COMPUDILE
VOICE · DATA · IT

COMPUDILE INC.

Telecom Master Service Agreement

Business and Commercial Customers Only

Public reference URL: https://compudile.com/legal under "Telecom Master Service Agreement"

This Telecom Master Service Agreement ("MSA") is incorporated by reference into each Compudile Service Order that expressly identifies this version and is affirmatively accepted by Customer. The MSA need not be signed separately. Each accepted Service Order must refer to the final, archived version that is accessible at the time of acceptance.

01 PARTIES, SCOPE, AND ELECTRONIC ACCEPTANCE

(a) **Parties and scope.** This Telecom Master Service Agreement ("MSA") governs commercial telephony and related voice services ("Services") provided by Compudile Inc., a Florida corporation ("Compudile"), to the business entity identified in a Compudile estimate, quote, proposal, or electronic service order accepted by that entity ("Customer"). This MSA does not apply to unrelated managed IT, website, or other services unless the applicable accepted order expressly incorporates it.

(b) **Binding acceptance.** A Compudile-issued estimate or quote that identifies the Customer, Services, material pricing, Term, and this MSA by version and accessible URL is a "Service Order" when accepted electronically or signed by an authorized Customer representative using a process that records affirmative acceptance. Customer agrees to conduct this transaction electronically. No separate signature on this MSA is required. Merely viewing an invoice, receiving Services, or visiting the website is not by itself a substitute for the initial Service Order acceptance.

(c) **Access to terms and evidence.** Before acceptance, Customer shall have a conspicuous opportunity to view, download and retain the identified version of this MSA at the public reference URL shown above. Compudile will retain a reliably reproducible copy of the accepted Service Order and the MSA version identified in it, together with the date and time, evidence identifying the acceptor, and the separate affirmative 9-1-1 acknowledgment required by Section 10. Compudile will make the accepted documents available to

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Customer electronically or on request. If a later website version differs from the archived version referenced in the accepted Service Order, that archived version controls, except as provided in Section 15(c). The parties agree to conduct the Service Order transaction electronically.

(d) **Orders and changes.** Additional or modified Services may be ordered by a later written or electronically accepted change order ("Change Order") that identifies affected pricing, quantities and, when relevant, term changes. Administrative work requests, tickets, or invoices alone do not silently create a new contract term.

02 TERM, GO-LIVE DATE, AND CONTINUATION

(a) **Effective Date.** The contract is effective when Customer accepts the Service Order ("Effective Date"). Obligations that logically apply before activation, including payment authorization, site information, equipment logistics and cooperation, begin on the Effective Date.

(b) **Term and Go-Live.** Each accepted Service Order states the Term for the affected Services in the accepted Quote: either month-to-month from the start, with no fixed commitment, or a fixed number of months stated in the Quote (for example, 12, 18, 24 or 36 months). The Term starts on the date Services are first activated ("Go-Live Date"), as established by Compudile's written activation notice or other reliable activation record, and a fixed Term ends at the end of the billing month in which the stated number of months from the Go-Live Date has elapsed. Compudile shall not activate an order that does not state its Term. One-time charges and separately disclosed preparation or equipment charges may become payable before Go-Live as indicated on the Service Order.

(c) **Continuation after a fixed Term; no automatic renewal.** A fixed Term does not renew automatically. When a fixed Term ends, the affected Services continue automatically on a month-to-month basis at the recurring charges stated in the accepted Service Order, as adjusted under Section 15(b), unless both parties expressly accept a new fixed Term in writing or electronically. Month-to-month continuation is not a new fixed Term and carries no early termination charge. No advance notice is required to prevent a new fixed Term. Compudile may send courtesy reminders about the end of a fixed Term, without undertaking a contractual reminder schedule unless a separate written agreement or applicable law requires one.

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(d) **Expiration and service continuation.** A port-out or removal of an individual number does not, by itself, end the entire Service Order or waive any lawful charges. Any separately priced Service with a distinct Term must state that term explicitly on its accepted order.

(e) **Cancellation and effectiveness.** Customer may cancel affected Services only by written notice sent to cancellation@compudile.com in accordance with Section 18(a). Each calendar month is a billing cycle. Because MRC is billed monthly in advance, cancellation takes effect at 11:59 PM Eastern Time on the last day of the calendar month in which Compudile receives the notice, if the notice is received on or before the twenty-fifth (25th) day of that month, and otherwise on the last day of the following calendar month, or on any later date stated in the notice. MRC billed for a month in which the cancellation is not yet effective remains payable, without proration or refund. A cancellation that takes effect before a fixed Term ends is subject to Section 5(a); no early termination charge applies to month-to-month service, including continuation after a fixed Term. A port-out, service change or downgrade, or any other termination or discontinuance of Services, on any day of the month never results in proration, credit or refund of MRC billed or due for that month. A port-out of all of Customer's numbers for the affected Services is treated as a cancellation notice under this Section 2(e), effective as provided in this Section, and if it occurs during a fixed Term, the early termination charge under Section 5(a) applies.

