



# ENTERPRISE CALL BRANDING SERVICE AGREEMENT (Online Only)

This Enterprise Call Branding Service Agreement applies to, and is hereby incorporated into, any Order Form (as that term is defined below). All purchases by Customer and sales by TNS (as those terms are defined below) are expressly limited and conditioned upon acceptance of this Agreement. TNS objects to and rejects any provision additional to or different from this Agreement that may appear in Customer's purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from Customer to TNS, unless such provision is expressly agreed to by TNS in the applicable Order Form.

## 1. DEFINITIONS

The following definitions apply to this Agreement.

- 1.1 **Advice of Risk** means a Service feature that leverages the Caller Name field to overlay a warning to alert the subscriber of a potential spam call.
- 1.2 **Affiliate(s)** means any entity that directly or indirectly controls, is controlled by, or is under common control or ownership with a Party, where "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct, cause or influence the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 **API** stands for Application Program Interface.
- 1.4 **Authenticated Call** means a call received with a Call Event API Query where Service Attributes were delivered.
- 1.5 **Authorized Telephone Number** means a telephone number of Customer that it submits for registration hereunder and that will be used for legitimate calling purposes (as described in this Agreement).
- 1.6 **Business Process Outsourcer ("BPO")** means entities, such as call centers, who are performing business functions on behalf of their clients that include making calls using the Services on behalf of such clients.
- 1.7 **Call Event API Query** means a successful deposit request received via the TNS Call Event API from Customer.
- 1.8 **Carrier** means a TNS-approved carrier provider.
- 1.9 **Customer Data** means any data provided by Customer to TNS hereunder, including Service Attributes.
- 1.10 **EAuth Service** has the meaning set forth in Section 2.3.1 below.
- 1.11 **EBC Service** has the meaning set forth in Section 2.2.1 below.
- 1.12 **Fees** has the meaning set forth in Section 4.
- 1.13 **Intellectual Property Rights** means all intellectual property rights, whether or not registered, including all rights conferred by statute, common law, or in equity in relation to: (i) inventions, patents, and discoveries, whether or not registered, and improvements of products, technology, processes, methods, or

techniques; (ii) copyright (including future copyright) throughout the world, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; (iii) trade secrets, technical data, and know-how; (iv) designs, trade and service marks, business names, trade names, and logos; (v) any business name registration, domain name registration, or social media account; and (vi) any application or right to apply for registration of any of the above.

- 1.14 **Order form** means an order form signed by both Parties specifying the specific Services being purchased by Customer from TNS.
- 1.15 **Reclassifiable Telephone Number** means a Registered Telephone Number for which Customer has requested redress under the Redress Process, and for which TNS agrees to modify its Reputation Score.
- 1.16 **Redress Process** means the process to dispute a telephone number Reputation Score, as further described in the User Guide.
- 1.17 **Registered Telephone Number** means a telephone number within the Territory vetted under an industry-standard framework which is submitted by Customer and approved by TNS for registration by the Service.
- 1.18 **Regulatory Activity** means any regulation and/or ruling, including, without limitation, modifications thereto, by any governmental or quasi-governmental authority, regarding or relating to the business conducted by either of the Parties.
- 1.19 **Reputation Monitoring** means ongoing observance of reputation changes and data insights.
- 1.20 **Reputation Score** means a reputational score assigned to an individual telephone number, as further described in the User Guide.
- 1.21 **Robocalls** are telephone calls made with an auto dialer or that contain a message made with a prerecorded or artificial voice.
- 1.22 **Service** and **Services** means the service or services listed in the applicable Quote provided under this Agreement.
- 1.23 **Service Attribute** means specific data presented by the EBC Service. Service Attributes may include the name, logo, call intent, callback number, physical address, website address of Customer, and/or other content approved by TNS from time to time. Service Attributes are further detailed in the Order Form and the User Guide.
- 1.24 **Service Data** means all data generated by the Service hereunder but excluding Customer Data.
- 1.25 **Service Date** means the earlier of (a) the date TNS has made the Service available to Customer; or (b) the date of the first commercial use of the Service by Customer.
- 1.26 **Service Request Form** means a form supplied to Customer by TNS for the ordering of the applicable Services.
- 1.27 **Spoof Protection Service** has the meaning set forth in Section 2.4.1 below.
- 1.28 **Subscriber** means a person or entity that receives telecommunications service from a Carrier.
- 1.29 **Taxes** means any and all applicable federal, state, and local taxes, including, without limitation, all use, sales, value-added, goods and services, communications, surcharges, excise, franchise, property, commercial, gross receipts, license, privilege, or other similar taxes, levies, surcharges, duties, fees, or other tax-related charges of any applicable jurisdiction, whether

charged against TNS, with respect to the Services, but excluding taxes imposed on TNS's revenues or net income.

