all other terms of this Agreement and the affected Service Order remain in full force and effect, and (vi) is signed by an authorized officer of Provider (not solely by an account manager or sales representative) and an authorized representative of Customer. A Service Reduction Amendment is the sole exception to the rule in Section 3.5 that Service Orders may not be amended to reduce scope.

(g) No Precedent; No Course of Dealing; No Implied Covenant. *No prior approval of an SRR creates any precedent, course of dealing, contractual obligation, implied covenant, reasonable expectation, or any other right of Customer (or of any other customer of Provider) regarding the disposition of any other SRR.* Provider's evaluation of any SRR shall not be deemed to create an implied covenant of good faith and fair dealing to grant, consider in similar fashion, or treat consistently any other SRR. The discretion vested in Provider under this Section 3.8 is absolute, and Provider may approve some SRRs while denying others, including SRRs presenting substantively similar circumstances, without being required to provide any justification, comparison, or consistency.

(h) Effect of Denial. If Provider denies an SRR (in whole or in part), the affected Service Order remains in full force and effect, Customer's obligation to pay the full MRC continues unchanged, and Customer may not unilaterally cease using, paying for, or accepting the affected Services. Customer's remedies upon denial are limited to (i) continuing to perform under the affected Service Order, (ii) requesting

renegotiation at the next Non-Renewal Notice Window pursuant to Section 3.3, or (iii) submitting a new SRR with additional information. Any attempt by Customer to reduce MRC or Service quantities without an executed Service Reduction Amendment is a material breach of this Agreement and triggers the remedies set forth in Sections 12.1 and 12.4, including acceleration of the Total Contract Value under Section 4.7.

(i) Reductions Affecting Third-Party Underlying Commitments. For the avoidance of doubt, SRRs covering Services listed in Section 3.6 (new sites, SIP trunk capacity, and other underlying-commitment categories) are subject to additional scrutiny because Provider's ability to reduce its own underlying carrier, licensor, or vendor commitments is limited. Provider's denial of an SRR on the basis that the underlying commitment cannot be reduced is, by itself, sufficient grounds for denial and shall not be subject to challenge.

(j) Implementation. Provider maintains an internal Service Reduction Request Review Workflow that governs the operational handling of SRRs. The internal workflow is not a contractual document and does not create rights enforceable by Customer; it is referenced here solely to identify the operational discipline Provider applies in evaluating SRRs.

4. RATES, CHARGES, AND PAYMENT

4.1 Rates and Charges

Charges for Services are calculated in accordance with the Rates set forth in the applicable Service Order. Unless a Service Order states otherwise, Provider invoices Customer in advance for monthly recurring Charges and in arrears for usage-based Charges and non-recurring Charges. Provider may invoice on a centralized basis for multiple Sites.

4.2 Payment Terms

Customer shall pay each invoice in full, without setoff, deduction, or counterclaim, within ten (10) Business Days of the invoice date. Payment is to be made by ACH, wire transfer, or such other method as Provider may direct. Customer is responsible for all costs of collection, including reasonable attorneys' fees, expert fees, court costs, and arbitration fees.

4.3 Late Payment; Suspension

Overdue amounts bear a financing charge of the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted under applicable law, computed from the due date until paid. Provider may, in addition to any other remedy, suspend the Services upon twenty-four (24) hours' written notice if any undisputed amount remains unpaid past its due date. Suspension is a remedy available to Provider prior to the expiration of the cure period in Section 12.1(a); the suspension of Services pursuant to this Section 4.3 does not relieve Customer of its payment obligations, does not reduce the Term, and does not preclude Provider from pursuing any other remedy upon expiration of the cure period. Provider will use commercially reasonable efforts to maintain Guest-facing emergency (911) dialing capability during any suspension to the extent technically and legally required.

4.4 Taxes and Surcharges

Rates are stated exclusive of all taxes, surcharges, fees, and assessments imposed by any Regulatory Authority, including but not limited to federal Universal Service Fund contributions, state and local sales and use tax, gross

receipts tax, telecommunications relay service fees, 911/E-911 fees, regulatory recovery fees, franchise fees, and similar charges. All such taxes and surcharges are the responsibility of Customer and will be added to each invoice. If Customer claims exemption from any tax, Customer must furnish a valid exemption certificate for the relevant jurisdiction; failure to do so makes Customer liable for the tax.

4.5 Disputed Charges

Customer must dispute any invoice within thirty (30) days of the invoice date by written notice to Provider that identifies the specific Charge in dispute and the basis for the dispute. Customer waives the right to dispute any Charge not so disputed within that period. Customer shall pay all undisputed portions of an invoice when due. If a dispute is resolved in Customer's favor, Provider will issue a credit on a subsequent invoice.

4.6 Total Contract Value; Installment Nature

Customer acknowledges and agrees that the total fees payable under each Service Order (the Total Contract Value) constitute the agreed contract price for the Services to be provided during the Term, and that the monthly recurring Charges are installments of that Total Contract Value paid over the Term as a matter of cash-flow accommodation to Customer.

The Rates would not have been offered absent Customer's commitment to pay the full Total Contract Value over the Term. Provider has incurred and will continue to incur substantial up-front and ongoing costs in reliance on that commitment, including but not limited to equipment provisioning, network capacity allocation, third-party license fees, software subscriptions, carrier and circuit commitments, training, onboarding labor, and management overhead.

4.7 Acceleration on Early Termination by Customer or for Customer Default

If, prior to the natural expiration of the then-current Term, any of the following occurs (each, a "Customer Termination Event"): (i) Customer purports to terminate this Agreement or any Service Order for any reason other than a valid termination for cause pursuant to Section 12.5; (ii) Customer ceases to use, accept, or pay for the Services, or relocates, dissolves, sells, or otherwise discontinues the business unit or Property receiving the Services; (iii) Customer materially breaches this Agreement and fails to cure within the cure period set forth in Section 12.3; (iv) Provider terminates this Agreement or any Service Order following a Customer Event of Default under Section 12.1; or (v) Customer attempts to assign this Agreement in violation of Section 11.1 — then, in any such case, the entire unpaid balance of the Total Contract Value for the then-current Term shall, at Provider's sole option and upon written demand, become immediately due and payable in full as a single lump sum, together with all accrued and unpaid Charges, late fees, interest, taxes, surcharges, fees for early termination of any pass-through third-party services or licenses, and all costs of collection (including reasonable attorneys' fees, expert fees, and arbitration or court costs). Provider may exercise this acceleration right concurrently with, and not in lieu of, suspending or terminating the Services. Customer's obligation to pay the full Total Contract Value upon a Customer Termination Event is absolute and unconditional, is not subject to setoff, counterclaim, or any duty of Provider to mitigate, and survives termination of this Agreement for any reason. The Parties intend this acceleration to function as payment of the agreed contract price for Services that Customer committed to purchase over the full Term, and not as liquidated damages or a penalty. Customer expressly acknowledges that:

- (a) the Rates and economic terms of this Agreement reflect the full Term commitment;

(b) actual damages from Customer's early cessation are difficult or impractical to ascertain, including without limitation lost margin, unrecovered acquisition cost, allocated capacity, third-party commitments, and overhead;

(c) the accelerated amount is a reasonable measure of the agreed economic exchange and not a penalty; and

(d) Customer has had the opportunity to review this Section 4.7 with counsel of its choice.

Provider may also, at its option, retain any prepaid amounts, recover any installation, equipment, or other one-time charges that were waived or amortized over the Term, and pursue collection of all amounts owed.

4.8 Acceleration on Renewal Default

The acceleration mechanism in Section 4.7 applies to each Renewal Term as fully as it applies to the Initial Term. The Total Contract Value for a Renewal Term equals the sum of all MRC and minimum-commitment amounts scheduled to accrue during that Renewal Term at the rates in effect at the start of the Renewal Term.

4.9 Cumulative Remedies

The remedies in this Article 4 are cumulative and in addition to any other remedies available to Provider at law or in equity. Provider's right to accelerate the Total Contract Value does not waive Provider's right to recover any other Charges, damages, costs, or fees.

4.10 Additional Fees and Charges

The following additional fees may apply in connection with payment, billing, and collection of amounts owed under this Agreement. These fees are in addition to, and not in lieu of, any other Charges or remedies available to Provider.

(a) Credit Card Processing Fee. Customer payments made by credit card or commercial card are subject to a processing fee of up to five percent (5%) of the payment amount, which fee shall be disclosed at the time of payment processing. Customer may avoid this fee by paying via ACH, wire transfer, or check.

(b) Paper Billing Fee. Customers electing to receive paper invoices delivered by mail rather than electronic invoices delivered by email are subject to a paper billing fee of up to fifteen dollars (\$15.00) per invoice per month. The default delivery method is electronic invoicing at no additional charge.

