



MASTER SERVICES AGREEMENT

Terms and Conditions for Services

SPECIAL ATTENTION IS DRAWN TO #11 (CLIENT CARE) #15 (e911) #24 (termination)

1) Introduction: This Master Service Agreement ("MSA") is entered into and binding between Clarity Technologies Group, LLC, ("CLARITY")

And _____ ("CLIENT").

This MSA describes the services provided to the CLIENT, defines the terms and conditions under which such services are provided, and specifies each party's responsibilities.

Definitions for purposes of this MSA, the following terms shall have the definitions assigned herein.

- "CLIENT" shall mean the individual or individuals ordering the service at the physical address listed on the Sales Order.
- "CLIENT CARE" shall mean technical and billing support services provided to CLIENT for the service and/or the equipment.
- "Equipment" shall mean the electronic equipment required to receive the service and may include gateways, routers, switches, and/or other electronic devices and the associated cabling and activation and controlling devices.
- "Sales Order" shall mean the document provided by CLARITY may be, but is not limited to being titled Sales Order, Quote or Proposal and defines telecommunications or other monthly or one-time services and/or equipment that will be provided to the CLIENT.
- "Service" shall mean the services provided to CLIENT that may include, but not be limited to, digital phone, internet access, home security, media and video conferencing solutions, network monitoring, virtual fax, and other cloud services or telecommunications services, either individually or in bundled package(s).
- "EUSA" is the End User Service Agreement.

(2) CLIENT & CLIENT Obligations: CLARITY will provide the service to CLIENT according to a Sales Order issued to and signed by CLIENT. At its own expense, CLIENT shall provide all necessary preparations required to connect to the services and comply with CLARITY'S installation and maintenance specifications for delivery of the services. CLIENT shall be responsible for the costs of any relocation or removal of original services resulting from CLIENT's actions in addition to the costs for the original service until such time as the service is active. CLARITY strongly recommends that CLIENT orders and maintains a static IP(s) with the original Sales Order. In the event, CLIENT is in breach of this voice services agreement, or any other agreement, any remaining term of the original Sales Order shall be due immediately, and CLARITY may terminate the service to CLIENT.

CLIENT's signature on the Sales Order requesting service and any equipment associated herewith is an acknowledgment of receipt and acceptance of the terms and conditions of this MSA. All terms and conditions of the EUSA applies to this order as well. The EUSA may be found at:

<https://claritytg.com/wp-content/uploads/2019/10/Master-Clarity-EULA-No-Signatures-03-01-2018.pdf> .

Any other change orders submitted electronically or by phone altering the terms and conditions of individual components of the service provided would be subject to the provisions set forth in this MSA.

3) Term: This agreement shall commence on the effective date of the Sales Order and shall remain in effect throughout the service term specified on the Sales Order or other document engaging CLARITY'S services. Services will auto-renew on the dated anniversary of the Sales Order; the CLIENT being notified by electronic mail of any such renewal. The CLIENT must notify CLARITY of non-renewal at least 30 days before the dated anniversary of service installation (service start date), or the term will auto-renew for one (1) additional year.

4) Description of Service: CLIENT agrees to purchase the CLARITY Communication Services, CLARITY VoIP Services, CLARITY Data Services, and any other services offered by CLARITY to the CLIENT described in the attached Sales Order or any subsequent Sales Order (the "Services").

5) Payment for Service and Equipment: CLIENT shall pay the fees and charges set forth in the applicable Sales Order or an addendum to Sales Order, which shall include the costs of third-party services or products, including increases thereto (collectively, the "Fees"). Fees shall be invoiced together with any applicable sales, use or other taxes at the beginning of each month during which the services are to be provided or at the end of the month if the services are usage based. Payment for non-recurring charges associated with phone equipment, licenses and set up are required in full prior to the scheduled date of service installation.

Payment for monthly recurring charges is due under specific contractual terms as specified in the accompanying Sales Order. If payment is not received within seventy-two (72) hours of becoming past-due services may be suspended and/or terminated. CLARITY has the right to suspend services for any invoice which is more than 5 days past due. A \$50 reconnect fee per account will be required to reconnect service. CLARITY may at its discretion terminate this agreement if CLIENT is suspended or terminated 2 or more times within 1 year. CLIENT shall be liable for any unpaid terms of the Sales Order and/or attorneys or collection agency fees incurred by CLARITY in connection in addition to the unpaid term of the sales order. If CLIENT is delinquent in its payments more than two times, CLARITY will require a full 2 months of payment for any services tendered or require other assurances to secure CLIENT's payment obligations hereunder.

