

**THE APPENDED "VTX SERVICE ORDER TERMS" AND "SERVICE ORDER" ARE INCORPORATED INTO AND MADE PART OF THIS "SERVICE ORDER AGREEMENT."**

THESE ONLINE TERMS OF SERVICE, along with its appended Service Order(s) and any applicable Service Attachments, which by this reference are incorporated herein (collectively "SOA"), are a binding agreement between Kloud Communications, Inc. (d/b/a VTX Telecom), a Delaware corporation with its primary office at 168 W. Pomona Ave. Monrovia, CA 91016, ("VTX"), and the legal entity identified in the Service Order ("Customer"). VTX and Customer may be individually referred to as a "Party" or collectively as the "Parties." Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "General Terms and Conditions" and applicable "Supplemental Product Terms and Conditions" (Including "Additional Definitions" and "Miscellaneous Charges") (collectively, "Terms and Conditions") located at <https://www.vtxtelecom.com/service-terms-conditions>, unless those Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this SOA. It is the intent of the parties to incorporate via reference into this SOA all applicable website terms and conditions located at <https://www.vtxtelecom.com/service-terms-conditions>, as they may be modified from time to time consistent with this SOA.

**VTX provides services and equipment intended solely for business use, pursuant to the terms and conditions set forth in this Agreement and on the condition that customer accepts and complies with this Agreement. By electronically signing this Agreement, Customer (a) accepts this agreement and agrees that Customer is legally bound by its terms; and (b) represents and warrants that: (i) its representative is 18 years of age or of legal age to enter into a binding agreement; and (ii) has the right, power, and authority to enter into this agreement on behalf of the corporation, governmental organization, or other legal entity, and to bind such organization to these terms. If Customer does not agree to the terms of this agreement, neither Customer nor its End Users may download, install, or use the services or equipment. (iii) Customer represents and warrants that the Customer name, username, contact information, registered location are true and correct. (iv) Customer shall pay the "Grand Order Totals" of charges set forth in the Service Order, which amounts in all instances are exclusive of taxes, surcharges, and fees to be imposed by VTX including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law. If there are any discrepancies between the Grand Order Totals of charges shown herein and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.**

Customer may order Services by submitting electronically an Order in the format provided by VTX on the VTX website or, for subsequent orders, via the VTX Manager/User Portal. The Order will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products leased, licensed or sold to Customer, if any.

An Order will become binding when it is executed by the Customer and accepted by VTX. VTX may accept an Order by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order. Customer may purchase additional Services, software, and equipment through Orders via the Manager/User Portal or directly from VTX Sales Team or VTX Resellers.

## VTX REVO Office Service Order Terms

**A. SERVICE.** VTX REVO Office is a cloud-based unified communications (UCaaS or IP PBX) service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The IP PBX Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN).
- Audio-conferencing service, including screen sharing.
- Collaboration Tools, including One-to-One and Group Chat, File Sharing, SMS/Texting (where available) and other innovative tools.

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Web Clients, Mobile Applications, and Software Integrations.

VTX offers unlimited monthly plans for some of its products and Services. An unlimited plan provides Customer with unlimited calling within continental U.S. and Canada and is subject to the terms and restrictions of the Acceptable Use Policy set forth below and other restrictions described in this Agreement. If, for any reason, VTX believes that Customer is using the unlimited plan for a prohibited purpose and/or Customer call usage violates the [Fair Use Policy](#), then VTX may, in its sole discretion with or without notice, either terminate Customer unlimited plan or immediately convert Customer's unlimited plan to a metered plan.

Service also may be provided pursuant to tariffs on file with regulatory agencies, in which event the applicable tariffs will be incorporated herein and made part of this SOA. In the event of a conflict between these Terms and Conditions and those established in any applicable tariff, the tariff shall be controlling to the extent of the inconsistency. Upon cancellation of any tariff, these Terms and Conditions shall apply. And, when applicable, Service will be subject to VTX's ["Acceptable Use Policy" \(AUP\)](#) and ["Fair Use Policy" \(FUP\)](#).

**B. "MRC-FREE" CANCELLATION PERIOD.** VTX REVO Office offers a 5-business day "free-to-cancel" period where monthly recurring charges of the IP PBX extensions are fully refundable from the total amount due on the order. . In the event that customer wishes to terminate VTX REVO service within the first 5 business days from service activation, VTX may, without prior notice to you, immediately terminate customer's access to the VTX REVO Office services, subject to VTX's cancellation Policy. Refund process may take up to 15 business days upon receipt of customer's termination request. Phone number charges and call plan charges, porting fees, taxes and surcharges are non-refundable should any call usage occurs. Accounts cancelled after this "free-to-cancel" period shall be liable for the full MRCs and all other related charges incurred while services are active, and are subject to the provisions of Sections **F** and **L**.

**C. EQUIPMENT REQUIREMENTS.** Customer may lease equipment from VTX for use with the Services. The terms and conditions that govern any such transaction can be found at [Customer Premise Equipment \(CPE\) Terms & Conditions](#).