(c) Returned Payment Fee. Customer payments returned, dishonored, or reversed for any reason (including without limitation insufficient funds, stopped payment, closed account, chargeback, or ACH return) are subject to a returned payment fee of fifty dollars (\$50.00) per returned payment, in addition to any other amounts owed by Customer and any fees Provider incurs from its financial institution as a result of the returned payment.

(d) Collection Fees. Customer remains liable for all reasonable costs of collection of overdue amounts, including reasonable attorneys' fees, expert fees, court costs, arbitration fees, and any commercially reasonable third-party collection-agency fees, in addition to the financing charges set forth in Section 4.3.

(e) Rate Updates. Provider may adjust the fee amounts set forth in this Section 4.10 from time to time by posting updated amounts at the MSA Posting Location under Section 13.5, subject to the modification procedure therein.

5. VOICE SERVICES

5.1 Scope

This Article 5 governs Voice Services, which for the Property may include hosted voice / UCaaS, the hotel PBX delivered through Provider's ConnectWare Hospitality cloud platform, SIP trunking, guest-room and administrative voice, front-desk console and attendant service, hospitality voicemail and auto-attendant, wake-up calling, call accounting, DIDs and toll-free numbers, PMS integration, and E-911 dialing. The specific Services, Sites, quantities, Rates, and Specifications are set forth in Exhibit A and the applicable Service Order. Any addition of Voice Services — including without limitation additional guest-room voice capacity, SIP trunk channels, telephone numbers, or service at a new Site — to an existing customer relationship is subject to Section 3.6 and must be documented as a new Service Order or Service Addition Order with its own new Initial Term.

Connectivity Prerequisite; Customer-Provided Internet. Provider does not sell, resell, or provide internet access, broadband, or data-transport services. The ConnectWare Hospitality cloud PBX and the other Voice Services require working internet connectivity to function. **Customer is solely responsible, at its own expense, for procuring and maintaining internet access of sufficient bandwidth, quality of service, and reliability — together with adequate electrical power and local-area-network infrastructure — to support the Voice Services, and for its relationship with its internet service provider(s).** The Customer's internet service, its ISP, and any wireless / LTE backup carrier are Third-Party Services; outages, degradation, latency, or packet loss on the Customer's internet or local network are excluded from Provider's SLA under Section 5.4 and do not relieve Customer of any payment obligation. Provider's recommended minimum connectivity specifications, if any, are set forth in the applicable Service Order.

5.2 Platform Availability SLA

Provider commits that its ConnectWare Hospitality cloud PBX platform will be available 99.9% of the time to process calls for endpoints that have working internet connectivity to the platform, measured over a calendar month at Provider's platform. Availability calculations exclude those events and circumstances enumerated in Section 5.4.

5.3 SLA Credits

If, in a given calendar month, Provider fails to meet the 99.9% platform availability SLA, and Customer reports the failure in writing to Provider within five (5) Business Days of the event, Customer may request, within thirty (30) days of the event, a service credit equal to one (1) hour's pro-rata share of the MRC for the affected Service for each hour of qualifying outage. Provider is the sole determiner, acting reasonably, of whether a qualifying outage occurred. SLA credits are capped at one (1) month's MRC for the affected Service per calendar month and are exclusive of taxes and surcharges. SLA credits are Customer's sole and exclusive remedy for platform unavailability.

5.4 SLA Exclusions; Third-Party Outages Are Not SLA Breaches

Provider has no SLA obligation, and no credit will issue, for outages, service interruptions, degradations, latency, or other Service issues caused by: scheduled maintenance; Force Majeure events; Third-Party Services (including without limitation the Customer's internet access and ISP, wholesale broadband or fiber circuits, cable modem service, fixed wireless or LTE backhaul, POTS lines, third-party-provided CPE, third-party transport carriers, third-party voice carriers, PMS vendors, or third-party software); Customer, end-user, or Guest misconduct or accident; Customer-provided internet, power, equipment, cabling, or environmental conditions; Customer delay or refusal to release a Service component for testing or repair; Customer's denial of access to a Site or Equipment; any period when a Service component is removed from service for

maintenance, replacement, or rearrangement at Customer's request; or any period during which Customer is in breach of this Agreement (including non-payment). SLA credits do not apply where Customer is entitled to another credit, refund, or remedy under this Agreement for the same event.

Customer-Provided Internet — Exclusion. Customer expressly acknowledges and agrees that Provider does not own, operate, or control the internet access, broadband, fiber, fixed wireless, or other data-transport services used to reach the Voice Services; those services are procured and maintained by Customer from its own internet service provider(s). **Outages, degradations, latency issues, packet loss, or interruptions caused by the Customer's internet, ISP, or local network are Third-Party Services for purposes of this Section 5.4 and are explicitly excluded from all Provider SLA obligations.** Provider has no obligation to pursue, and no responsibility for, any credit or remedy from the Customer's internet service provider, and Customer's obligation to pay all Charges continues notwithstanding any internet outage.

5.5 Use of Alternate Service

If Customer elects to use an alternate means of communication during a period of interruption, Customer is responsible for all charges of that alternate service, and Customer's obligation to pay the MRC for the affected Services continues, subject to any SLA credit issued under Section 5.3.

5.6 E-911 / 911; Kari's Law and RAY BAUM's Act (Hospitality)

Customer acknowledges that VoIP-based Services and hotel PBX voice do not function in the same manner as traditional 911 emergency dialing. The Services: (a) require electrical power; (b) require uninterrupted broadband internet access; (c) do not support 911 dialing if relocated outside the United States; (d) do not support 911 dialing during periods of suspension or termination; and (e) may not be supported on virtual numbers, toll-free numbers, certain add-on services, or where geographic availability is unavailable. The local PSAP receiving an E-911 call may not have a system that captures number or location information. Customer must register the physical location of each endpoint (including each guest room, meeting room, and administrative endpoint) with Provider and update such registration when an endpoint is moved.

Kari's Law — Direct 911 Dialing and On-Site Notification. Customer acknowledges that the hotel PBX and guest-room voice Services are subject to Kari's Law (47 U.S.C. § 623 and 47 C.F.R. § 9.16). The Services are configured to permit a caller at the Property — including a Guest in a guest room — to dial 911 directly without first dialing a prefix, access code, or additional digit. The Services are also configured to provide, where technically feasible, a contemporaneous notification of a 911 call to a central location at or for the Property (such as the front desk, security, or a designated on-site or off-site contact) that identifies (i) that a 911 call has been made, (ii) a callback number, and (iii) the dispatchable location or room from which the call was placed. Customer is responsible for identifying the personnel and location(s) that are to receive such notifications, for keeping that information current, and for ensuring that the front desk or designated recipient is staffed and able to act on the notification.

RAY BAUM's Act — Dispatchable Location. Customer acknowledges that the Services are subject to the dispatchable-location requirements of Section 506 of RAY BAUM's Act (47 C.F.R. § 9.16). Customer is responsible for providing and maintaining accurate dispatchable-location information for each guest room, common area, and administrative endpoint (including street address, and specific building, floor, wing, and room identifier), and for updating that information whenever endpoints are added, moved, or changed. Provider's ability to deliver accurate dispatchable location to the PSAP depends on the accuracy and currency of the information Customer provides and on Customer's compliance with the endpoint-registration and moves/adds/changes procedures in this Agreement.

Customer must inform every potential user at the Property — including through in-room notices to Guests where appropriate — of these limitations and shall display Provider's 911 notices conspicuously where required.

CUSTOMER HEREBY RELEASES, WAIVES, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM ALL CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO THE FAILURE OR LIMITATION OF 911 OR E-911 SERVICE THROUGH THE SERVICES, INCLUDING ANY FAILURE ARISING FROM INACCURATE OR OUTDATED DISPATCHABLE-LOCATION OR ENDPOINT-REGISTRATION INFORMATION PROVIDED OR MAINTAINED BY CUSTOMER. THIS INDEMNITY SUPPLEMENTS, AND DOES NOT LIMIT, ANY OTHER INDEMNIFICATION OR LIMITATION OF LIABILITY IN THIS AGREEMENT.