CLIENT acknowledges that if there is hardware provided by CLARITY at no cost to the CLIENT, including but not limited to phones, service termination devices, routers and switches are the sole property of CLARITY and are provided as a part of the services provided to the CLIENT. CLIENT is responsible for the reasonable use of the CLARITY provided hardware. CLIENT acknowledges that any and all CLARITY provided hardware will be returned to CLARITY in reasonable working condition within 14 business days of the termination of CLARITY services. CLIENT is responsible for shipping and any associated costs for the safe return of the hardware.

6) Additional Charges: International calling plans are available, otherwise current per minute rates apply. International plans are disabled by default for security. For current international rates contact your account manager or visit <https://Claritytg.com/rates>

CLIENTS which use a toll-free number must pay for any inbound toll-free calls. For bundled toll-free calling contact your account manager, otherwise inbound toll-free traffic is billed at _____ cents per minute plus an applicable monthly access fee per toll-free number.

7) Taxes. CLIENT will pay all taxes or other governmental fees and charges, if any, which are assessed and shall be added to fees for service.

8) Administrative Fees. CLARITY may charge fees that arise in specific circumstances. This list is not exclusive, and CLARITY reserves the right to modify these fees or charge additional fees. CLIENT will pay the following fees when they are applicable:

- a. Account Activation Fee: CLARITY may charge a fee of up to \$250.00 prior to or upon activation of any component of the service.
- b. Late Fee: If CLARITY suspends service more than two times for non-payment, a security deposit, amount of which will be determined at the full discretion of CLARITY and which may be at least one month of service, will be required to reactivate service.
- c. Change of Service Fee: If the service is changed to a lower-priced package, CLARITY may charge a fee of \$10.00.
- d. Phone Payment Fee: If CLIENT elects to pay any outstanding balance over the telephone with a CLARITY CARE agent, CLARITY may charge a service fee of \$10.00.
- e. Deactivation Fee: If CLARITY deactivates service because of failure to pay or for some other breach on the CLIENT's part, CLARITY will charge a fee of \$50.00.
- f. Returned Payment Fee: If any bank or other financial institution refuses to honor any payment submitted to CLIENT's account, CLARITY may charge CLIENT a fee of \$35.00. CLIENT acknowledges that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense incurred due to unsatisfied payment.
- g. International Calling Fee. CLIENT's which require international calls may be, at the full discretion of CLARITY, assessed a \$100 security deposit. This fee is not related to and may be in addition to international fees noted in Section 6, above.

9) Billing Statements. CLARITY will email a statement, on or within two (2) days after the last day of the billing month. Statements will show: (1) payments, credits, purchases, and any other charges to the account, (2) the amount owed to CLARITY, (3) the payment due date, and additional information as required. CLIENT agrees to allow CLARITY to make automatic credit or debit card payments on CLIENT's account on or about the due date.

Questions About Billing Statements. Disputed portions shall be considered owed to CLARITY until an internal investigation is completed. CLARITY has full discretion in dispute resolution, and you agree that any invoices generated will be paid in full on due date until an internal investigation is performed.

10) Billing. CLIENT agrees to pay international long-distance rates on a per minute

and per country basis for calls terminating outside of the US domestic and Canadian calling area. CLIENT agrees to pay all associated toll-free charges for inbound calling. CLIENT agrees to pay all directory assistance charges.

CLIENT is responsible for any taxes, duties, fees, or surcharges that are imposed or authorized by regulatory and governmental entities, including but not limited to sales, use, gross receipts taxes, surcharges, franchise fees, occupational, excise, universal service (state and federal) taxes and surcharges and shall pay to CLARITY or reimburse CLARITY for amounts paid by CLARITY relating to services provided to CLIENT.

Billing for CLARITY provided services including all associated fees and charges commences upon the activation of the specified products and services. Invoices shall be provided to CLIENT via electronic mail unless otherwise requested.

Collection Costs. To the extent permitted by law, CLIENT will pay CLARITY for any costs and fees incurred to collect all amounts owed pursuant to the terms of this MSA including reasonable attorneys' fees, court costs, and collection agency fees.