- 1.30 **Term** has the meaning provided in the applicable Order Form.
- 1.31 **Territory** means all territories included within the North America Numbering Plan.
- 1.32 **Third-Party Charges** means (a) fees or charges imposed upon the Services by a third party (including, but not limited to, a Carrier) as a result of Service usage by Customer, and (b) fees or charges incurred as a result of Regulatory Activity, charged at any time where such fees or charges are beyond the control of TNS.
- 1.33 **TN Insights Service** has the meaning set forth in Section 2.1.1 below.
- 1.34 **User Guide** means the operational forms and guidelines provided to Customer by TNS which govern the Services provided hereunder, as the same may be updated from time to time.
- 1.35 **Verified Calls** means calls which have been verified either by a Carrier providing TNS information indicating that a telephone number has been successfully authenticated during a call event or by another process acceptable to TNS in its reasonable discretion.

## 2. **SERVICES**

The Services available under this Agreement are described below. Customer must complete a Service Request Form provided to Customer by TNS to specify the applicable Services being purchased by Customer as well as Customer's requested configuration of the Services, which form will only be effective when accepted by TNS. For any modification of the configuration of the Services, Customer must submit a new Service Request Form. No Services are included other than those listed in Service Request Forms accepted by TNS.

### 2.1 **TN Insights Service.**

2.1.1 **Service Description.** This Service (the *TN Insights Service*) allows Customer to submit to TNS, for registration and Reputation Monitoring, telephone numbers that it legitimately uses to originate calls to its own customers. Customer will submit to TNS its initial list of telephone numbers, along with additional required information as described in the User Guide. TNS will register the telephone numbers on such list for Reputation Monitoring by the TN Insights Service; *provided*, however, that telephone numbers with an initial Reputation Score of -3 or -4 will not be registered, but may be subject to the Redress Process (explained below).

2.1.2 **Reputation Monitoring and Alerts.** The TN Insights Service provides Reputation Monitoring for call activity originating from the Registered Telephone Numbers that traverse its network and will alert Customer if the TN Insights Service indicates that outbound calling activity from a Registered Telephone Number warrants an adjustment to such Registered Telephone Number's Reputation Score. TNS will send alerts to Customer on the same day as the adjustment.

2.1.3 **Additions or Deletions to Registered Telephone Numbers.** Customer may submit additions or deletions to the list of Registered Telephone Numbers using the procedure set forth in the User Guide. TNS will comply with each such request within 5 business days after

its receipt thereof. For any new telephone numbers added to Customer's list of Registered Telephone Numbers (subject to the restrictions set forth in Section 2.1.1 above), TNS will provide a supplemental report to Customer of the Reputation Score of those added telephone numbers that have a Reputation Score.

**2.1.4 Redress Process.**

**2.1.4.1 Submission of Request for Redress.** Upon receipt of the initial TN Insights Report (as described below), a registration result notification, or an alert identifying a negative Reputation Score for a particular registered telephone number, Customer may dispute such negative Reputation Score if it has reason to believe it is unwarranted. If Customer so disputes the negative Reputation Score, Customer will submit a request for redress to TNS, providing additional information as needed to demonstrate that the call activity originating from that telephone number was legitimate and otherwise complied with all laws and regulations (including, but not limited to, the Telephone Consumer Protection Act of 1991, the Truth in Caller ID Act of 2009, and the Fair Debt Collections Practice Act), or that the call activity originating from that telephone number which resulted in the negative Reputation Score should not be attributed to its telephone number because it was illegally spoofed by a third party. This redress process can be initiated by emailing TNS at [cgdatastrategy@tnsi.com](mailto:cgdatastrategy@tnsi.com).