5.7 Number Porting; Account Closure Request; Continued Liability

Customer's Contractual Obligation to Complete Account Closure Before Initiating Port-Out. As a contractual matter (independent of any regulatory porting obligation), Customer shall not submit, authorize, or cause to be submitted on its behalf, any port-out request to a new carrier without first: (i) submitting to Provider a completed and signed Account Closure Request on Provider's then-current form, identifying the numbers to be ported and Customer's authorized signatory; (ii) paying in full all outstanding monthly recurring Charges, non-recurring Charges, taxes, surcharges, port-out administrative fees, and any other amounts owed under this Agreement; (iii) paying in full the Accelerated Amount under Sections 4.7 and 12.4 (the unpaid Total Contract Value for the then-current Initial Term or Renewal Term) if the port-out is being requested before the end of the then-current Initial Term or Renewal Term; (iv) paying all pass-through third-party carrier early-termination charges, contract-buyout fees, and similar amounts assessed against Provider by its underlying carrier(s) for the affected Services; and (v) completing such other reasonable administrative steps as Provider may require to close Customer's account. **Customer's submission of a port-out request without first satisfying these obligations is a material breach of this Agreement.**

(a) Cooperation with Valid Port Requests — FCC Compliance. Consistent with applicable FCC rules (including 47 CFR § 52.36 and successor regulations) and industry-standard local number portability procedures, Provider will cooperate with a valid port-out request submitted by a new carrier acting on Customer's behalf. Provider will not refuse to port a valid request based solely on the existence of unpaid Charges, the absence of a completed Account Closure Request, or any other contractual dispute between Provider and Customer; rather, Provider's remedies for Customer's breach are set forth in Sections 4.7, 5.7(d), 5.7(e), and 12.4 and operate independently of the technical porting process. Provider may, however, reject port requests that are incomplete, contain inaccurate information (including without limitation incorrect Billing Telephone Number, Customer Service Record mismatches, unauthorized signatories on the Letter of Authorization, or pending number changes), or that fail to comply with industry-standard port-out procedures, until such errors are corrected by the gaining carrier.

(b) Port-Out Administrative Fees. Provider may assess a port-out administrative fee of up to fifty dollars (\$50.00) per telephone number ported, plus any actual third-party costs incurred (including without limitation LRN charges and FOC processing fees). Such fees are in addition to, and not in lieu of, any other Charges owed.

(c) Documentation Required by the Gaining Carrier. Customer (or its new carrier acting as Customer's agent) must submit a properly completed Letter of Authorization (LOA) signed by an authorized representative of Customer, together with then-current Customer Service Record (CSR) information and

any additional documentation Provider reasonably requires to verify the authority of the requesting party and the accuracy of the port request.

(D) CONTINUED LIABILITY AFTER PORT. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE COMPLETION OF A NUMBER PORT-OUT DOES NOT TERMINATE THIS AGREEMENT OR ANY SERVICE ORDER, DOES NOT REDUCE THE TERM, AND DOES NOT EXTINGUISH OR REDUCE ANY OBLIGATION OF CUSTOMER TO PAY THE TOTAL CONTRACT VALUE, MONTHLY RECURRING CHARGES, THE ACCELERATED AMOUNT, PASS-THROUGH CARRIER EARLY-TERMINATION CHARGES, OR ANY OTHER AMOUNTS OWED UNDER THIS AGREEMENT. CUSTOMER REMAINS FULLY LIABLE FOR ALL SUCH AMOUNTS — INCLUDING THE ACCELERATED AMOUNT UNDER SECTIONS 4.7 AND 12.4 — REGARDLESS OF WHETHER OR WHEN CUSTOMER PORTS ITS NUMBERS TO ANOTHER CARRIER, AND REGARDLESS OF WHETHER CUSTOMER SUBMITTED AN ACCOUNT CLOSURE REQUEST BEFORE THE PORT. PROVIDER MAY, AFTER THE PORT, CONTINUE TO INVOICE CUSTOMER MONTHLY FOR THE ACCELERATED AMOUNT OR PURSUE COLLECTION IN A SINGLE DEMAND AT PROVIDER'S ELECTION.

(e) Discretionary Cooperation Beyond FCC Minimum. The FCC-mandated porting cooperation described in Section 5.7(a) is the minimum cooperation Provider is required to provide. Provider's additional cooperation — including without limitation expedited porting outside the FCC-mandated timeline, coordinated cutover scheduling, pre-port testing windows, parallel-running arrangements, voicemail box exports, call-recording exports, configuration documentation handoff, technician assistance to the gaining carrier or to a successor MSP, or any other transition assistance beyond the regulatory minimum — is provided in Provider's sole discretion and only where Customer is current on all amounts owed and has submitted a completed Account Closure Request. Where Customer is in payment default or has not submitted an Account Closure Request, Provider may decline all discretionary cooperation, and Customer's port will proceed only on the FCC-mandated regulatory timeline. Discretionary cooperation under this Section 5.7(e), if provided, is a Project under Section 6.6 and is billable at Provider's then-current hourly rates, payable in advance.

(f) Customer Data and Transition Cooperation. Customer is solely responsible for the migration of its own Customer Data, voicemail boxes, call recordings, auto-attendant scripts, guest-name and room directories, PMS configuration, contact directories, and similar Customer Data prior to termination. Provider has no obligation to retain Customer Data beyond thirty (30) days following termination as set forth in Section 6.5. Provider's assistance with data migration or documentation handoff to a successor managed service provider is discretionary cooperation under Section 5.7(e).

(g) Account Closure Request Form. Customer may request the then-current Account Closure Request form from Provider's account manager or by email to accounting@phonesuite.com. The form requires identification of the affected numbers/Services, the authorized signatory of Customer, the anticipated port-out date, acknowledgment of all then-outstanding amounts owed, and Customer's commitment to pay those amounts prior to the port. The Account Closure Request form may be updated by Provider from time to time consistent with Section 13.5; the version in effect on the date of submission governs.

(h) No Hostage Holding; Remedies Are Independent. For the avoidance of doubt, nothing in this Section 5.7 authorizes Provider to refuse a valid port-out request based on unpaid Charges or contract disputes in violation of the FCC's local number portability rules. Provider's remedies for Customer's breach of this Section 5.7 (including failure to submit an Account Closure Request, failure to pay outstanding amounts before initiating port, or failure to pay the Accelerated Amount) are exclusively those set forth elsewhere in this Agreement — including acceleration of the Total Contract Value under Section 4.7, declaration of

a Customer Event of Default under Section 12.1, suspension of remaining Services under Section 4.3, application of all Charges and fees under Section 4.10, refusal of discretionary cooperation under Section 5.7(e), credit reporting, and pursuit of collection actions and attorneys' fees under Section 12.4. These contractual remedies operate *independently of* the technical port-out process and may be pursued before, during, or after a port-out without affecting Provider's compliance with applicable porting regulations.

5.8 Hotel Telephone System (ConnectWare Hospitality); Guest-Room Voice

Where set forth in a Service Order, Provider furnishes and/or supports the Property's hotel telephone system through Provider's ConnectWare Hospitality platform, a fully redundant, cloud-hosted hospitality PBX, together with associated on-site media gateways, analog and SIP guest-room telephones, administrative and front-desk telephones, a front-desk console or attendant application, hospitality voicemail, auto-attendant, and hospitality calling features (including without limitation wake-up calls, do-not-disturb, message-waiting indication, room-to-room and room-to-front-desk calling, class-of-service restrictions, and call accounting). The specific configuration, quantities, hospitality features, and Rates are set forth in Exhibit A and the applicable Service Order. Customer is responsible for maintaining the environmental, electrical, and physical-security conditions of the telephone/equipment room and for the Property's inside wiring and guest-room cabling on Customer's side of the Point of Demarcation. Moves, adds, and changes to guest-room and administrative endpoints are provided as set forth in Section 6.8 and the applicable Service Order.

5.9 PMS Integration

Where set forth in a Service Order, Provider will configure the Services to integrate with Customer's property management system (PMS) for supported functions, which may include check-in/check-out synchronization, room-status updates, wake-up-call scheduling, message-waiting indication, guest-name display, class-of-service changes on check-in/check-out, and posting of Guest call charges to the guest folio. Customer acknowledges that PMS integration depends on the PMS vendor's interface, licensing, and middleware, all of which are Third-Party Services for which Provider makes no warranty. Customer is responsible for maintaining a supported PMS version, for any PMS-vendor interface licensing or fees, and for engaging the PMS vendor for PMS-side configuration and support. Provider is not responsible for interruptions, errors, or data discrepancies caused by the PMS, the PMS interface, or changes the PMS vendor makes to its system. Guest call accounting and folio posting are provided for Customer's operational and billing convenience; Customer is solely responsible for the accuracy of Guest billing and for compliance with applicable consumer-protection and telephone-surcharge laws in charging Guests for calls.

5.10 LTE / Wireless Internet Backup; Overage Charges

Where the Services include an LTE, 5G, or other wireless internet backup (failover) connection, that connection is intended for temporary use during an outage or degradation of the Property's primary ISP / WAN internet circuit. Wireless backup usage may be subject to data-usage allowances and per-unit overage charges set by the underlying wireless carrier, which is a Third-Party Service for purposes of Section 5.4. If the primary ISP / WAN circuit fails or degrades such that the Property's traffic fails over to the wireless backup connection, Provider will notify the Property — via the billing or technical contact of record or an Authorized Customer Contact — of the failover and of any resulting or anticipated LTE / wireless overage charges. Customer is responsible for promptly diagnosing and remedying the underlying primary-circuit outage, including engaging its ISP or transport carrier.

If Customer does not remedy the primary-circuit outage within fifteen (15) calendar days after Provider's notice, Customer agrees to pay all LTE / wireless overage charges accruing from and after that fifteenth (15th) day, at the rate at which Provider is billed by the underlying LTE / wireless provider, as a pass-through Charge, until the primary circuit is restored.

