



Standard Terms and Conditions

These Standard Terms and Conditions are a part of the Agreement (as defined herein) between Arena One, LLC ("Arena One") and you ("Customer"). These Standard Terms and Conditions are subject to change upon written notice to Customer.

1. **SERVICES.** Arena One shall provide to Customer the services set forth in the order form provided by Arena One (each an "Order"))(each a "Service," and, collectively, the "Services") all of which are subject to these Standard Terms and Conditions and any accompanying or referenced documentation or policies that may describe the Service(s) being purchased (collectively the "Agreement"). All of these form the final written Agreement between Arena One and the Customer. Services are subject to availability and Arena One has the right not to accept any order for Service submitted by Customer.
2. **TARIFF.** If applicable, Arena One's provision of Services to Customer shall be governed by and subject to Arena One's international, interstate, and state tariffs ("Tariff(s)"). The Tariff(s) is incorporated by reference and made part of the Agreement. Customer acknowledges and agrees that Arena One may change, terminate, adjust and/or modify any and/or all of the provisions of its Tariff(s) from time to time, and any modification shall be binding upon Customer from the time filed and notice provided to Customer. Except for new services, service features, service options, or service promotions, which shall become effective immediately upon the delivery of notification to Customer, any modification made to the Tariff(s) or Services shall become effective beginning on the first day of the next calendar month following notice to the Customer, or thereafter, on the first day of the next service billing cycle whenever adjustments are made to rates or charges. The rates, terms and conditions that shall apply in connection with the Services pursuant to the applicable tariffs are subject to change in accordance with the rules of the applicable state regulatory commission and/or Federal Communications Commission (the "FCC"). The contractual relationship between Arena One and Customer shall be governed by the following order of precedence: (a) the Tariff(s) to the extent applicable, (b) the Agreement, and (c) these Standard Terms and Conditions.
3. **TERM.** The term and any renewal terms of each Order shall be governed by the time period stated therein (the "Term"). If the Order does not contain a renewal period, the Term will be automatically renewed for successive one (1) month terms at Customer's current rates, unless cancelled by either party pursuant to the terms of these Standard Terms and Conditions or the Order.
4. **SERVICE CHARGES.** Customer shall pay to Arena One, during each month of the Term, no less than the amount of service charges contained in each monthly invoice.
 - (a) Services are billed on a monthly basis.,
 - (b) Services are invoiced in advance, but usage charges are invoiced in arrears.
 - (c) All non-recurring charges, which are non-refundable, will appear on the applicable monthly invoice.
 - (d) Any additional Orders added after the commencement of Service will be billed pro-rata for the initial month.
5. **RATES AND CHARGES.**
 - (a) Customer shall pay the rates and charges set forth in each Order and any applicable pricing schedule or tariff.