**D. TERM OF THIS AGREEMENT.** The initial term of Service shall be as set forth in the SOA and shall begin on the Start of Service Date. Upon expiration of the Term, the month-to-month rates shall apply, and will be charged automatically to the account's credit card on file.

**E. SERVICE TERM AND AUTOMATIC RENEWAL.** The Services' term will begin on the Start Date of the initial Order and continue for the initial term set forth in the initial Order ("Initial Term"). Upon expiration of the Initial Term, recurring Services will automatically renew for a period similar to the original term, where applicable, unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. In jurisdictions where

automatic renewals are limited by law to one-year terms, the automatic renewal shall be for a period of one year. The term of any recurring Services added to the Account after the initial Order is submitted will start on the Start Date of the subsequent Order, will run coterminously with the then-current term of any pre-existing Services, and will be billed on the same billing cycles as the pre-existing Services.

**F. CUSTOMER TERMINATION FOR CONVENIENCE.** If Customer elects to terminate Service for any reason, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide VTX with written notice of its intent. Such notice must identify with specificity of the Service to be terminated, and the requested effective date of termination, which date shall not be less than thirty (30) days from the date the notice is received by VTX. Any attempted termination via any other method or approach shall not be effective. Customer will be liable for applicable early termination charges.

**G. COMPANY TERMINATION FOR DEFAULT.** If VTX terminates Service, in whole or in part, for cause, Customer shall be liable for applicable cancellation or early termination charges.

**H. RATES AND CHARGES.** Service rates and charges shall be as set forth in the Terms and Conditions or in this SOA, and shall remain in effect during the Initial or then-current Term. In the event of a conflict between the rates and charges set forth in the Terms and Conditions and those established in this SOA, the rates and charges set forth in this SOA shall be controlling. VTX standard rates are published at <https://revo.vtxtelecom.com/rate-search>.

**I. UNLIMITED PLANS.** For calls that are not included in Customer's selected service plan, or that exceed any plan limitations including those set forth in the [Fair Use Policy](#). Usage-based standard rates will be charged monthly as due or mid-cycle if they exceed \$300.00.

**J.** VTX reserves the right to add to, modify or amend this Use Policy at any time for any reason at its sole discretion.

**K. BILLING & PAYMENT.** By signing up for the Services, Customer expressly consents to receive invoices by electronic means only (i.e. email or downloadable PDFs from Customer's online account access). VTX will provide Customer with a monthly online invoice (or annual and biannual online invoices, in the case of accounts under annual recurring billing) for Services and bill all charges invoiced to Customer's account to the Credit Card. Any applicable initiation charges, usage and monthly or annual recurring charges and fees are billed in full in advance. All customers, whether on monthly or annual recurring billing, will receive a monthly bill for charges that accrued in arrears, such as, but not limited to, excess usage charges or any fees and adjustments applied during any monthly period; VTX will automatically apply Customer's payment on the Credit Card registered for auto-debit.

Termination and transfer charges, if any, are billed in arrears. Upon termination of the Account for any reason, all unused Plan Credits shall expire in their entirety and no refund or prorations shall be made of any unused Plan Credits or of any remaining periods/months on any pre-paid Service plan.

When Customer subscribes to the Services, Customer will provide VTX with a payment method, such as a valid credit card, and, if applicable, authorize VTX to collect from Customer's payment method. Any authorization will remain valid until 30 days after Customer terminates the authority of VTX to charge Customer's payment method. VTX will then charge Customer any fees and any other outstanding charges and disconnect the service. Customer must advise VTX of any changes to their payment method, such as credit card account number or expiration date changes. Time is of the essence for payment. Therefore, Customer agrees to pay VTX interest at the lesser of (a) 18% per annum or (b) the highest amount allowed by law for any amounts unpaid as of the due date. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of VTX's rights to collect the full amount due. VTX may assess an additional fee of fifty dollars (\$50) for any invalid credit card information or check returned for nonpayment. VTX may, at its sole discretion, suspend or terminate the service and cancel the account if Customer fails to provide a valid payment method at the time the charges are due and payable.

The registered "owner" of an Account shall be the person or entity whose name appears on the Service Order. The credit card provided to VTX for billing purposes for the Account shall remain on the Account until updated or changed by Customer. For billing purposes, the holder of the credit card used as a payment account for Customer shall be responsible for all charges applied to the account for as long as it being used as a payment account of the Customer. Customer may, at any time, change or update the payment account ; however, the owner on record may only be changed or updated upon formal written notice to VTX and only after settlement of all charges currently reflecting on the account balance, and only upon presentation or execution of an Assumption and Assignment Agreement or Name Change Request, in a form acceptable to VTX; acceptance of the Assignment or Name Change remains at the sole discretion of VTX.

Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, VTX may make reasonable adjustments and prorrations to charges to the Customer's Account.

**Online Payment & AutoPay Authorizations:** By signing up for the Services, Customer expressly agrees to the terms and conditions found at [VTX Bill Center Online Payment & AutoPay Authorizations](#) incorporated herein by reference.