**2.1.4.2 Review.** Within 3 business days after its receipt of such notice of a request for redress, TNS will (a) make a final determination of such request for redress and communicate its decision to Customer, along with the associated information regarding the appropriate Reputation Score to be assigned to the telephone number based on its analysis of recent call activity and the information presented by Customer; or (b) notify Customer that additional information is needed to make such a determination, along with details on what information is needed from the Customer; subsequently TNS will make a final determination within three business days after receiving such supplemental information. If Customer submits a request for redress that includes more than 20 telephone numbers, the Parties will mutually agree on an adjusted delivery date for final determination. The final determination will be in the sole discretion of TNS.

**2.1.4.3 Results of Determination.**

**2.1.4.3.1 Non-Reclassifiable Telephone Numbers.** If TNS's final determination is that a telephone number submitted for redress will maintain its negative Reputation Score, then (a) if such telephone number has a Reputation Score of -2 or -1, such telephone number will remain a Registered Telephone Number with such negative Reputation

Score; and (b) if such telephone number has a Reputation Score of -3 or -4, such telephone number will not be registered by TNS.

**2.1.4.3.2 Reclassifiable Telephone Numbers.** For each telephone number for which TNS's final determination is that such a telephone number is a Reclassifiable Telephone Number, TNS will cause the Service to initially improve the Reputation Score (signifying a non-blockable reputation) to such Reclassifiable Telephone Number; *provided*, however, that if TNS is unable to cause such reclassification, then notwithstanding the Reputation Score, TNS will register the telephone number for Reputation Monitoring as described herein without making any changes to the Reputation Score, and will notify Customer of such action.

**2.1.5 TN Insights Report.** The TN Insights report provides a comprehensive view of calling for all Registered Telephone Numbers. One complete report is included with initial setup. Customer may also request a monthly report subject to the fees set forth in Attachment 1. Additionally, a premium report, which compares Customer to their business sector, is available at an additional charge as set forth in Attachment 1. See the User Guide for report details and generation process.

**2.2 Enterprise Branded Calling Service.**

**2.2.1 Service Description.** This Service (the *EBC Service*) allows Customer to submit Authorized Telephone Numbers to TNS for registration by the EBC Service, subject to approval by TNS. For Registered Telephone Numbers, TNS will present Service Attributes to which the Customer has subscribed hereunder associated with the Registered Telephone Numbers on the devices of Subscribers, subject to the capabilities of the receiving device. TNS will also provide Customer access to certain data analytics associated with its Registered Telephone Numbers as well as records on which Service Attributes were presented or displayed, as detailed in the User Guide.

**2.2.2 Service Attributes.**

**2.2.2.1 Authorized Service Attributes.** Authorized Service Attributes are set forth in the Order Form and are further described in the User Guide. TNS may make additional Service Attributes available to Customer from time to time. Certain Service Attributes will only be displayed in connection with Verified Calls.

**2.2.2.2 Displaying Service Attributes.** TNS will, subject to its reasonable discretion, cooperate with Customer to display Service Attributes to called parties and to address issues related to telephone numbers, as further described in the User Guide.

**2.2.2.3 Right to Reject Service Attributes.** All Service Attributes are subject to TNS's approval and TNS reserves the right to reject any Service Attributes, at any time, for any reason whatsoever, including, without limitation, TNS's belief that a Service Attribute is inappropriate or offensive, or may subject TNS to civil or criminal liability.

**2.2.3 Customer Data.**

**2.2.3.1 Required Customer Data.** During the registration process and as requested thereafter by TNS from time to time, Customer will be required to provide to TNS certain data regarding telephone numbers submitted for registration in order for TNS to provide the EBC Service. Such data may vary depending upon the Service Attributes presented by the EBC Service. To the extent Customer does not provide such required data, TNS will not be required to provide the EBC Service. All such required data submitted by Customer will be considered Customer Data.

**2.2.3.2 Optional Customer Data.** In addition, Customer may also, in its sole discretion, provide to TNS additional optional data regarding telephone numbers submitted for registration. All such optional data submitted by Customer will be considered Customer Data.

**2.2.3.3 Accuracy of Data.** Customer will use its commercially reasonable efforts to facilitate the completeness and accuracy of all data provided by Customer to TNS hereunder.

**2.2.3.4 Content.** To the extent Content is included in the Service: (a) Customer will provide the URL for the applicable content to TNS for review and approval by TNS and the relevant Carrier to ensure that the submitted content is fully vetted and meets best practices; (b) Customer may make changes to the submitted content from time to time by following the procedure set forth in the User Guide, and (c) once content is accepted, the content Service Attribute will be delivered subject to the following conditions:

- The content Service Attribute will only be delivered for Verified Calls.
- The content Service Attribute will only be delivered for calling telephone numbers pre-approved by TNS.
- The content Service Attribute will only be delivered to capable devices.