- (b) Non-recurring charges will be applied to the ordering, moving, changing, rearranging, installation, disconnection of a Service, or as applied by Arena One at Arena One's discretion.
 - (c) In the event that Customer receives any Services that are not expressly set forth in an Order, Customer shall pay for the Services at Arena One's current rates.
 - (d) The rates set forth in each Order are subject to change. Any change to non-tariff services shall become effective beginning on the first day of the next calendar month following notice to the Customer, or thereafter, on the first day of the next service billing cycle whenever adjustments are made to rates or charges.
 - (e) International and overage outbound calling rates and toll-free rates will be applied based on the rate in effect at the time a Service is used.
6. **GOVERNMENTAL CHARGES.** Governmental Charges are fees Arena One is permitted or required to collect from its Customers in support of statutory or regulatory programs in connection with providing Services ("Governmental Charges"). These charges include, but are not limited to, regulatory compliance, Telecommunication Relay Service ("TRS"), E911, access, Communications Assistance for Law Enforcement Act ("CALEA"), Universal Service Fund ("USF") and other similar costs. If the fees are adjusted, Arena One shall provide notice to Customer of any such change. Any change shall become effective on the monthly invoice following the date such Governmental Charges are charged to Arena One, or later, as the case may be.
7. **TAXES.** In addition to payment for the rates and charges for Service(s), Customer is responsible for payment of all sales, use, gross receipts, value added, excise and other local, state and federal taxes, fees, charges and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services, excluding taxes based on Arena One's employees, and net income. If Customer claims that its purchase of the Services is subject to tax exemption, Customer must furnish Arena One with the proper tax exemption certificate as authorized by the appropriate taxing authority or required by statute or regulation. If applicable, Arena One shall not collect such tax amounts from Customer beginning on the date such certificate is provided. However, if Arena One does not collect such amounts in reliance on Customer's tax exemption certificate, which certificate is later determined to be inadequate, then, as between Arena One and Customer, Customer shall be liable for such uncollected amounts and for all interest, penalties and additions to tax which are determined to be due with respect to such uncollected amounts. Arena One shall not issue any credit(s) for applicable taxes, tax-like charges and surcharges assessed prior to Arena One's receipt of Customer's evidence of exemption. Notwithstanding any Customer representation that any exemption application is pending, no exemption shall be available to Customer until Customer presents Arena One with the valid certificate(s).
8. **PAYMENT.** Customer must remit payment to Arena One for the full amount indicated in Customer's monthly invoice on or before the due date printed thereon ("Due Date"). Payments must be made at the time of purchase and in US Dollars only. Payments can be made via valid credit card, debit card or ACH payment (each a "Payment Method" and together the "Payment Methods"). By providing a valid credit card, debit card, or ACH information, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such Payment Method, including recurring payments billed on a monthly or annual basis. Customer agrees to notify Arena One of any change to the Payment Method including, but not limited to, changes in account number, expiration date or billing address. In addition, Customer's supplied Payment Method shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, or any overage charges. All Payment Methods are subject to the approval of the Payment Method issuer, and Arena One will not be liable in any way if a Payment Method issuer refuses to accept a payment for any reason. Customer is responsible for any credit card chargeback or similar fees for refused or rejected payments that Arena One is entitled to charge under the Agreement. If the payment associated with Customer's account is declined or fails for any reason, Arena One will send Customer a notice using the contact information associated with Customer's account. Arena One may continue to collect using the same Payment Method for outstanding charges and additional fees along with any other rights and remedies available to Arena One under the Agreement, at law or in equity. Any amount not paid on or before the Due Date, shall be considered to be past due and subject to a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by law, as applied against the past due amounts. Customer must not place any condition or restrictive legend, such as "Paid in Full," on any

check or instrument used to make a payment. The negotiation of any such check or instrument so inscribed shall not constitute an accord and satisfaction or novation, and Customer waives its right to assert any such defense. Customer shall be liable for the payment of all fees and expenses, including reasonable attorney's fees, incurred by Arena One in collecting, or attempting to collect, any charges owed hereunder. Arena One may, at its discretion, setoff any charges, fees or any other amounts owed to Arena One by Customer in the event of a default from any bond or security deposit given to Arena One by Customer, and Arena One shall notify Customer of such setoff.

9. BILLING DISPUTES.

- (a) If Customer disputes charges or application of taxes, Customer must give Arena One written notice of such dispute within thirty (30) days of the date of the invoice. If notice of a dispute is not received by Arena One within the foregoing thirty (30) day period, such invoice shall be deemed to be correct and binding on Customer. Notwithstanding the foregoing, if any charges are reasonably disputed by Customer, such charges (along with late fees attributable to such charges) shall not be due and payable for a period of thirty (30) days following the Due Date, provided Customer: (i) pays all undisputed charges on or before the respective Due Date, (ii) presents to Arena One on or before the respective Due Date a detailed written statement disputing such charges which statement shall include but is not limited to, documents concerning the disputed billing discrepancies, and (iii) negotiates in good faith with Arena One for the purpose of resolving such dispute within said thirty (30) day period. If Customer does not pay any or all of the undisputed charges, Arena One shall have the right to exercise its remedies as described in Section 11 below. Nothing contained herein shall limit Customer's right to dispute amounts at any time following the applicable Due Date, however, Arena One shall not be obligated to consider any notice of disputed charges that it receives more than thirty (30) days following the Due Date of the respective invoice.
- (b) Each party agrees to negotiate in good faith for the purpose of resolving any properly raised dispute(s) relating to the Customer's invoice, subject to the following:
- i. if the dispute is mutually agreed upon and resolved in favor of Arena One, Customer agrees to pay Arena One the disputed charges together with any applicable late fees within ten (10) days of resolution;
 - ii. if the dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees; and
 - iii. if Arena One has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within the prescribed thirty (30) day period (unless Arena One has agreed in writing to extend such period), all disputed amounts together with late fees shall be immediately due and payable.