Such overage Charges are in addition to the MRC for the affected Services and are invoiced in accordance with Article 4. Provider has no obligation to disable, throttle, or cap the wireless backup connection to limit overage charges, and any such measure taken by Provider as a commercial accommodation does not relieve Customer of overage Charges accrued or of its obligation to restore the primary circuit.

6. MANAGED PBX SERVICES

6.1 Scope

This Article 6 governs Managed PBX Services — the managed support of the Property's ConnectWare Hospitality cloud PBX and hotel telephone system. The specific Services, covered endpoints, guest rooms, quantities, Rates, support tier, and Specifications are set forth in Exhibit B and the applicable Service Order. Any addition of Managed PBX Services at a new Site, and any addition of a Service category not previously provided, are subject to Section 3.6 and must be documented as a new Service Order or Service Addition Order with its own new Initial Term. Managed PBX Services may include, depending on the applicable Service Order and support tier: remote and, where contracted, on-site help-desk support for the phone system during the support hours specified in the applicable Service Order or Exhibit B (which may range from standard business hours, to extended hours such as 7:00 AM to 7:00 PM Central Time, to 24x7 coverage, or other tiers as defined in the applicable Service tier); remote monitoring of the ConnectWare Hospitality platform and on-site gateways; software and firmware updates and configuration management of the hotel telephone system; hospitality-feature administration (wake-up calls, message-waiting indication, class-of-service, hunt groups, auto-attendant, and voicemail); guest-room and administrative endpoint support; moves, adds, and changes (MACs) as set forth in Section 6.8; PMS integration support where set forth in a Service Order; and monthly reporting. Managed PBX Services do not include management of Customer's general information-technology environment — such as computers, servers, business applications, or the Customer's internet, network, or Wi-Fi — which remain the Customer's responsibility.

6.2 Response Time Framework

(a) Response Times Are Set by Service Order. Specific response time targets, support hours, severity definitions, and the availability of remote-only versus on-site dispatch for Managed PBX Services are set forth in the applicable Service Order or Exhibit B and may vary by Customer support tier, Service Order, and Site. Because a hotel operates around the clock, Customer should specify in the applicable Service Order the coverage hours and severity response targets appropriate to Guest-facing systems (such as guest-room voice and 911 dialing). Where the Service Order specifies response time targets, support hours, or dispatch method (remote-only, on-site, or hybrid), the Service Order controls. Where the Service Order is silent on a specific response parameter, Provider will respond using commercially reasonable efforts appropriate to the issue, but no specific response time is contractually guaranteed in the absence of a Service Order specification. **Some Customers' Service Orders are remote-only by design, in which case Provider has no obligation to provide on-site response regardless of any general framework set forth herein.**

(b) Authorized Support Channels. Customer must submit all support requests through Provider's then-currently-published support channels, which may include: (i) Provider's support ticket portal at the URL designated by Provider from time to time; (ii) Provider's designated support email address(es) (for example, support@phonesuitedirect.com or such other address as Provider designates); and (iii) Provider's designated support telephone number(s). Provider may add, remove, or modify the published support channels from time to time by notice posted at the MSA Posting Location under Section 13.5 or by direct notice to Customer's billing or technical contact of record. **Direct outreach by Customer, its personnel, or Guests to individual Provider employees by personal email, personal mobile phone, text message, instant message, social media, voicemail, in-person request, or any channel outside the then-published support channels does not constitute a properly submitted support request, does not trigger any response time target, and does not guarantee any response.** Provider's only required response to any out-of-channel contact is, at Provider's discretion, to redirect the requester to the proper support channel. Customer is responsible for ensuring its personnel use only the published channels, and for keeping its own internal contact directories updated to reflect Provider's currently-published support channels.

(c) Severity Definitions. Provider, in its commercially reasonable discretion, classifies each support ticket by severity based on the operational impact described by Customer and the technical facts as Provider understands them, using the following severity definitions (which may be refined or expanded in the applicable Service Order):

- "P1" (Critical): A Service is unavailable for all users at a Site or across the Property; a core system is down; voice service or guest-room 911 dialing is hard-down; or a security or compliance event requires immediate response. Business operations are halted or materially impaired.
- "P2" (High): Significant degradation; a large number of users or Guests, or a business-critical function, is affected; partial voice outage; or a major application is unavailable. Some users can continue working; some workaround is available.
- "P3" (Medium): Limited degradation affecting a small number of users or guest rooms; non-critical functionality is impaired; or routine support requests with operational impact. Business continues with minor inconvenience.
- "P4" (Low): Single-user or single-room issue; cosmetic problem; informational request; feature inquiry; or general guidance. No operational impact.

Specific response time targets for each severity level are set forth in the applicable Service Order, not in this Agreement. Customer may dispute a severity classification in writing through the published support channels; Provider will reconsider in good faith but retains final authority. Customer shall, at all times during a Provider response, (i) provide an authorized contact reachable on the contact details on file, (ii) cooperate with Provider's diagnostic and remedial steps, (iii) provide reasonable Site access where required, (iv) maintain the environment in compliance with Section 6.3, and (v) refrain from making unauthorized modifications during an open ticket. Customer's failure to provide any of the foregoing tolls the response time clock for the duration of the failure.

(d) Provider Discretion on Dispatch Method. Provider determines, in its commercially reasonable discretion, whether any specific support incident is resolved remotely or via on-site dispatch, including for incidents involving issues that could be addressed by either method. Provider may resolve remotely diagnosable or remotely correctable issues without on-site dispatch even where the applicable Service Order generally contemplates on-site response. For Customers on remote-only Service Orders, on-site

dispatch is not part of the contracted Service and is not provided as part of any response time framework; if Customer requires on-site work, such work is a separately billable Project under Section 6.6, payable at Provider's then-current hourly rates and subject to technician and vehicle availability. Customer is responsible for arranging Site access, equipment swaps, cable runs, hardware reboots, and similar physical work for Service Orders that are not contracted on an on-site basis.

(e) Best Efforts; Exclusions; Sole Remedy. All response time targets in any Service Order or Exhibit B are **commercially reasonable efforts only and are not absolute guarantees**. Response times do not apply, and Provider has no response time obligation, in respect of: (i) requests submitted through any channel other than Provider's then-currently-published support channels under Section 6.2(b); (ii) tickets submitted outside Customer's contracted support hours; (iii) tickets requesting service outside the scope of Customer's contracted support tier; (iv) Customer environments not in compliance with the Managed PBX Service Requirements in Section 6.3; (v) Customer- or Guest-caused delays, including lack of Site access, no authorized contact reachable, environment misconfiguration, or unauthorized modifications; (vi) Force Majeure events; (vii) Third-Party Service outages (including without limitation the Customer's internet or ISP, upstream voice carrier, LTE / wireless provider, and PMS outages); (viii) weather, traffic, technician illness or unavailability, or other operational conditions beyond Provider's reasonable control; (ix) tickets relating to Services not covered by Customer's Service Order; and (x) any period during which Customer is in payment default. **Customer's sole and exclusive remedy for any missed response time target is the service credit (if any) specifically stated in the applicable Service Order.** A missed response time is not a material breach of this Agreement, does not trigger any termination right of Customer, does not relieve Customer of any payment obligation, and does not entitle Customer to refunds, abatement, or any other remedy beyond the specified credit. Service credits are issued as bill credits on the next invoice and are not paid in cash.

(f) Routing and Assignment. Provider may route tickets through its Network Operations Center (NOC) and escalate to higher-tier technicians as appropriate. Customer may request a specific technician, but assignment is at Provider's discretion. After-hours dispatch (where contracted) may incur after-hours rates as set forth in the applicable Service Order or Exhibit B.9.

6.3 Managed PBX Service Requirements (Customer Prerequisites)

Customer's eligibility for, and Provider's ability to deliver, Managed PBX Services depend on Customer maintaining the following at the Property. Bringing the Site into compliance, where required, is a Project under Section 6.6 and is billed separately.

- Customer shall provide and maintain internet access of sufficient bandwidth, quality of service, and reliability to support the ConnectWare Hospitality cloud PBX, meeting any Provider-recommended minimum connectivity and QoS specifications in the applicable Service Order. The Customer's internet access and its relationship with its internet service provider(s) are the Customer's responsibility (Section 5.1).
- Customer shall provide adequate, conditioned electrical power — with UPS or battery backup for the on-site media gateways and, where applicable, key endpoints — and a clean, ventilated, physically secure telephone / equipment room meeting Provider's environmental specifications.
- Customer shall provide and maintain the local-area network, cabling, switches, PoE, and inside wiring on Customer's side of the Point of Demarcation necessary to serve the guest-room and administrative telephones, including Power over Ethernet for SIP endpoints where required.