11) CLIENT CARE. CLARITY will provide CLIENT CARE to CLIENTS to address questions or issues about the service as defined in this section. CLARITY'S goal is 99.999% uptime with a four (4) week notice for any maintenance. CLARITY'S goal is to perform maintenance only after 12:00am EST and or on weekends.

Commercially reasonable efforts will be made to notify all CLIENTS of any interruption in service prior to such interruption.

12) CLIENT CARE Availability.

- a. On-Line CLIENT CARE: CLARITY'S CLIENT CARE is available 24 hours a day, 7 days a week. CLIENTS can access CLIENT CARE services via the Internet at CLARITY'S CLIENT CARE web site located at <https://portal.claritytg.net/>
- b. Email CLIENT CARE: CLIENT CARE is available via email by sending a request to support@Claritytg.com
- c. Telephone CLIENT CARE: Telephone CLIENT CARE is available 24/7 by calling 800-354-4160.

13) Items Supported: CLARITY will provide CLIENT CARE on all equipment and hardware sold or installed by CLARITY required to provide the service. CLARITY'S support of equipment or hardware is limited to the manufacturer's warranty on any item. Support of any equipment outside manufacturer's warranty may include charges to CLIENT including, but not limited to, delivery fees, installation fees, service call fees, and/or support fees.

14) CLIENT CARE Fees: CLIENT CARE will be chargeable to the CLIENT at then-current rates in the following situations:

a. Service Calls: A service call charge will apply in each situation where on-site CLIENT CARE is required to:

- 1) repair or replace equipment that is out of warranty or is

within the manufacturer's warranty but is damaged or destroyed because of CLIENT's action or inaction or:

2) install new or replace old equipment.

b. Installation: An installation fee will apply in each situation where technical assistance is provided, whether on-site or remotely for any reason such as to install equipment or hardware.

c. EXTENSIVE CARE: An EXTENSIVE CARE charge may apply in situations where CLIENT extensively utilizes CLIENT CARE in excess of typical service. CLIENT will be notified of such charges and given the opportunity to decline CLIENT CARE.

d. Manager Escalation Procedure: Should a CLIENT require to elevate a support inquiry, any CLIENT CARE agent will, upon request, connect CLIENT to a CLARITY manager.

e. Warranty Services. CLIENT agrees that the Service does not include any warranty services or other services that CLARITY might provide separately, including, without limitation, any fee-based or other warranty programs.

15) **911 Emergency Services:** Emergency 911 Services. Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), 48-49, and Section 9.5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."

BECAUSE CLARITY IS PROVIDING CLARITY VOIP SERVICES TO YOU; THE CLIENT, CLARITY IS OBLIGATED TO MAKE CERTAIN DISCLOSURES TO YOU, REGARDING 911 SERVICES, AND TO OBTAIN AND RETAIN YOUR ACKNOWLEDGMENT OF HAVING RECEIVED AND UNDERSTOOD THESE DISCLOSURES. CLARITY REQUESTS THAT EACH CLIENT SIGN AND RETURN TO CLARITY THE ACKNOWLEDGEMENT AT THE END OF THIS MSA TO ACKNOWLEDGE THAT YOU UNDERSTAND THE LIMITS OF THE 911 CAPABILITIES OF CLARITY TECHNOLOGIES GROUP, LLC, CLARITY VOIP SERVICES, AND TO ACKNOWLEDGE THAT YOU WILL INFORM YOUR END-USERS OF THESE LIMITATIONS.

16) Internet Connection Acknowledgement: CLIENT acknowledges that should it be determined that the CLIENT's DSL, Cable broadband, and/or other internet service fails to support the CLIENT's service requirements by (i) inadequately meeting service delivery latency and service performance requirements causing call quality and service interruption or (ii) not providing sufficient capacity to support the concurrent calls CLIENT fully accepts that their existing broadband connection may cause call quality issues and will not hold CLARITY responsible for such issues. If CLIENT does not qualify for a better internet connection or declines to sign up for an available one, CLARITY reserves the right to terminate the CLIENT agreement with thirty (30) calendar day notification. No service refunds of either monthly or non-recurring charges will be provided by CLARITY to the CLIENT, and all termination, cancellation and minimum term commitment fees normally associated with early service

termination will apply per this agreement between the CLIENT and CLARITY.