The content Service Attribute requires the purchase of EAuth Service or Spoof Protection Service (as each is defined below).

**2.2.4 Acceptable Use Policies.** Customer will comply with the Acceptable Use Policies set forth in one or more Exhibits to this Agreement to the extent applicable to Customer's use of the Services.

**2.2.5 Suspension.** TNS may refuse to provide the Service for Customer, or as to any particular telephone number of Customer, if TNS determines, in its sole discretion, that Customer is not complying with all applicable laws and regulations or the terms of this Agreement.

### 2.3 **Enterprise Authentication Service.**

**2.3.1 Service Description.** This Service (the *EAuth Service*) allows Customer to submit Authorized Telephone Numbers to TNS for provisioning by the Service, subject to approval by TNS. For provisioned telephone numbers for the EAuth Service, TNS will apply special call treatment as follows, subject to the capabilities of the receiving device:

- For calls that are not a Verified Call, **TNS will mark Advice of Risk for those calls.**
- A call is determined to be a Verified Call only if the calling number has a successful Call Event API Query from Customer.

### 2.4 **Spoof Protection Service.**

**2.4.1 Service Description.** This Service (the *Spoof Protection Service*) allows Customer to submit Authorized Telephone Numbers to TNS for provisioning, subject to approval by TNS (. For provisioned telephone numbers for the Spoof Protection Service, TNS will apply special call treatment as follows, subject to the capabilities of the receiving device:

- For calls that are not a Verified Call, **TNS will block such call.**
- A call is determined to be a Verified Call only if the calling number has a successful Call Event API Query from Customer.

**2.4.2 Additional Requirements.** Spoof Protection Service requires TNS to vet Authorized Telephone Numbers. Customer will cooperate with TNS in such vetting process as specified in the User Guide or as TNS otherwise instructs Customer in writing from time to time.

### 2.5 **Additional Terms and Conditions.**

**2.5.1 User Guide.** Customer agrees that it will adhere to the User Guide for each Service as provided by TNS to Customer and as updated by TNS from time to time, to the extent such terms are reasonable and do not conflict with this Agreement.

**2.5.2 Service Availability.** As applicable, certain Services are only available for calls where TNS receives a query from the terminating Carrier.

**2.5.3 Affiliates.** Notwithstanding anything to the contrary contained herein: (a) Services may be used by any Affiliates of Customer approved by TNS, and Customer will ensure that all such Affiliates comply with the terms and conditions contained herein applicable to Customer and will be liable for any breach thereof by an Affiliate, and (b) Customer and any of its approved Affiliates may use the Services on behalf of their clients when acting as a BPO.

## 3. **TERM AND TERMINATION**

**3.1 Initial Term.** The initial term of the Services will be as provided in the applicable Order Form.

**3.2 Termination for Breach.** If either Party (a) fails to perform or observe any material term or condition of this Agreement within 30 days after receipt of written notice from the other Party of such failure, or (b) files for protection under applicable bankruptcy or insolvency laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under the bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within 60 days of the filing thereof, then the other Party may terminate this Agreement

immediately. In addition, TNS may immediately terminate this Agreement if Customer fails to pay any outstanding charges due to TNS within 10 days after receipt of written notice from TNS of such failure. In the event of any termination, Customer will be liable for all Fees and charges incurred as of the date of termination.

4. **FEES, TAXES, AND PAYMENT**

The fees for the Service are set forth in the Order Form. All Fees are in US dollars and are exclusive of any applicable Taxes, which will be separately stated and included on each monthly invoice. Customer will pay TNS such Fees without deduction, setoff, or delay for any reason. Invoices will be issued monthly and are payable within 30 days from the date shown on the invoice. Commencing upon the day after the due date of the invoice, interest will be due and payable by Customer to TNS at the rate of 1.5% per month or the maximum legal rate, whichever is lower. Payments will be applied first to the oldest outstanding amounts. Customer agrees to pay any Taxes due on the Services, unless Customer provides a valid tax exemption certificate, without any deduction or withholding on account of any Taxes. In addition, Customer acknowledges that TNS may pass through Third-Party Charges to Customer. TNS will, upon Customer's request, furnish to Customer documents reasonably necessary to evidence such Third-Party Charges, but only to the extent such materials are reasonably available to TNS.