- Where a public static IP address or specific firewall / NAT configuration is required for the PBX, SIP trunks, or remote management, Customer shall provision and maintain it.
- Customer shall maintain a supported PMS version and any PMS-vendor interface licensing required for PMS integration, and shall engage the PMS vendor for PMS-side configuration and support.
- Guest-room and administrative telephones, on-site media gateways, and related hardware more than five (5) years old, or no longer supported by the manufacturer, are not covered; remediation or replacement is billed at then-current hourly rates.
- Customer shall not modify, reconfigure, or attempt to administer the ConnectWare Hospitality PBX, the on-site media gateways, or Provider's monitoring or configuration tools, and shall not grant administrative access to any person other than Provider's technicians without Provider's prior written consent. Unauthorized modification is billed at Provider's after-hours hourly rate to remediate and may be grounds for termination by Provider for cause.

6.4 Per-Endpoint Billing

Managed PBX Services pricing is based on the count of covered guest-room and administrative endpoints, the PBX, SIP capacity, and similar units as specified in Exhibit B and the applicable Service Order. Additions of endpoints, guest rooms, SIP capacity, Sites, or other quantities not already covered by an existing Service Order shall be documented as a new Service Order or Service Addition Order pursuant to Sections 3.5 and 3.6, each with its own Initial Term commencing on its own Billing Commencement Date and its own Total Contract Value. Mid-term reductions in MRC are governed by Sections 3.7 (no reductions) and 3.8 (Service Reduction Requests), which apply uniformly across all Services under this Agreement.

6.5 Configuration Backups and Portability

Provider maintains configuration backups of the ConnectWare Hospitality PBX (including dial plans, class-of-service, hunt groups, auto-attendant scripts, and voicemail configuration) as part of the platform. Customer is responsible for retaining copies of any Customer Data it wishes to preserve, such as voicemail messages, call-detail records, and guest / room directories. Upon termination, Provider has no obligation to retain Customer Data or configuration beyond thirty (30) days following termination, and may charge for technician time required to assist with any export or handoff at Provider's then-current hourly rates.

6.6 Projects and Additional Services

Work outside the scope of the Managed PBX Services covered by this Agreement, including without limitation PBX cutovers and telephone-system installations, guest-room voice buildouts or renovations, SIP or telephone-number migrations, integration work, and remediation of non-compliant Site conditions (each a "Project"), is billed separately as either a fixed-fee Project under a written Service Order or on a time-and-materials basis at Provider's then-current hourly rates. The Parties' then-current rates and after-hours rates are set forth in Exhibit B or the applicable Service Order.

6.7 Third-Party Services

Certain elements on which the Voice Services and Managed PBX Services depend are provided by third parties and governed by those third parties' terms, including the Customer's internet service provider(s), upstream voice / SIP carriers, the wireless / LTE backup provider (if any), the PMS vendor, and any brand- or franchise-mandated systems. These are Third-Party Services; Provider makes no warranty regarding them and is not responsible for their availability, performance, pricing changes, or discontinuation.

6.8 Managed Hotel Telephone System Support; Moves, Adds, and Changes

Where set forth in a Service Order, Provider provides managed support of the Property's ConnectWare Hospitality cloud PBX platform and hotel telephone system, including remote monitoring, software updates, configuration management, hospitality-feature administration, and guest-room and administrative endpoint support. Routine moves, adds, and changes ("MACs") to guest-room and administrative endpoints, extensions, class-of-service settings, hunt groups, auto-attendant scripts, and voicemail boxes are provided in accordance with the volume, method (remote or on-site), and any monthly MAC allowance stated in the applicable Service Order. MACs exceeding the stated allowance, and any on-site MAC work for remote-only Service Orders, are billed as additional services or a Project under Section 6.6. Customer is responsible for physical work on Customer's side of the Point of Demarcation, including guest-room jack and cabling repair, handset replacement due to Guest damage, and telephone/equipment-room environmental conditions, unless expressly included in a Service Order.

7. SECURITY AND COMPLIANCE

7.1 Provider Security Program

Provider maintains an information-security program designed to protect the confidentiality, integrity, and availability of Customer Data and the Services. The program includes administrative, physical, and technical safeguards appropriate to the nature of the Services.

7.2 Access Control and Authentication

Provider implements role-based access controls and multi-factor authentication for personnel access to systems that process Customer Data. Access is reviewed and updated regularly, with prompt revocation upon personnel changes.

7.3 Third-Party Vendor Management

Provider requires subcontractors involved in delivery of the Services to comply with security obligations consistent with those in this Agreement to the extent applicable to their role.

7.4 Audit and Reporting

Upon Customer's reasonable written request, Provider will furnish a summary of its then-most-recent SOC 2 audit report or equivalent third-party attestation, subject to Customer's execution of a non-disclosure agreement.

7.5 Business Continuity and Disaster Recovery

Provider maintains and regularly tests a business continuity and disaster recovery plan designed to support continued availability of the Services.

7.6 Security Training

Provider conducts regular security-awareness training for personnel with access to Customer Data.

7.7 Customer Security Responsibilities

Customer is responsible for the security of Customer's environment and Customer's configuration of the Services, including end-user and staff training, password hygiene, physical security of Customer-side equipment (including the telephone/equipment room and guest-room endpoints), network segmentation of

Guest wireless and payment systems on Customer's side of the Point of Demarcation, PCI-DSS compliance for payment-card data at the Property, and timely application of any patches or configurations within Customer's control. Provider has no liability for loss arising from Customer's security configuration, administration, or end-user or Guest behavior.

7.8 Customer Insurance

Customer shall maintain, throughout the Term and for one (1) year thereafter, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate, and, where Customer transmits sensitive data via the Services, cyber liability insurance with limits of not less than \$1,000,000 per claim. Customer shall furnish certificates of insurance upon Provider's reasonable request.

8. CONFIDENTIALITY

8.1 Definition

"Confidential Information" means non-public information disclosed by one Party to the other in connection with this Agreement that is identified as confidential or that a reasonable person would understand to be confidential under the circumstances, including business plans, customer and vendor lists, Guest information, pricing, financial information, designs, network diagrams, security configurations, source code, and similar information. Confidential Information does not include information that is (i) publicly available through no fault of the receiving Party, (ii) lawfully obtained from a third party without confidentiality obligation, (iii) independently developed without use of the disclosing Party's information, or (iv) required to be disclosed by law, court order, or Regulatory Authority (subject to prompt notice where permitted).

8.2 Obligations

Each Party shall hold the other Party's Confidential Information in confidence, use it only as necessary to perform under this Agreement, and protect it with at least the degree of care it uses for its own confidential information of similar sensitivity (and not less than reasonable care). The confidentiality obligations survive expiration or termination of this Agreement for three (3) years; trade secrets remain protected for so long as they remain trade secrets under applicable law.

8.3 Non-Solicitation

During the Term and for a period of twenty-four (24) months after expiration or termination of this Agreement, Customer shall not, directly or indirectly, solicit for employment, hire, or engage as an independent contractor any employee or contractor of Provider with whom Customer interacted in connection with the Services, without Provider's prior written consent. If Customer breaches this Section 8.3 by hiring or engaging such a person, Customer shall pay Provider, as a recruiting and replacement-cost reimbursement and not as a penalty, a one-time fee equal to fifty percent (50%) of the person's annualized compensation at Provider as of the date of departure, but in no event less than \$25,000, payable within thirty (30) days of the hire date. General solicitations not targeted at Provider's personnel are excluded.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual

Each Party represents and warrants that (a) it has full authority to enter into this Agreement; (b) this Agreement is a valid, binding, and enforceable obligation of such Party; (c) its execution and performance do not conflict

with any other agreement; and (d) it will perform its obligations hereunder in material compliance with applicable law.

9.2 Provider Warranty

Provider warrants that, after acceptance, the Services will substantially conform to their applicable Specifications throughout the Term. Provider's sole obligation, and Customer's sole remedy, for breach of this warranty is to re-perform or correct the non-conforming Services. Provider makes no warranty regarding Third-Party Services or any Service modified by Third-Party Services.

9.3 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 9, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND UNINTERRUPTED OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN ADVICE GIVEN BY PROVIDER OR ITS AGENTS CREATES ANY WARRANTY.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 Cap on Direct Damages

Except for Customer's payment obligations (including under Article 4), breaches of confidentiality, indemnification obligations, and amounts payable for 911/E-911 indemnity, each Party's aggregate liability for direct damages arising out of or related to this Agreement shall not exceed the lesser of (i) one hundred thousand U.S. dollars (\$100,000) or (ii) the amount paid by Customer to Provider during the twelve (12) months immediately preceding the event giving rise to the claim for the specific Service to which the claim relates.

10.2 Waiver of Consequential Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST GOODWILL, HARM TO BUSINESS, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION IS A MATERIAL PART OF THE BARGAIN BETWEEN THE PARTIES AND HAS BEEN FAIRLY AND HONESTLY NEGOTIATED AND UNDERSTOOD BY BOTH PARTIES.