10. TERMINATION FOR CAUSE. Either party may terminate the Agreement or a Service for Cause. Except for Customer's failure to pay as specifically provided in Section 11, "Cause" shall mean a material breach of any material provision of the Agreement and such breach is not cured within thirty (30) days after delivery of written notice from the non-breaching party. Arena One shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) actions by Customer or its end users; (iii) construction delays and/or costs; or (iv) inability to install Service(s) in Customer's service location.

11. TERMINATION BY ARENA ONE.

- (a) **Termination with Notice.** In the event Customer fails to pay an invoice by the Due Date, Arena One may issue a notice of default. In addition, if Customer disputes an invoice, but fails to pay any undisputed charges within ten (10) days of the default notice, such nonpayment shall be considered "Cause" for termination as indicated in Section 10 and Arena One may discontinue one or more Services and/or terminate the Agreement. Upon thirty (30) days written notice, Arena One may discontinue one or more Services and/or terminate the Agreement if: (i) after Arena One's request, Customer fails to provide a bond or security deposit; or (ii) if, as determined by Arena One in good faith, Customer provides false information to Arena One regarding the Customer's identity, creditworthiness, or its planned use of the Services.

- (b) Termination or Suspension without Notice. Arena One shall have the right to terminate the Agreement or suspend one or more Services without notice to Customer, if in the opinion of Arena One; (i) the interruption of the Service(s) is necessary to prevent or protect against fraud or otherwise protect Arena One's or any of Arena One's Customers personnel, facilities, or network; (ii) Arena One has reasonable evidence of Customer's illegal, improper or unauthorized use of the Services; (iii) is required by legal or regulatory authority, or (iv) Customer's insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or other similar event.
- (c) Any termination, disconnection or suspension of Service(s) shall not relieve Customer of any liability incurred prior to such termination, disconnection, or suspension, or for payment of the unaffected Services and applicable data storage fees and charges. Arena One reserves the right to pursue all available legal remedies if it terminates the Agreement, an Order or disconnects Service(s) in accordance with this Section 11. Arena One also reserves the right to collect fines as Arena One deems appropriate in connection with fraudulent, improper, unauthorized or other illegal use of the Service(s). All terms and conditions of the Agreement shall continue to apply to any Service(s) not so terminated. If Arena One terminates Service(s) in accordance with this Section 11, and Customer wants to restore such Service, Customer must remit all past due charges to Arena One, and may have to pay a reconnection charge and deposit.

12. TERMINATION BY CUSTOMER.

- (a) Customer may terminate the Agreement, an Order, and/or any Service pursuant to Section 10, or upon Customer's thirty (30) days prior written notice to Arena One, without incurring termination liability as a result of Arena One's breach of any law, rule or regulation that affects Customer's use of Services(s) and which breach remains uncured at the end of the notice period. Termination of any Service by Customer will be effectuated as set forth in Section 12(b) below.
- (b) Disconnect Notice. In order for a Service to be disconnected, Customer must notify the person in charge of Customer's account. Customer understands and acknowledges that the person in charge of their account is solely responsible for ensuring Customer's Service(s) are disconnected at Customer's request and Customer releases Arena One from any liability relating to same.

13. TERMINATION CHARGES. If Arena One terminates the Agreement, any Order, or any Service pursuant to Sections 10 or 11 above, or if Customer terminates the Agreement, any Order, or any Service for any reason other than those arising from Sections 10 or 12 above, Customer shall be subject to Early Termination Charges as set forth in the Agreement, any Order, any applicable Service Addendum or other documentation that is made part of the Agreement.