5. **INTELLECTUAL PROPERTY**

5.1 **Licensing and Use.**

5.1.1 **Service Attributes.** Customer hereby grants to TNS (and any subcontractors TNS engages to provide the Service) a limited, revocable, non-exclusive, non-transferrable, non-assignable, worldwide, fully paid license to display, present, use, reproduce, transmit, and otherwise distribute the Service Attributes in accordance with the Agreement.

5.1.2 **Customer Data.** Customer hereby grants to TNS (and any subcontractors TNS engages to provide the Service) a limited, revocable, non-exclusive, non-transferrable, non-assignable, non-sublicensable, worldwide, fully paid license to use the Customer Data only for the Term and only as necessary for TNS to provide the Service to Customer hereunder, including specific Service Attributes, and for no other purpose or under any other condition whatsoever; provided, however, that with respect to business category information provided by Customer to TNS during the registration process, (a) TNS may use such information to improve the Service algorithms, and (b) TNS may use such business category information to identify calls via other TNS services during and after the Term. TNS acknowledges and agrees that as between TNS and Customer, the Customer Data provided by Customer hereunder is, and at all times will remain, the property of Customer.

5.1.3 **Service Data.** Customer acknowledges and agrees that the Service Data generated by TNS hereunder is, and at all times will remain, the property of TNS.

**5.2 Ownership.** Except as expressly provided herein, nothing in this Agreement will create any right of ownership or license in or to the Service, Confidential Information, Intellectual Property Rights (defined below), or any other property of the other Party. As between Customer and TNS, Customer acknowledges that all Intellectual Property Rights in the Services belong to and will belong to TNS, and that Customer will have no rights therein or thereto.

## **6. CONFIDENTIALITY**

**6.1 Definition. Confidential Information** means information (whether disclosed verbally, in writing or otherwise, and whether of a business, technical, or other nature) disclosed by one Party (the **Discloser**) to the other Party (**Recipient**) that has been designated as confidential or that, given the nature of the information and/or the circumstances surrounding its disclosure, should reasonably be considered confidential. Without limiting the foregoing, Confidential Information of TNS will include all information concerning TNS's business, including, without limitation, any TNS technical specifications, deliverables, statistics, analytics, and any information relating to TNS products and services. This Agreement and all Service Data and Customer Data will be considered Confidential Information. Recipient will maintain in confidence Confidential Information and not disclose Confidential Information to any third party (other than its employees, agents, or contractors who have a need to know and who have agreed in writing to obligations as protective of Confidential Information as set forth herein), or use or accumulate such Confidential Information for any purpose other than performance of this Agreement, without Discloser's prior written consent. For the avoidance of doubt, the terms of this Agreement will be deemed Confidential Information of both Parties. Notwithstanding the foregoing: (a) the foregoing restrictions will not apply as to any information that was in the Recipient's possession prior to disclosure thereof by Discloser, that is or subsequently becomes available to the general public other than through a breach by Recipient, or that is independently developed by Recipient without reference to Confidential Information; and (b) Recipient will be permitted to disclose Confidential Information to the extent required by applicable law, regulation, or legal process, provided that it provides prompt written notice to Discloser of any such disclosure and provides reasonable cooperation to the Discloser in connection with any attempt to contest or limit such disclosure.

**6.2 Breach.** Recipient agrees and acknowledges that any breach of this Section 6 will cause irreparable harm to Discloser for which monetary damages will be inadequate. Accordingly, the aggrieved Discloser will be entitled to seek and, if granted, obtain and enforce injunctive or other equitable relief (in addition to any other remedies available to it) to remedy any threatened or actual breach of Section 6 by Recipient without the necessity of posting any bond or proving any harm or damages. In addition, Recipient agrees promptly to advise Discloser in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Discloser to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.

**6.3 Protection Period.** Recipient's obligation under this Section 6 as to any Confidential Information will continue for 2 years after its receipt of such information. Upon the Discloser's request, Recipient will return, or, at Discloser's option, destroy and certify destruction of, all Confidential Information (including any summaries or analyses thereof) in the Recipient's possession.