17) **Acceptable Use Policy.** CLARITY offers several calling plans and features which gives CLIENTS the freedom to make calls without the minute limits associated with many calling plans. However, because unlimited calling plans and features may be subject to abuse, fraud or unreasonable exploitation, CLARITY has prepared this Acceptable Use Policy ("Policy") for CLIENTS. Violation of this policy is a breach by CLIENT and may lead to service termination. This policy provides guidance regarding impermissible and unreasonable uses of CLARITY services and features, and a summary of CLARITY'S rights if impermissible or unreasonable usage is identified.

a. **Normal Use.** CLARITY'S unlimited calling plans and features are intended solely for normal commercial use by small and medium businesses. CLARITY Voice Services are designed only for continuous live dialog between two individuals. Unusual calling patterns and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. CLARITY'S service may not be used for autodialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom, or transcription service without written approval prior to such usage.

b. **Lawful and Appropriate Purposes.** CLARITY'S service and related devices may not be used in any way that is illegal, fraudulent, improper or inappropriate. It is prohibited to use any automated means to manipulate the service, use the service to violate any law, rule, or regulation, violate any third party's intellectual property or personal rights or exceed permitted access to the Service.

c. **CLARITY'S Rights.** CLARITY reserves the right to review a CLIENT's account if account usage is beyond normal standards, impermissible or detrimental to our operations or other CLIENTS ability to optimally use the service. If CLARITY determines unreasonable usage is occurring, immediate mandatory transfer to an appropriate plan, suspension or termination of the Service will occur. CLARITY may assess abnormal usage based on comparisons to the usage patterns and levels of other CLIENTS. A reasonable effort will be made to provide notifications by email and/or telephone to remind the CLIENT of this policy, terms of service and of any potential unreasonable use in order to allow the improper usage to be corrected. Failure to promptly contact CLARITY in response to any notifications regarding account usage and/or failure to promptly correct usage activity to conform to normal use will also result in CLARITY'S right to exercise any of the actions outlined above. If CLARITY believes that the service has been used for an unlawful purpose, CLARITY may forward the relevant communication and other information, including the account holder's identity, to the appropriate authorities for investigation and prosecution.

d. **Average use** is defined as not more than 1000 minutes per extension.

e. **Changes.** CLARITY reserves the right to change this Policy at any time. Changes shall become effective when a revised Policy is posted to CLARITY'S website.

18) Conditions and Restrictions: Other than those rights expressly granted herein, CLARITY grants to CLIENT no other rights to the services, express or implied, and CLARITY reserves all rights in the services not expressly granted herein. CLIENT agrees that it shall not, nor shall it permit others to: (a) alter, adjust, repair or circumvent any aspect of the services; (b) use or allow the use by CLIENT personnel or third-party agents or representatives of the services or performance data for the development or modification of new or existing CLIENT or third-party product lines, analysis reports or for public release.

Additionally, CLIENT shall not use, nor shall it permit others to use the Services: (a) for any unlawful, invasive, infringing, defamatory, fraudulent or obscene purpose; (b) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption (c) so as to interfere with the use of the CLARITY or connectivity partner network by other CLIENTS or authorized users; or (d) in violation of the acceptable use policies of CLARITY'S service providers, including its backbone providers. If CLIENT, or a third party through CLIENT, violates any of the foregoing prohibitions, CLARITY may immediately suspend the services and/or terminate this Agreement and CLARITY shall be due by CLIENT the immediate full balance of any remaining months in the term.

19) Service Interruptions: Service may be interrupted from time to time for a variety of reasons. CLARITY is not responsible for any interruptions of service that occur due to acts of God, power failure, viruses, non-payment to 3rd parties, equipment failure, downstream/upstream Internet and/or IP providers or any other cause beyond CLARITY'S immediate reasonable control.

20) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CLARITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, REGARDING ANY SERVICE OR EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. ALL SALES ARE FINAL – 30 DAYS CERTIFIED MAIL NOTICE TO CANCEL REQUIRED – CANCELLATION BEFORE TERM EXPIRES MAKES DUE THE IMMEDIATE BALANCE OF ANY UNUSED MONTHS. OTHER TERMINATION FEES MAY APPLY.

21) Limitations of Liability. CLARITY IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE EQUIPMENT OR SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, CLARITY'S TOTAL LIABILITY FOR DAMAGES OR LOSSES TO CLIENT AND ANY OTHER PERSONS RECEIVING THE SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT CLIENT HAS PAID TO CLARITY FOR THE SERVICE THAT CLIENT RECEIVED DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS.