10.3 Mutual Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from and against all third-party claims, liabilities, damages, and reasonable expenses (including reasonable attorneys' fees) for (a) bodily injury, including death, and (b) physical damage to tangible personal or real property, in each case to the extent caused by the gross negligence or willful misconduct of the indemnifying Party's employees or contractors at a Site. The indemnified Party shall give prompt written notice, tender control of the defense to the indemnifying Party, and cooperate reasonably in the defense.

10.4 Customer Indemnification

In addition to Section 10.3, Customer shall indemnify, defend, and hold harmless Provider and its affiliates, officers, directors, employees, and contractors from and against all claims, damages, fines, penalties, and reasonable expenses (including reasonable attorneys' fees) arising out of or relating to (i) Customer's use of

the Services in violation of this Agreement or applicable law, (ii) Customer Data or any other content transmitted through the Services by or on behalf of Customer, (iii) failure or limitation of 911/E-911 as described in Section 5.6 (including claims by Guests), (iv) Customer's breach of Section 2.10 (Acceptable Use), and (v) infringement claims arising from Customer's combination of the Services with third-party services or technology not provided by Provider (including the PMS).

11. ASSIGNMENT, FORCE MAJEURE, AND RELATIONSHIP

11.1 Assignment

Customer Assignment. Customer may not assign or transfer this Agreement or any Service Order, by operation of law or otherwise, without Provider's prior written consent, which Provider may grant, condition, or withhold in its sole and absolute discretion. A change in control of Customer (whether by stock sale, asset sale, merger, consolidation, reorganization, equity recapitalization exceeding fifty percent (50%), sale of the Property, change in hotel brand or franchise owner, or otherwise) shall be deemed an assignment requiring Provider's prior written consent, subject to the "Sale or Transfer of the Property; Binding on Successor Owner" provisions below. Any purported assignment or transfer by Customer without such consent is void ab initio.

Sale or Transfer of the Property; Binding on Successor Owner. The Parties intend that this Agreement and each Service Order run with the operation of the Property and survive any sale, transfer, assignment, lease, change in management company, or other conveyance of the Property or of Customer's business (each, a "Property Transfer"). **Customer shall, as an express condition of any Property Transfer, require the transferee, purchaser, or successor owner or operator (the "Successor") to assume in writing all of Customer's obligations under this Agreement and all then-effective Service Orders for the entire remainder of the then-current Initial Term or Renewal Term, and shall deliver that written assumption to Provider on or before closing. Upon such assumption, the Successor becomes the Customer for all purposes of this Agreement and is bound by the full remaining Term and Total Contract Value. A Property Transfer does not terminate this Agreement, reduce the Term, or relieve Customer or the Successor of any payment obligation. Provider's consent under the "Customer Assignment" paragraph above is deemed satisfied where the Successor assumes this Agreement in writing on Provider's then-current assumption form and is not then in default, and Provider will not unreasonably withhold consent to a Successor that so assumes and meets Provider's reasonable creditworthiness requirements. If Customer completes a Property Transfer without securing the Successor's written assumption, Customer is not released and remains fully liable for the Total Contract Value for the remainder of the Term, and the Property Transfer constitutes a Customer Termination Event under Section 4.7 and an Event of Default under Section 12.1, entitling Provider to accelerate the Total Contract Value.**

Provider Assignment. Provider may assign or transfer this Agreement, any Service Order, or any rights or obligations hereunder, in whole or in part, to any third party (including without limitation any affiliate, successor by merger or acquisition, purchaser of all or substantially all of Provider's assets or equity, financing source, securitization vehicle, or unrelated commercial entity), at any time and from time to time, without notice to Customer and without Customer's consent. Upon any such assignment or transfer, (i) the assignee shall assume Provider's assigned rights and obligations, (ii) this Agreement and all Service Orders shall remain in full force and effect as between Customer and the assignee, (iii) Provider shall be released from the obligations assumed by the assignee, and (iv) Customer's payment obligations may be redirected to the assignee on written notice. Customer's consent to this provision is a material inducement to Provider entering into this Agreement, and Customer waives any right to challenge any such assignment on grounds of notice, consent, or commercial reasonableness.

This Agreement is binding on the Parties' respective successors and permitted assigns.

11.2 Force Majeure

Neither Party is liable for any delay or failure in performance (other than payment obligations) to the extent caused by an event beyond its reasonable control, including acts of God, acts of war or terrorism, civil disturbance, fires, floods, hurricanes, tornadoes, earthquakes, epidemics or pandemics, governmental actions, labor disputes, fuel or energy shortages, internet or carrier failures, or third-party-vendor outages ("Force Majeure"). The affected Party shall give prompt notice and use reasonable efforts to mitigate. Customer's obligation to pay all Charges, including the accelerated Total Contract Value where applicable, is not excused by Force Majeure.

11.3 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has authority to bind the other.

11.4 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and creates no rights in any third party, including any Guest.

12. EVENTS OF DEFAULT; REMEDIES

12.1 Customer Event of Default

Each of the following is an Event of Default by Customer: (a) Customer fails to pay any undisputed amount when due, and the failure continues for ten (10) Business Days after written notice of delinquency from Provider; (b) Customer breaches any other term of this Agreement and fails to cure such breach within thirty (30) days of written notice; (c) Customer makes a general assignment for the benefit of creditors, becomes insolvent, has a receiver or trustee appointed, or files or has filed against it any bankruptcy or insolvency proceeding that is not dismissed within sixty (60) days; or (d) Customer ceases to do business as a going concern.

12.2 Provider Event of Default

Each of the following is an Event of Default by Provider: (a) Customer experiences, on an aggregate network-wide basis with respect to a Service, six (6) or more interruptions during any consecutive six (6) calendar months resulting in cumulative disruption of that Service of twenty-four (24) hours or more, in each case not excused under the SLA exclusions; (b) Provider breaches any other material obligation under this Agreement and fails to cure within sixty (60) days of written notice that specifically identifies the breach; or (c) Provider makes a general assignment for the benefit of creditors, becomes insolvent, or has a bankruptcy proceeding filed against it that is not dismissed within sixty (60) days.

12.3 Provider Remedies for Customer Default

Upon a Customer Event of Default, Provider may, in any combination, simultaneously or successively, and in addition to all other remedies available at law or in equity: (a) suspend the affected Services or all Services without further notice; (b) terminate this Agreement or any Service Order; (c) declare the entire unpaid Total Contract Value for the then-current Term immediately due and payable as a single lump sum pursuant to

Section 4.7 (the "Accelerated Amount"); (d) collect the Accelerated Amount together with all accrued Charges, late fees, interest at the rate set forth in Section 4.3, taxes, surcharges, third-party termination charges, and all costs of collection (including reasonable attorneys' fees, expert fees, and arbitration or court costs); (e) repossess Provider-owned Equipment from any Site without judicial process to the extent permitted by law, and Customer hereby grants Provider an irrevocable license to enter any Site for that purpose; (f) retain any prepaid amounts and apply them against amounts owed; (g) report the default to credit-reporting agencies and to industry credit bureaus; (h) charge applicable port-out administrative fees in accordance with Section 5.7(b) and require prepayment for any out-of-scope transition cooperation pursuant to Section 5.7(e); and (i) pursue any other available remedy.

For the avoidance of doubt: on any Customer Event of Default, Provider is entitled to collect the full Total Contract Value for the then-current Term, regardless of whether the Services are suspended, terminated, or continued, and regardless of any actual harm suffered by Provider.

Provider's election of one remedy does not preclude its election of any other remedy, and no failure or delay by Provider in exercising any remedy operates as a waiver of that remedy or any other remedy.

12.4 Customer Remedies for Provider Default

Upon a Provider Event of Default that remains uncured after the applicable cure period, Customer's sole remedies are: (a) to terminate the affected Service Order or this Agreement, without further liability for future MRC beyond the effective date of termination (but Customer remains responsible for all Charges accrued through the termination date and all properly invoiced one-time and pass-through charges); and (b) to pursue actual direct damages subject to the limitations in Article 10. Termination by Customer under this Section 12.5 is the only circumstance under which Customer is excused from the acceleration provisions of Section 4.7.

12.5 Survival

The following Articles and Sections survive expiration or termination: 1 (Definitions), 4 (Rates, Charges, and Payment), 4.7 (Acceleration), 5.6 (E-911), 7.7 (Customer Security Responsibilities), 8 (Confidentiality and Non-Solicitation), 9.3 (Disclaimer), 10 (Limitation of Liability and Indemnification), 12 (Events of Default and Remedies, with respect to claims arising before or upon termination), 13 (Miscellaneous), and any other provision that by its nature is intended to survive.