**7. USE AND RESTRICTIONS ON USE**

Subject to the restrictions set forth in this Agreement, TNS grants Customer a personal, revocable, non-exclusive, non-transferable, limited right to use the Service in accordance with the terms and conditions of this Agreement. As a condition of use of the Service, Customer agrees that it will not: (a) use the Service in an unlawful manner, for an unlawful purpose, or in any manner inconsistent with the terms of this Agreement; (b) infringe TNS's or any third party's Intellectual Property Rights in relation to Customer's use of the Service; (c) provide to TNS, or use the Service to transmit, any material that is offensive, defamatory, libelous, or otherwise objectionable; (d) use the Service in a way that could damage, disable, overload, impair, or compromise TNS's systems or security, or impact or interfere with the use of the Service by others; or (e) provide false or misleading information about Customer or its affiliates.

**8. INDEMNIFICATION**

**8.1 Customer Indemnification.** Customer agrees to indemnify, defend, and hold harmless TNS and its affiliates and each of their employees, officers, and directors from and against (a) any third-party claim arising out of or related to any third-party claim arising from the Customer Data provided by Customer under this Agreement, and (b) any claims that any of the Customer Data, or the use by TNS as permitted hereby, violates any applicable laws.

**8.2 TNS Indemnification.** TNS agrees to indemnify, defend, and hold harmless Customer and its affiliates and each of their employees, officers, and directors from and against any third-party claim arising out of or related to that the Service infringes any United States Intellectual Property Rights (an *Infringement Claim*), to the extent damages are attributable to direct infringement by the Service or agreed to in settlement by TNS. In the event of any Infringement Claim, TNS will have the right, at its sole option, to obtain the right to continue use of the Service or to replace or modify the Service, so that it may be provided by TNS and used by Customer without infringement of third-party United States Intellectual Property Rights. If neither of the foregoing options is available to TNS on a commercially reasonable basis, TNS may terminate the Service immediately upon written notice to Customer, and within 30 days after such termination will pay Customer a termination fee equal to the prorated portion of any Fees (excluding installation and any other non-recurring fees) paid in advance by Customer commensurate with the remaining portion of the service period for which such Fees were assessed and paid. The foregoing indemnity will not apply to any infringement resulting from: (i) any open source or third-party components or products; (ii) any use of the Service not in accordance with this Agreement; (iii) any use of the Service in combination with other services, software, or hardware not supplied by TNS if the alleged infringement would not have occurred but for such combination;

(iv) any modification of the Service not performed by TNS if the alleged infringement would not have occurred but for such modification; or (v) use of an allegedly infringing version of the Service if the alleged infringement could be avoided by the use of a more current version of the Service made available to Customer. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 8.2 CONSTITUTE THE ENTIRE OBLIGATION OF TNS AND THE EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT.

**9. WARRANTIES AND DISCLAIMER OF WARRANTIES**

**9.1 TNS Warranties.** TNS warrants that the Service, as provided by TNS to Customer, will operate substantially in accordance with the description of the Service herein; and that it will provide the Service in a professional manner and consistent with generally accepted industry standards.

**9.2 Customer Warranties.** Customer represents and warrants that (a) Customer holds all necessary rights to permit the use of the Customer Data by TNS for the purpose of providing the Service; and (b) the use, reproduction, distribution, transmission, or display of the Customer Data through the Service will not (i) violate any laws or any rights of any third parties, and/or (ii) contain any material that is unlawful, defamatory, obscene, or otherwise violates any applicable law.

**9.3 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, TO THE SERVICE. TNS EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. TNS DOES NOT WARRANT THAT THE DELIVERY OF THE SERVICE HEREUNDER WILL BE ERROR-FREE, UNINTERRUPTED, OR CONTINUOUS.

**10. LIMITATION OF LIABILITY**

EXCEPT TO THE EXTENT ARISING OUT OF A BREACH OF CONFIDENTIALITY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TNS'S TOTAL AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO TNS UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE.

**11. FORCE MAJEURE**

Excluding payment obligations, neither Party will be liable for any delay or default in the performance of its obligations if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident,

earthquakes, pandemic, epidemic, explosion, telecommunications line failures, electrical outages, network failures, or acts of God (collectively, *Force Majeure*). If performance is delayed by more than 30 days as a result of any Force Majeure, the non-delayed Party will be entitled to terminate this Agreement by written notice delivered at any time prior to the resumption of performance of this Agreement by the other Party.