14. EARLY TERMINATION CHARGES. If: (a) Customer terminates the Agreement, any Order or a Service during the applicable Order Term for reasons other than Cause; or (b) Arena One terminates the Agreement, any Order or a Service for Cause pursuant to the Sections of the Terms and Conditions entitled "Termination for Cause" or "Termination by Arena One" then the Customer shall pay, within ten (10) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to one-hundred percent (100%) of the Monthly Recurring Charges (or "MRC") (as identified on the Order(s)) for each month remaining in the unexpired portion of the applicable Order Term (or, in the case of a terminated Service, for the balance of the applicable Service Term) or in the event the Order Term has not commenced, an amount equal to one-hundred percent (100%) of the MRC for the entire applicable Service Initial Term on the date of such termination (or, in the case of a terminated Service, the pro-rata portion thereof), plus (iii) a refund of any and all installation waiver credits, sign-up credits, or up-front credits and discounts provided to Customer under the Agreement or applicable Order.

15. RETURN OF ARENA ONE EQUIPMENT. Within fourteen (14) business days of termination of a Service for any reason or expiration of Service, Customer shall return the Equipment at Customer's expense utilizing a valid RMA Number, and in accordance with the return and shipping requirements described in Section 25 herein. The Equipment must be returned to Arena One in good working order. If the Equipment is not received within fourteen (14) business days of termination or expiration of a Service and as required herein, Customer's credit card will be charged for the current full list value of such Equipment. Additionally, the Customer shall delete all Arena One software such as, but not limited to, Connect UC. For return of Equipment after fourteen (14) business days

from the RMA Number issue date, please contact Arena One prior to shipment. Any late return of Equipment agreed to by Arena One will be subject to a 30% (of Equipment list value) restocking fee.

16. **CONFIDENTIAL INFORMATION.** Commencing on the date Customer first executes an Order, and continuing for a period of three (3) years following the termination or expiration of a final Order, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term of the Agreement, including, but not limited to, these Standard Terms and Conditions, Orders, Service Addendums, Service Level Agreements, all other documentation that is made part of the Agreement, all pricing, network or other designs, or other information that is marked confidential or bears a marking of like import, or that the disclosing party states (orally or in writing) is confidential or which under the circumstances surrounding the disclosure, the receiving party knows or should know is treated as confidential by the disclosing party, as well as any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known through no wrongful act or omission of the receiving party; (c) is received, without restriction, from a third party free to disclose it without obligation to the disclosing party; (d) is developed, independently, by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, court or governmental order. Customer's data ("Customer Data", which shall also be known and treated by Arena One as Confidential Information of Customer) shall include Customer's data collected, used, processed, stored, or generated as the result of the use of the Services. Customer has obtained the necessary consent from its employees to provide Arena One with any employee related Customer Data to perform Services pursuant to the Agreement.
17. **DISCLAIMER OF WARRANTIES.** Services are provided on an "as is" or "as available" basis. Arena One does not warrant that the Service(s) will be without failure, delay, interruption, error, degradation of quality or loss of content, data or information, and except as specifically set forth in the Agreement Arena One makes no other representation or warranties, express or implied, as to any Arena One Service(s), related products, equipment, software or documentation. Arena One specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement of third-party rights.
18. **DISCLAIMER OF CERTAIN DAMAGES.** Neither party shall be liable to the other or to any third party for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits or goodwill, arising in connection with the Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if the party knew or should have known of the possibility of such damages. Unless otherwise agreed, Arena One's sole obligation with regard to any error in a Service or hardware appliance is to provide, as applicable, the remedy set forth in the applicable Service Level Agreement or the support service terms. Arena One shall not be liable for any claims made against, or liabilities incurred by, Customer as a result of Customer's or Arena One's performance under the Agreement which may result in Customer's responsibility for, any and all shortfalls, early termination charges and other charges Customer may incur from any previous provider of similar or identical Services.
19. **LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF ARENA ONE TO CUSTOMER IN CONNECTION WITH THE AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO ARENA ONE UNDER THE APPLICABLE ORDER(S) FOR THE ONE (1) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. IN NO EVENT SHALL ARENA ONE ITS AFFILIATES, OFFICERS, DIRECTORS OR SHAREHOLDERS BE LIABLE FOR ATTORNEYS FEES, COURT COSTS, OR INCIDENTAL,

CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM THE PARTIES' RELATIONSHIP OR CONDUCT OF BUSINESS UNDER THIS AGREEMENT. FURTHER IN NO EVENT SHALL ARENA ONE BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INTERRUPTION OR DEGRADATION OF SERVICES CAUSED BY NETWORK OR FACILITY FAILURE, OR FOR EQUIPMENT, NETWORK OR FACILITY UPGRADE, OR SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO ARENA ONE OR CUSTOMER. CUSTOMER SHALL BE BOUND BY THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 19, IN ADDITION TO ANY LIMITATION OF LIABILITY CLAUSE(S) IN ANY APPLICABLE ORDERS, SERVICE ADDENDUMS AND OTHER DOCUMENTATION THAT IS MADE PART OF THE AGREEMENT.

20. **INDEMNIFICATION.** Customer shall indemnify and hold harmless Arena One, its officers, directors, employees, agents, parent, affiliates, direct and indirect subsidiaries, successors and assigns from and against all claims for damages, liabilities, or expenses, including reasonable attorney's fees attributed to, arising out of or resulting from use of the Services as well as for any violation of Arena One's Acceptable Use, Privacy, and/or Emergency Services Policies.
21. **ASSIGNMENT.** Neither party may assign the Agreement or any of its rights thereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that (a) Arena One may assign its rights and/or obligations under the Agreement, (i) to any parent, affiliate or subsidiary, (ii) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all of its assets, or (iii) for purposes of financing; and (b) Customer may assign its rights and/or obligations under the Agreement, (i) to its parent, affiliates or subsidiaries, or (ii) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all of its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (a) the proposed assignee satisfies Arena One's then current credit and deposit standards; (b) Customer has fully paid for all Services through the date of the assignment; and (c) the proposed assignee agrees in writing to be bound by all provisions of the Agreement. Any assignment in violation of this Section is null and void.
22. **USE OF SERVICES.** Customer is responsible and liable for all use of the Services from its Service locations, with or without its permission. Customer may not resell the Services or transfer the Services to any person or entity other than its employees, without the prior written consent of Arena One. The Services may not be used for any unlawful, abusive, or fraudulent purpose. Customer shall defend, indemnify and hold harmless, Arena One and its suppliers and their officers, directors, agents, affiliates and employees from and against any claims, liabilities, losses, costs or damages (including legal fees and costs) arising out of any third-party claim or allegation that would constitute a violation of the above. Any violation of this Section shall constitute a material breach establishing cause for termination of the Agreement by Arena One.
23. **SERVICE REQUIREMENTS.** The Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.
24. **NUMBERING POLICY.** Any telephone number provided by Arena One to the Customer ("Number") shall be leased and not sold. Arena One reserves the right to change, cancel or move the Number at its sole discretion. Where Customer wishes to port in telephone number(s) for use with the Service, Customer should NOT cancel service with the current/previous service provider(s) until Customer receives confirmation that the numbers have been successfully ported to Arena One. Customer is responsible for the timely termination of all services with current/previous service provider and the settlement of any charges owed to their current/previous service provider. Additionally, Customer is responsible for the verification that the Number(s) provided to Customer meet the necessary requirements of Customer (i.e., such Number will be considered a local number to Customer in Customer's area or such number is sufficiently different from a Customer competitor's number, etc.). Arena One will reasonably accommodate Customer with a particular number selection, prefix or sequence, as available and able to accommodate. Arena

One accepts no responsibility or liability in the number ultimately issued or selected for the Service. Customer's porting away of a telephone number does not extinguish Customer's obligations and/or limitations under the Agreement.

25. EQUIPMENT. In the course of providing the Service, Arena One may provide to Customer certain equipment, including but not limited to telephone handsets, components, cables, manuals and documents, and other network equipment (the "Equipment") for use in Customer's business sites, provided Equipment may be new, like-new, or refurbished, and is the property of Arena One.