13. MISCELLANEOUS

13.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13.2 Venue; Jury Trial Waiver

Subject to Section 13.3 (Dispute Resolution), the Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Rankin County, Mississippi (or the U.S. District Court for the Southern District of Mississippi) for any judicial proceedings permitted under this Agreement, including without limitation enforcement of an arbitration award, injunctive relief, and collection actions. Each Party knowingly, voluntarily, and intentionally waives all rights to a trial by jury in any action arising out of or relating to this Agreement.

13.3 Dispute Resolution

The Parties will first attempt in good faith to resolve any dispute by negotiation. If the dispute is not resolved within ten (10) Business Days, the Parties shall escalate the matter to designated executive representatives, who shall confer within five (5) Business Days. If still unresolved, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, conducted in Jackson, Mississippi, before a single arbitrator with at least ten (10) years of experience in commercial contracts and, if reasonably available, telecommunications or managed-IT services. The arbitrator shall apply Mississippi law. No pre-hearing discovery shall be permitted unless authorized by the arbitrator. The award shall be in writing and based on legal principles. The arbitrator has no authority to award punitive, exemplary, or non-monetary equitable relief, and may not award damages excluded under Article 10. Judgment on the award may be entered in any court of competent jurisdiction. Each Party bears its own arbitration costs; the arbitrator may allocate filing fees and arbitrator fees. Notwithstanding the foregoing, either Party may seek injunctive relief in court to protect intellectual property or Confidential Information, and Provider may bring collection actions for unpaid Charges (including accelerated Total Contract Value) in court rather than arbitration at Provider's sole election.

13.4 Notices

All notices must be in writing and are effective upon receipt. Notices may be sent by (i) personal delivery, (ii) overnight courier, (iii) U.S. certified mail return receipt requested, or (iv) email to the email address of record (with confirmation of receipt; auto-replies do not constitute receipt). Notices to Provider shall be addressed to: Phonesuite Direct, Attn: Legal/Contracts, [400 Liberty Park Ct, Flowood, MS 39232], with a copy by email to accounting@phonesuite.com (or such other address as Provider designates). Notices to Customer shall be addressed to the address and email of record on file with Provider.

13.5 Modification of Agreement

Posted Modifications. Provider may modify this Agreement from time to time by posting a revised version at <https://www.phonesuitedirect.com/msa> or such other URL as Provider may designate by notice to Customer or by posting at the foregoing URL (the "MSA Posting Location"). **Any such modification becomes effective thirty (30) calendar days after the revised version is posted at the MSA Posting Location, regardless of whether Customer has actual knowledge of the modification or has visited the MSA Posting Location.** Customer is solely responsible for monitoring the MSA Posting Location for modifications, and Provider has no obligation to provide individual notice to Customer of any modification by email, mail, account-manager contact, or any other means. The Parties expressly agree that posting at the MSA Posting Location constitutes sufficient notice for purposes of this Section 13.5 and that this notice mechanism is a material economic term of this Agreement.

Customer Dispute Window. Customer may dispute a modification by delivering written notice to accounting@phonesuite.com within thirty (30) calendar days after the modification is posted at the MSA Posting Location. If Customer timely disputes a modification, the modification shall not apply to Customer during the remainder of the then-current Term of each then-effective Service Order; at the end of each such Term, the modification will apply to Customer unless Customer timely issues a non-renewal notice under Section 3.3. A dispute under this Section does not entitle Customer to terminate, reduce, or modify any Service Order during its then-current Term. Modifications do not retroactively reduce Customer's commitments under any then-effective Service Order.

Otherwise, no modification, amendment, or waiver of any provision of this Agreement is binding unless in writing and signed by an authorized officer of each Party.

13.6 Entire Agreement

This Agreement, together with its Exhibits and all Service Orders executed hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, proposals, agreements, and communications, whether oral or written. In the event of conflict among documents, the order of precedence is: (1) the body of this Agreement, (2) the Exhibits, (3) the Service Orders (except where a Service Order expressly modifies a specific Section of this Agreement and is signed by an authorized officer of both Parties).

13.7 Severability

If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed and the remainder shall continue in full force and effect. The Parties intend that any such severed provision be reformed to the minimum extent necessary to make it enforceable while preserving its economic intent, including specifically the acceleration mechanism in Section 4.7.

13.8 Waiver

No waiver of any provision is effective unless in writing and signed by the waiving Party. A waiver in one instance is not a waiver of any other instance or provision.

13.9 Cumulative Remedies

Except as expressly limited herein, all remedies provided in this Agreement are cumulative and in addition to any other remedies available at law or in equity.

13.10 Counterparts; Electronic Signature; Methods of Acceptance

This Agreement may be executed in counterparts, including by electronic signature (DocuSign, Adobe Sign, or comparable platforms), each of which is an original and all of which together constitute one instrument. The Parties consent to the use of electronic records and signatures and waive any defense based on the electronic nature of execution under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and the Mississippi Uniform Electronic Transactions Act (Miss. Code § 75-12-1 et seq.).

Equally Effective Methods of Acceptance. This Agreement may be accepted by Customer in either of the following ways, each of which is fully and equally effective and creates the same binding obligations: **(a) Stand-Alone Execution** — Customer signs the signature block at the end of this Agreement; or **(b) Execution by Reference Through a Service Order** — Customer signs or electronically accepts a Service Order, Service Addition Order, or Renewal Service Order that incorporates this Agreement by reference, in which case Customer's signature or electronic acceptance on that Service Order constitutes Customer's full acceptance of this Agreement with the same force and effect as a signature on the signature block at the end of this Agreement. Provider correspondingly accepts this Agreement either (i) by signing the signature block at the end of this Agreement, or (ii) by executing the applicable Service Order, in each case with the same legal effect. The audit trail of any electronic-signature platform used (including without limitation any DocuSign or Adobe Sign Certificate of Completion) is conclusive evidence of acceptance under either method.

Blank Signature Lines Are Expected Under Method (b). If this Agreement is accepted under method (b), the signature lines at the end of this Agreement may remain blank without affecting the validity, binding nature, or enforceability of this Agreement against either Party. The Parties expressly intend that blank signature lines

on this Agreement shall not be construed as evidence of non-acceptance where the Parties have executed a Service Order that incorporates this Agreement by reference.

Incorporation of MSA by URL Reference. A Service Order, Service Addition Order, or Renewal Service Order may incorporate this Agreement by reference to a Uniform Resource Locator (URL) at which Provider makes the then-current MSA available for review and download (the "MSA URL"), typically at <https://www.phonesuitedirect.com/msa> or such other URL as Provider may designate in the applicable Service Order or at the MSA Posting Location under Section 13.5. Where a Service Order incorporates this Agreement by URL reference, Customer's signature or electronic acceptance of that Service Order constitutes Customer's acceptance of, and agreement to be bound by, the version of this Agreement live at the MSA URL on the date the Service Order is executed (the "Effective MSA Version").

Customer's Download Obligation. Customer is responsible for downloading, reviewing, and retaining a copy of the Effective MSA Version from the MSA URL within fifteen (15) calendar days of executing any Service Order that incorporates this Agreement by URL reference. Customer's failure to download or review the Effective MSA Version within this period does not affect the binding nature of this Agreement or relieve Customer of any obligation hereunder. Customer waives, and shall not assert, any defense based on lack of access, lack of opportunity to review, or non-receipt of the Effective MSA Version where the MSA URL was disclosed in the Service Order at the time of execution. Upon Customer's written request to accounting@phonesuite.com, Provider will furnish a PDF copy of the Effective MSA Version to Customer at no charge.

Most-Recent Service Order Supersedes Prior MSA Acceptance. Each Service Order incorporates the Effective MSA Version as of the date that Service Order is executed. **Execution of a new Service Order that incorporates this Agreement (whether by URL reference, attachment, or otherwise) supersedes any prior acceptance by Customer of any earlier version of this Agreement for purposes of governing the Parties' relationship going forward, including for purposes of all then-effective Service Orders,** subject only to the limitation that no provision of the Effective MSA Version may retroactively reduce Customer's commitments under any then-effective Service Order in violation of Section 13.5. Provider may, in its discretion, expressly identify a different MSA version applicable to a Service Order by attaching that version as a PDF to the Service Order, in which case the attached version governs that Service Order in lieu of the URL version.

13.11 Headings

Headings are for convenience only and do not affect interpretation.

13.12 Construction

This Agreement was jointly drafted by the Parties, and no rule of construction against the drafter applies.

13.13 Further Assurances

Each Party shall execute such further documents and take such further actions as the other Party may reasonably request to give effect to this Agreement.

13.14 Compliance with Laws

Each Party shall perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws and regulations, including without limitation TCPA, CAN-SPAM, HIPAA (where applicable), CPNI rules, STIR/SHAKEN requirements, Kari's Law and RAY BAUM's Act, PCI-DSS (as applicable to payment-card data at the Property), and any consumer-protection laws governing the Services.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date by either signing the signature block below or, pursuant to Section 13.10(b), by executing one or more Service Orders that incorporate this Agreement by reference. Where the Parties have accepted this Agreement under Section 13.10(b), the signature lines below need not be completed for this Agreement to be fully binding on the Parties, and any blank signature lines below shall not be construed as evidence of non-acceptance.