THIS LIMITATION DOES NOT CONSTITUTE A LIMITATION IMPOSED BY A COURT OF LAW.

22) Changes to Service by CLIENT: If CLIENT terminates service prior to the end of the contract or service term, as specified in the Sales Order, for any reason other than breach of this MSA by CLARITY, and concurrently submits a new Sales Order for Services of the same or greater value over the same or greater term, early termination of such service will not be considered a breach of this MSA. However, CLIENT will pay any unpaid amounts for the terminated service through the date of termination and any

additional charges associated with disconnecting or changing the terminated service.

23) Governing Law and Jurisdiction. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of New Jersey and the United States, without giving effect to otherwise applicable principles of conflicts of law. Nothing contained herein shall prevent or delay a Party from seeking specific performance or other equitable remedies in the event of any breach or intended breach by any other Party of any of its obligations hereunder. Each of the Parties agrees that the state and federal courts located in Morris County, in the State of New Jersey shall have the exclusive jurisdiction to adjudicate any disputes between the Parties that are not otherwise resolved, and each Party hereby agrees to submit to the jurisdiction of such courts.

24) Breach and Termination: Either party may terminate this MSA upon breach by the other party without incurring terminating liability, provided that, prior written notice is given to the breaching party which specifies the circumstances which may lead to termination and allows thirty (30) days to remedy such circumstances, or a longer period of time if mutually agreed upon (Cure Period), and the breaching party fails to cure the circumstances within the cure period. If service is terminated by CLIENT for reasons other than breach by CLARITY and without a replacement Sales Order pursuant to 22, or by CLARITY due to breach by CLIENT, the balance due from CLIENT to CLARITY will be: any unused months of service based on the original service term as specified on the Sales Order, and full payment of any outstanding financed equipment balance.

25) Amendments or Changes to this MSA: CLARITY reserves the right to amend its Terms and Conditions of this MSA at any time. Changes or revisions to this MSA will be deemed effective after providing CLIENT with 30 days' notice by electronic mail of any such changes.

26) Transfer of Rights: The CLIENT is not permitted to transfer the right and obligations arising from this MSA to third parties without CLARITY'S written consent. CLARITY is entitled to transfer the rights and obligations arising from this contract to a third party.

27) Indemnification: You agree to indemnify, defend, and hold harmless CLARITY, its officers, directors, volunteers, employees, agents, advertisers, information providers and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this MSA or any activity related to receipt of service.

28) Severability The provisions of this agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

29) Force Majeure: CLARITY cannot be held liable if the Service or any other services provided by CLARITY are temporarily interrupted, partially restricted or disabled due to force majeure. Force Majeure is defined as natural events of special intensity (avalanche, flood etc.), war, and armed conflict, terrorism, strike, unforeseeable restrictions by authorities, power failure, virus attack, etc.

SIGN THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement.

<p>For Clarity Technologies Group, LLC</p> <p>Name: James R. Foster</p> <p>Title Director of Sales</p> <p>Sign: (Approved for e-mail transmission)</p> <p>Date:</p>	<p>Company Name: _____</p> <p>Name: _____</p> <p>Sign: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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E911 TERMS OF SERVICE

I UNDERSTAND CLAUSE #13 REGARDING LIMITED 911 SERVICE AVAILABILITY AND FURTHER THAT:

- VoIP 911 calls may not connect to the Public-Safety Answering Point (PSAP) or may improperly ring to the administrative line of the PSAP, which may not be staffed after hours, or by trained 911 operators.
- VoIP 911 calls may correctly connect to the PSAP, but not automatically transmit the user's phone number and/or location information.
- VoIP CLIENTS may need to provide location or other information to their VoIP providers, and update this information if they change locations, for their VoIP 911 service to function properly.
- VoIP service may not work during a power outage, or when the Internet connection fails or becomes overloaded.
- E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service.
- I can change my E911 address anytime by emailing support@claritytg.com, calling +1-800-354-4160 and/or by physical mail to our offices at 1347 US Highway 46, Ledgewood, NJ 07853 USA

NAME	SIGNATURE	DATE

E911 REGISTRATION FORM – PHYSICAL ADDRESS OF PHONES

STREET ADDRESS: _____

CITY: _____ STATE: _____

ZIP: _____ SIGNATURE: _____