**12. GOVERNING LAW AND DISPUTES**

This Agreement (a) will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law; and (b) will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. No action, regardless of form, arising out of the Service may be brought more than one year after the cause of action has accrued, except for invoice disputes, which must be brought no more than 60 days after the date the invoice is issued (as listed on the applicable invoice).

**13. GENERAL**

This Agreement, including Acceptable Use Policy Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and prior oral or written agreements with respect to such subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Each Party agrees that it will perform its duties and obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Nothing in this Agreement will be deemed or construed as creating a partnership, joint venture, or any similar relationship between the Parties, and the Parties hereby manifest their explicit intent not to create any such partnership, joint venture, or any similar relationship between the Parties. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other Party, will be void except assignments to a parent company, a wholly-owned subsidiary, or a wholly-owned subsidiary of a parent. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of such Party. TNS may subcontract any or all of the work to be performed by it under this Agreement, but will retain responsibility for the work that is subcontracted. Any notices under this Agreement will be sent to the addresses set forth on the signature page of this Agreement (or in a separate writing) by certified US mail or nationally recognized express delivery service and will be deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving Party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the Parties, and the remaining provisions of this Agreement will remain in full force and effect. Sections 1, 4, 5, 6, 7, 8, 9.3, 10, 12, and 13 will survive any termination of this Agreement. This Agreement may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature page (including, without limitation, copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature

page. Electronically executed versions of a signature page through an electronic signing system (e.g., DocuSign, Adobe Sign, etc.) will also be deemed the same as an original executed signature page.



# ENTERPRISE BRANDED CALLING SERVICE

## Acceptable Use Policy Exhibit: Verizon Wireless

To the extent Customer uses the Service in connection with calls delivering the authorized Service Attributes to Subscribers of Verizon Wireless, the following Acceptable Use Policy will apply.

1. Customer will not use the Service to:
  - (a) engage in any activities that are illegal, abusive, false, fraudulent, deceptive, or misleading or likely to deceive or mislead;
  - (b) engage in any unlawful activities, including, without limitation, unlawful unsolicited advertising or marketing, or any other activities that violate laws applicable to advertising, electronic communications, and telemarketing, including, but not limited to, the Telephone Consumer Protection Act, 47 U.S.C. § 227, and implementing regulations, 47 C.F.R. §§ 64.1200 et seq.;
  - (c) attempt to mislead others as to the identity of the origin of a phone call, including failing to comply with the Truth in Caller ID Act, 47 U.S.C. § 227, and implementing regulations, 47 C.F.R. §§ 64.1600-1605; or
  - (d) transmit any material or content that:
    - is obscene, libelous, defamatory, discriminatory, offensive, unsuitable for minors, or otherwise malicious or harmful to any person or entity;
    - contains hate speech, excessive violence, or profanity;
    - promotes or glamorizes alcohol abuse, illegal drug use, or use of tobacco products;
    - contains strong sexual, explicit, or erotic themes;
    - violates or infringes the intellectual property rights or other personal or proprietary rights of any third party (including any Carrier or Subscriber);
    - disparages any Carrier or any of its affiliates; or
    - violates any applicable industry standards, policies, or guidelines published by the Cellular Telecommunications Industry Association (CTIA) or Mobile Marketing Association.
2. Customer agrees that TNS may immediately suspend Customer for any known or suspected violation of these standards. In addition, TNS may immediately suspend Customer's use of the Service at the request or direction of Verizon Wireless. TNS will provide prompt notice to Customer of any such suspension.
3. This Exhibit is subject to change from time to time by TNS.



## ENTERPRISE BRANDED CALLING SERVICE

### Acceptable Use Policy Exhibit: AT&T Wireless

To the extent Customer uses the Service in connection with calls delivering the authorized Service Attributes to Subscribers of AT&T Wireless, the following Acceptable Use Policy will apply. For purposes of this Exhibit 2, the term “Content” will mean calling name data and other identification data (e.g., logo) associated with Customer’s telephone numbers used for display on devices supported by the Service.