[Signature Block — Complete only if accepting this Agreement under Section 13.10(a) Stand-Alone Execution. If Customer is accepting through execution of a Service Order under Section 13.10(b), leave blank.]

CUSTOMER By: _____ Name: _____ Title: _____ Entity: _____ Date: _____	PHONESUITE DIRECT By: _____ Name: _____ Title: _____ Date: _____
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EXHIBIT A

Voice Services — Hospitality Description

This Exhibit A describes the categories of Voice Services available from Provider for the Property. The specific Services, quantities, Sites, Rates, hospitality features, and Specifications applicable to Customer are set forth in the executed Service Order(s). Provider does not sell internet access or data-transport services; the Customer-provided internet on which these Services depend is addressed in A.9 and Section 5.1.

A.1 Hosted Voice / UCaaS

Cloud-hosted voice service including voice calling, voicemail, auto-attendants, hunt groups, conferencing, and mobile and desktop softphone clients, as further described in the applicable Service Order. For hotel administrative and back-of-house staff where specified.

A.2 Hotel Telephone System — ConnectWare Hospitality

Provider's ConnectWare Hospitality platform — a fully redundant, cloud-hosted hospitality PBX — serving the Property, including guest-room and administrative call processing, on-site media gateways, and hospitality call-control software. Provides room-to-room and room-to-front-desk calling, class-of-service restrictions, emergency (911) dialing, and hospitality features described in A.5, as set forth in the Service Order.

A.3 Guest-Room and Administrative Endpoints

Analog and/or SIP guest-room telephones, administrative telephones, and front-desk telephones, together with a front-desk console or attendant application. Quantities, models, and placement (guest rooms, meeting rooms, common areas, and administrative areas) are set forth in the Service Order.

A.4 SIP Trunking

Session Initiation Protocol trunking for connection of the Property's hotel PBX to the public switched telephone network, with channels, DIDs, and concurrent-call capacity as set forth in the Service Order.

A.5 Hospitality Voice Features

Depending on the applicable Service Order and PBX configuration, hospitality voice features may include: wake-up calls (automated and operator-assisted), message-waiting indication, do-not-disturb, room status and housekeeping codes, guest-name display, class-of-service by room state (occupied/vacant), automatic room-charge posting to the guest folio, call accounting and call detail records, hospitality voicemail and auto-attendant, and multilingual guest prompts where available.

A.6 PMS Integration

Configuration of the Services to integrate with Customer's property management system for supported functions (check-in/check-out, room status, wake-up calls, message-waiting indication, guest-name display, and call posting to the guest folio), subject to Section 5.9 and the PMS vendor's interface, licensing, and middleware. PMS interface licensing and PMS-side support are Customer's responsibility.

A.7 Numbers and Porting

Telephone number provisioning, porting in, porting out (subject to settlement of outstanding Charges and the Account Closure Request procedure in Section 5.7), and toll-free service.

A.8 E-911 Service; Kari's Law and RAY BAUM's Act

E-911 emergency dialing for fixed and nomadic endpoints, direct 911 dialing without a prefix, on-site 911 notification to a designated location (such as the front desk), and dispatchable-location delivery for guest rooms and common areas, subject to the limitations described in Section 5.6 of the Agreement and applicable regulatory requirements. Accurate, current dispatchable-location and endpoint-registration information is Customer's responsibility.

A.9 Connectivity Prerequisite — Customer-Provided Internet

The ConnectWare Hospitality cloud PBX and the other Voice Services require working internet connectivity to function. Provider does not sell, resell, or provide internet access, broadband, or data-transport services. Customer is responsible, at its own expense, for procuring and maintaining internet access of sufficient bandwidth, quality of service, and reliability (with adequate power and LAN) to support the Voice Services, per any Provider-recommended minimum specifications in the Service Order and Section 5.1. Where included in the Service Order, an LTE / wireless backup for failover is addressed in Section 5.10.

EXHIBIT B

Managed PBX Services — Description and Pricing Framework

This Exhibit B describes the categories of Managed PBX Services — the managed support of the Property's ConnectWare Hospitality cloud PBX and hotel telephone system — available from Provider. Managed PBX Services do not include management of Customer's general IT environment, computers, servers, business applications, or internet/network. The specific Services, covered endpoints, Rates, and after-hours rates applicable to Customer are set forth in the executed Service Order(s).

B.1 Help-Desk and Support

Provider offers tiered support packages with varying coverage levels for the Property's phone system and covered endpoints, subject to the Managed PBX Service Requirements in Section 6.3 of the Agreement. The applicable Service Order specifies the support tier, covered hours, response times, and any limitations on remote versus on-site support. Because a hotel operates around the clock, Customer should select coverage appropriate to Guest-facing systems (guest-room voice and 911). Common support tiers include:

- Standard Tier — Remote and on-site support during business hours, generally 8:00 AM to 5:00 PM Central Time, Business Days.
- Extended Tier — Remote and on-site support during extended business hours, generally 7:00 AM to 7:00 PM Central Time, Business Days.
- 24x7 Tier — Round-the-clock remote support with on-site dispatch as required by the applicable Service Order (recommended for Guest-facing voice and 911 coverage).
- Custom Tier — Coverage hours, response times, and inclusions as mutually agreed and documented in the applicable Service Order.

Out-of-tier support requests (e.g., after-hours work for a Standard-tier customer) are billed at the hourly rates in Section B.8 or as set forth in the applicable Service Order.

B.2 Managed Hotel Telephone System

Managed support of the Property's ConnectWare Hospitality cloud PBX platform, including guest-room and administrative endpoint support, and moves/adds/changes (MACs) in accordance with the allowance and method stated in the Service Order (Section 6.8).

B.3 Platform and Gateway Monitoring

Remote monitoring of the ConnectWare Hospitality platform and the Property's on-site media gateways, with software and firmware updates, configuration management, and alerting on service-affecting events.

B.4 Hospitality Feature Administration

Administration of hospitality calling features, including wake-up calls, message-waiting indication, do-not-disturb, class-of-service, hunt groups, auto-attendant scripts, call-flow changes, and voicemail boxes, as set forth in the Service Order.

B.5 Moves, Adds, and Changes (MACs)

Moves, adds, and changes to guest-room and administrative endpoints, extensions, class-of-service settings, hunt groups, auto-attendant scripts, and voicemail boxes, provided remotely or on-site in accordance with the

monthly MAC allowance and method stated in the Service Order (Section 6.8). MACs exceeding the allowance, and on-site MAC work for remote-only Service Orders, are billed as additional services or a Project.

B.6 Configuration Backups

Provider maintains configuration backups of the ConnectWare Hospitality PBX (dial plans, class-of-service, hunt groups, auto-attendant scripts, and voicemail configuration) as part of the platform, as further described in Section 6.5. Customer is responsible for retaining copies of any Customer Data it wishes to preserve.

B.7 Monthly Reporting (On Request Only)

Monthly operational reporting on tickets, call quality, and platform availability is available to Customer only upon Customer's written request to Provider. Absent a written request from Customer, Provider has no obligation to prepare or deliver such reports, and Customer waives any claim arising from their non-delivery. There is no separate charge for these reports when included in Customer's service tier.

B.8 Per-Endpoint Pricing Categories (Reference)

Pricing categories typically include Guest-Room Endpoint, Administrative / Front-Desk Telephone, ConnectWare Hospitality PBX platform, and SIP trunk capacity. The Rates applicable to Customer are set forth in the Service Order. Reductions in unit counts during a Term do not reduce MRC mid-Term except as provided in Sections 3.7, 3.8, and 6.4.

B.9 Hourly Rates for Projects and Additional Services

Service Order / Mutual Agreement Controls. Hourly rates for Projects, out-of-scope work, out-of-tier support, PBX cutovers, and additional services are governed by the applicable Service Order or as mutually agreed by the Parties in writing. The ranges set forth below apply only where rates are not otherwise specified in a Service Order or written agreement.

Standard hours (Business Days, 7:00 AM – 6:00 PM Central Time): from \$150.00 per hour up to a maximum of \$500.00 per hour, depending on the level of expertise required.

After hours, weekends, and U.S. federal holidays: from \$225.00 per hour up to a maximum of \$750.00 per hour, depending on the level of expertise required, with a two (2) hour minimum for after-hours on-site dispatch.

Specialized engagements requiring senior engineers, certified specialists, or hospitality / PBX specialists are billed at the upper end of these ranges. Standard help-desk and on-site labor is billed at the lower end. Rates are subject to annual adjustment by Provider in accordance with Section 13.5. Travel beyond fifty (50) miles from Provider's nearest office, parking, tolls, lodging (where applicable), and shipping are billed at cost. Mileage is billed at the then-current IRS standard business rate.

— End of Master Services Agreement —