- L. **EARLY TERMINATION CHARGES.** In the event that Customer terminates this Agreement any time after the SOA execution Date and the expiration of any trial-period but prior to the expiration of the Term, Customer shall pay VTX an early termination charge equal to the Minimum Monthly Fee times the number of months remaining in the Term.
- M. **START OF SERVICE DATE.** The Start of Service Date, unless otherwise specified in writing, shall be the date Customer is notified by VTX that Service is available for use. Billing will commence on the Start of Service Date.
- N. **COMPLETE AGREEMENT.** This Agreement represents the complete agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, except for any Master Service Agreement" ("MSA") existing between the parties as of the date of this SOA. By its E-signature on this SOA, Customer acknowledges and accepts that the Terms and Conditions including, but not limited to, those relating to billing and payment, default, warranties, dispute resolution, indemnification and limitations of liability located at <https://www.vtxtelecom.com/service-terms-conditions> are incorporate in to and made part of the Agreement.
- O. **CHANGES.** This Agreement may be modified only by written amendment to this SOA or by changes of the Terms and Conditions or the AUP made by VTX from time to time according to applicable tariffs or as required or permitted by law. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to affect the terms of this Agreement. Any purported modification of the SOA not signed by a VTX authorized representative shall be null and void, and will subject to immediate termination of this Agreement. Customer shall be bound by any Agreement modifications by VTX after applicable tariff changes have taken effect, upon the posting of changes to the Terms and Conditions located at <https://www.vtxtelecom.com/service-terms-conditions> and the furnishing of appropriate Customer notice thereof, or upon the posting of changes to the AUP. The referenced VTX website containing the Terms and Conditions and the AUP will be accessible by Customer at all times. Customer shall be provided within at least fifteen (15) days notice of any modification of the Terms and Conditions that might materially and adversely affect Customer so that Customer can elect to discontinue Service and avoid the effects of the modification. Said Notice may be furnished by: i) a postcard or letter; or ii) a facsimile; or iii) e-mail, if the Customer has consented to its use. In addition, modifications of the Terms and Conditions will be published at <https://www.vtxtelecom.com/service-terms-conditions> at least fifteen (15) days in advance before taking effect. In no event shall any modification made by VTX in any Service Level Agreements applicable to the Service(s) and/or any Supplement Product Terms and Conditions be or deem to be diminished.
- P. **JURISDICTION AND VENUE.** This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce this Agreement shall be brought in the federal or state courts of Los Angeles County, California. The parties acknowledge and agree that a venue in Los Angeles County, California would be proper for such action.

- Q. EXECUTION.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual executing an Electronic Signature regarding the Agreement on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party.
- R. ELECTRONIC SIGNATURE AND COUNTERPARTS.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

S. ADDITIONAL DEFINITIONS. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. "Account" means the numbered account established with VTX and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by VTX.
2. "Account Administrator" means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. "Account Data" means: any business contact information provided with the Account; VTX-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. "Administrative Fees" means any administrative recovery fees, 911 cost recovery fees and the like separately charged by VTX to Customer.
5. "Administrative Portal" means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. "Affiliate(s)" means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. "Confidential Information" means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
8. "Customer Content" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
9. "Digital Line" means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
10. "Disclosing Party" means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
11. "Effective Date" means the date of execution of the initial Order.
12. "Electronic Signature" means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
13. "End Point" means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
14. "End User" means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors and agents.
15. "Force Majeure Event" has the meaning set forth in Section 3.2.5 of the General Terms & Conditions.
16. "Helpdesk" means first-tier support provided to End Users by Customer.
17. "Indemnifying Party" and "Indemnified Party" have the meanings set forth in Section 11(B) (Defense and Indemnification Procedures).
18. "Initial Term" has the meaning set forth in Section D of this VTX REVO Office Service Order Terms-

19. "Intellectual Property Rights" or "IP Rights" means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
20. "Law" means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
21. "Order(s)" or "Order Form(s)" means a request or order for Services describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with this VTX REVO Office Service Order Terms. The Order may be presented and executed on the VTX website or via the Administrative Portal.
22. "Receiving Party" means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
23. "Renewal Term" has the meaning set forth in Section D of this VTX REVO Office Service Order Terms.
24. "VTX Customer Support" means VTX's Customer service operations.
25. "VTX Network" means the network and supporting facilities between and among the VTX points of presence ("PoP(s)"), up to and including the interconnection point between the VTX's network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The VTX Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. "Service(s)" means all services provided under this Agreement and set forth in one or more Order(s).
27. "Service Attachment" means documents appended to the Agreement containing additional terms for equipment and Services.
28. "Start Date" means the date so identified in the relevant Order or the date on which Customer orders Services via the website or the Administrative Portal.
29. "Taxes" means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
30. "Term" means the Initial Term plus any Renewal Terms.
31. "Use Policy" refers to any of the policies identified in Section A of this VTX REVO Office Service Order Terms.