Children	Customer will not provide any Content targeting children under the age of 18.
Adult	Customer will not provide any Content with adult, pornographic, sexually explicit, or obscene activity.
Illegal Drugs	Customer will not provide any Content to facilitate the distribution, use or cultivation of illegal or questionably legal substances.
Gambling	Customer will not provide any Content about gambling or online gambling as the central theme.
Weapons	Customer will not provide Content about automatic weapons, military-style assault weapons, or parts for these weapons.
Hate	Customer will not provide Content that is discriminatory, hateful, offensive, defamatory or profane (e.g., racist messages, xenophobic content, graphic or violent images).
Illegal or Risky Behavior	<p>Customer will not provide Content about:</p> <ul style="list-style-type: none"> <li>· beating drug tests,</li> <li>· bypassing copyright protection,</li> <li>· cable descramblers,</li> <li>· counterfeit, fake or bootleg products,</li> <li>· collecting personally identifiable information,</li> <li>· fake IDs,</li> <li>· promoting ways to avoid traffic tickets,</li> <li>· non-FDA approved drugs or procedures,</li> <li>· falsely obtained passwords or pyramid schemes,</li> <li>· promoting terrorism or criminal activities.</li> </ul> <p>Customer will not provide Content with:</p> <ul style="list-style-type: none"> <li>· false, misleading or deceptive claims,</li> <li>· defamatory, libelous, harassing, unlawful or threatening content,</li> <li>· links to internet abuse such as spyware, corrupted file viruses, or other materials that are intended to or damage or render inoperable software or hardware,</li> </ul>

	<ul style="list-style-type: none"> <li>· links that violate or infringes upon any third party intellectual property rights or any other third party rights.</li> </ul>
Protected Information	<p>Customer will not provide Content that includes:</p> <ul style="list-style-type: none"> <li>· Cardholder Data as such term is described in the Payment Card Industry (PCI) Data Security Standard glossary, as amended from time to time.</li> <li>· Nonpublic Personal Information as such term is defined by Title V of the Gramm-Leach-Bliley Act as codified at 15 U.S.C. Section 6801, et seq. as amended, and the regulations promulgated pursuant thereto.</li> <li>· Protected Health Information as such term is defined in Section 160.103 of the Health Insurance Portability and Accountability Act of 1996 as codified at 45 C.F.R. Subtitle A, Subchapter C, Part 160 et seq. as amended.</li> </ul>

This Exhibit is subject to change from time to time by TNS. AT&T Wireless has the right in its sole discretion to reject any Content. TNS may immediately suspend Customer's use of the Service at the request or direction of AT&T Wireless. TNS will provide prompt notice to Customer of any such suspension.

# ENTERPRISE BRANDED CALLING SERVICE

## Acceptable Use Policy Exhibit: T-Mobile

To the extent Customer uses the Service in connection with calls delivering the authorized Service Attributes to Subscribers of T-Mobile, the following Acceptable Use Policy will apply.

4. Customer will not use the Service to:
  - (e) engage in any activities that are illegal, abusive, false, fraudulent, deceptive, or misleading or likely to deceive or mislead;
  - (f) engage in any unlawful activities, including, without limitation, unlawful unsolicited advertising or marketing, or any other activities that violate laws applicable to advertising, electronic communications, and telemarketing, including, but not limited to, the Telephone Consumer Protection Act, 47 U.S.C. § 227, and implementing regulations, 47 C.F.R. §§ 64.1200 et seq.;
  - (g) attempt to mislead others as to the identity of the origin of a phone call, including failing to comply with the Truth in Caller ID Act, 47 U.S.C. § 227, and implementing regulations, 47 C.F.R. §§ 64.1600-1605; or
  - (h) transmit any material or content that:
    - is obscene, libelous, defamatory, discriminatory, offensive, unsuitable for minors, or otherwise malicious or harmful to any person or entity;
    - contains hate speech, excessive violence, or profanity;
    - promotes or glamorizes alcohol abuse, illegal drug use, or use of tobacco products;
    - contains strong sexual, explicit, or erotic themes;
    - violates or infringes the intellectual property rights or other personal or proprietary rights of any third party (including any Carrier or Subscriber);
    - disparages any Carrier or any of its affiliates; or
    - violates any applicable industry standards, policies, or guidelines published by the Cellular Telecommunications Industry Association (CTIA) or Mobile Marketing Association.
5. Customer agrees that TNS may immediately suspend Customer for any known or suspected violation of these standards. In addition, TNS may immediately suspend Customer's use of the Service at the request or direction of T-Mobile. TNS will provide prompt notice to Customer of any such suspension.

This Exhibit is subject to change from time to time by TNS.