- a. Arena One will provide replacement Equipment during the term of the Agreement on the following basis:
 - i. Any Equipment which is not performing to original manufacturer specifications will be replaced by Arena One with like equivalent that will be in a like new or refurbished condition, subject to the following limitations. Arena One shall have the right to reject any request for replacement Equipment where the returned Equipment has failed due to Customer's reckless or, in Arena One's sole discretion, unreasonable use. Further, Arena One may decide in its sole discretion to reject any request for replacement Equipment where Customer is not acting in good faith, or where the Customer has a history of excess failures or requests for replacement. Equipment that is lost or stolen while in the care, custody and control of Customer shall not be replaced by Arena One in the manner described above and Arena One shall have no liability for such Equipment. In such instances, Customer will need to procure replacement Equipment from Arena One at the then current Arena One list price. The occurrence of lost or stolen Equipment does not extinguish Customer's obligations in the Agreement.
 - ii. Shipping Costs: Arena One will pay for return and replacement shipping for any Equipment failures that are due to manufacturer defects or otherwise through normal business use of the Equipment. Customer will be responsible for the shipping costs to and from Customer site for Equipment which has failures caused through accidental damage or lack of reasonable care. Customer should ship via certified mail or retain tracking information when returning Equipment. Arena One will not assume liability for lost or missing return shipments without proof of delivery from the carrier used.
 - iii. RMA Process: Customer must contact Arena One to obtain a Return Material Authorization Number ("RMA Number") before taking any return or replacement action. No return of Equipment will be accepted by Arena One without an RMA Number obtained from Arena One. All returned Equipment must be shipped clearly marked with an RMA Number and be accompanied by a complete description of the nature of the defect. All Equipment must be returned as originally provided by Arena One. Missing Equipment items may incur further charges or, if applicable, less of a refund.
- b. No Use of Uncertified Equipment. The Service is intended for use with Arena One-provided or Arena One-certified equipment only. Arena One reserves the right to terminate or suspend a Service or the Agreement if other equipment is used by Customer without prior written approval by Arena One.

26. TECHNICAL SUPPORT. The person in charge of Customer's account shall be solely responsible for providing all technical support related to the Service. Arena One shall not be obligated to offer direct technical support to Customer. Any questions, issues, or requests for assistance must be directed to the person above, who Customer acknowledges will handle all technical support inquiries. Customer understands and agrees that Arena One shall not be liable for anything having to do with technical support for a Service and Customer further agrees to hold Arena One harmless from and against any claims arising out of or related to technical support for a Service.

27. UNAUTHORIZED USE OF SERVICES. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under the Agreement. Arena One reserves the right, but is not required, to take any and all action it deems appropriate, including blocking access to particular calling numbers or geographic areas, to prevent or terminate any fraud or

abuse in connection with the Services or any use thereof. Customer remains responsible for its own network security and security violation response procedures. Arena One Customer understands and acknowledges that no Service is guaranteed to ensure Customer's network security or to prevent security incidents, and that Arena One is not responsible for any unauthorized third party or Customer employee access to Customer's facilities and data.

28. **TERMS OF USE.** Customer's use of the Services is subject to the terms of the Acceptable Use, Privacy, Emergency Services (911/E911) and all other policies available at arenaone.io/legal. These policies may be updated from time to time by Arena One upon notice to all Customers by posting on the Arena One website.
29. **ADDITIONAL CUSTOMER RESPONSIBILITIES.** Customer shall supply space, equipment, network, wiring, electrical power, and environmental conditions suitable for the provision of the Services. Customer shall not, without the prior written consent of Arena One, alter, attempt to repair, or remove any Equipment provided by Arena One from Customer's premises. Customer is solely responsible for maintaining the security of its account, password, files, network and user access. Customer agrees that Arena One does not monitor, review, or restrict information, communications, software, photos, video, graphics, music, sounds, services, or other material from third parties via the Services and Customer bears all risks associated with the same.
30. **USE OF SOFTWARE.** Any software application, including without limitation, the Arena One portal or other Arena One website, and documentation associated with any application as well as any local computer files installed as a result, in each case, provided by or on behalf of Arena One ("Arena One Software"), may be used in object code form only and solely by Customer for Customer's internal business purposes. Customer may not (a) provide, disclose or make Arena One Software available to any third party, or (b) decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the United States Copyright Act) or improvements (as defined by United State Patent Law) from the Arena One Software, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins or other right is granted to Customer in the Arena One Software or in the Arena One trademark, copyright, patent, trade secret or other proprietary rights nor shall any such rights be implied or arise by estoppel with respect to any transactions contemplated under the Agreement.

Arena One may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent Arena One from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by Arena One. Arena One will not be liable for inoperability of the Services or any other Service failures due to failure of Customer to timely implement the required changes.

31. **SERVICE MARKS; TRADEMARKS AND PUBLICITY.** Customer shall not use any service mark or trademark of Arena One, without prior written consent. Arena One shall have the right to disclose Customer's use of the Services in connection with any advertising, promotion, press release or publication.
32. **FORCE MAJEURE.** If either party's performance under these STCs, an Order, Service Addendum or Service Level Agreement or any obligation thereunder (excluding the obligation of payment under the Agreement) is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, epidemics, pandemics, quarantines, public health emergencies, fire, explosion, vandalism, cable cut by a third party, earthquake, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government, or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of anyone or more such governments, or of any civil or military authority, or by national emergency, insurrection, riot, terrorism, war, accident, strike, lockout or work stoppage or other labor difficulties, or supplier failure, shortage, breach or delay, then the affected party shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. The affected party shall use reasonable efforts under the

circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

33. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable laws in connection with the Agreement, including the United States Foreign Corrupt Practices Act and similar anti-bribery and anti-corruption laws of other nations, all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer is solely responsible for compliance related to the manner in which it chooses to use the Service, including transfer and processing of content and the provision of content to any users.
34. **THIRD PARTY BENEFICIARIES.** The Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement. Notwithstanding the foregoing, an Arena One underlying service provider may be third-party beneficiary for sole purpose of enforcing any terms of the Agreement that specifically apply to such Arena One underlying service provider.
35. **GOVERNING LAW; VENUE.** All matters arising out of and relating to the Agreement (including these Standard and Terms and Conditions) shall be governed by and construed and enforced in accordance with the laws of the State of Pennsylvania without regard to its choice of law principles. Any action that is or may be commenced by any party pertaining to the Agreement and the subject matter thereof, shall be commenced in a federal or state court located in the county of Montgomery, the state of Pennsylvania. The parties hereby consent to the jurisdiction of such court, waiving objection to forum non conveniens and personal jurisdiction. Each Party irrevocably and unconditionally waive the right to trial by jury in any action, suit, or proceeding of any kind or nature in any court to which they become parties relating to the Agreement.
36. **NOTICE.** All notices, requests, or other communications shall be in writing and either transmitted via overnight courier, electronic mail, facsimile, hand delivery, certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices shall be deemed to have been given when received (or delivery refused).

To: Arena One Operations Center

Arena One, LLC
751 Arbor Way #150
Blue Bell, PA 19422
Attn. Contract Administration

To: Customer: At the billing address indicated in the Agreement.

Either party may change its address by providing notice of such address change to the other party in the manner set forth above.

37. **NO WAIVER.** The failure to enforce any part, provision or term of the Agreement will not act as a waiver of any right contained in any provision or term in any other document that is or becomes part of the Agreement including these Standard Terms and Conditions.
38. **SEVERABILITY.** If any provision under the Agreement is declared or held to be invalid, illegal or unenforceable, all of the foregoing shall be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of either or both shall remain in full force and effect, provided that the modification is consistent with the original intent.
39. **ENTIRE AGREEMENT.** These Standard Terms and Conditions, all Orders, Service Addendums, Service Level Agreements (and any attachments, or other documents incorporated therein by reference) constitute the entire agreement with respect to the Services

provided pursuant to the Agreement and supersede all other representations, understandings or agreements that are not expressed herein or therein, whether oral or written.