03 CHARGES, BILLING, PAYMENT, AND TAXES

(a) **Monthly billing.** Monthly recurring charges ("MRC") are billed in advance on the first calendar day of each month and are due in full by the fourth calendar day ("Due Date"), including weekends and holidays. Usage-based charges are billed in arrears when measured and posted. One-time charges are billed when incurred or as stated on the Service Order. A partial first month may be prorated as shown on the first invoice.

(b) **Payment method.** Customer must keep accurate billing and notice contacts and a valid payment method. AutoPay applies only after Customer gives a separate, affirmative payment authorization that specifies the account or payment method and permits the stated recurring transactions. Acceptance of the Service Order alone is not an ACH authorization.

(c) **AutoPay administrative fee.** An additional $10.00 administrative fee applies to each monthly invoice for which Customer is not actively enrolled in valid

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AutoPay, including periods after enrollment is revoked or the authorized payment method becomes invalid, subject to applicable law and any specific written waiver.

(d) **Late charge and returned payments.** If an invoice remains unpaid after its Due Date, Compudile may assess one noncompounding late charge of 5% of the unpaid eligible invoice balance or the maximum allowed by law, whichever is less. Previously assessed late charges, the AutoPay administrative fee and reconnection fees are excluded from the late-charge base. Customer shall reimburse documented bank or processor fees actually incurred by Compudile for a returned or rejected payment or chargeback resulting from insufficient funds or an unauthorized reversal, to the extent permitted by applicable law; no duplicate fee will be charged for the same expense.

(e) **Taxes and regulatory charges.** Unless a Service Order expressly states otherwise, quoted prices exclude applicable telecommunications taxes, sales or communications services taxes, E911 charges, USF-related charges and lawful regulatory surcharges. Customer must pay taxes and charges properly applicable to its Services. A valid exemption certificate applies only to taxes for which that exemption legally qualifies; a sales-tax exemption is not automatically an exemption from all telecom taxes or regulatory charges. Taxes, E911 charges, USF-related charges and other regulatory and pass-through charges continue to accrue during any suspension and survive termination.

(f) **Invoice questions and good-faith disputes.** Customer must dispute any invoice or charge in writing, identifying each disputed line item and the reasons for the dispute in reasonable detail, within ten (10) days after the invoice date. An invoice or charge that is not disputed in that manner within that period is deemed accepted and is not subject to later dispute. A dispute covers only the disputed portion of an invoice. Compudile will investigate in good faith and credit confirmed errors. Customer must pay all undisputed amounts by the Due Date. A dispute, including an unsupported or bad-faith dispute, does not defer, extend or stop payment, suspension or termination rights regarding any other unpaid amount or the undisputed portion of any invoice, subject to applicable law. Failure to open an invoice does not by itself extend the Due Date.

04 NONPAYMENT, SUSPENSION, RECONNECTION, AND DELETION

(a) **Payment Default.** Failure to pay an undisputed amount when due constitutes a Payment Default, subject to applicable law and the good-faith billing dispute process in Section 3(f). A Payment Default does not receive the thirty-day cure

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period applicable to other material breaches under Section 16(a). The treatment of a genuinely disputed charge remains subject to law and a good-faith review.

(b) **Suspension and discretionary reminders.** If an undisputed amount due for the affected Services remains unpaid after the fourth (4th) calendar day of the month, Compudile may automatically suspend those Services at 12:00 PM (noon) Eastern Time on the fifth (5th) calendar day, without a further individual reminder, subject to applicable law. The due date and suspension rule are prominently disclosed in the accepted Service Order. During a lawful suspension, Customer may be unable to make or receive calls, including 9-1-1 over the suspended Services, and must maintain another emergency-calling method. During suspension, all MRC, telephone number charges, E911 charges, regulatory charges, taxes and pass-through charges continue to accrue and remain payable by Customer, and survive termination. Compudile may send a post-suspension courtesy reminder and any other reminders at its sole discretion. No courtesy reminder, acknowledgment, specific number of reminders or proof that Customer opened or received one is a contractual prerequisite to payment, suspension, collection, or another otherwise lawful remedy, except to the extent notice is independently required by applicable law. Subject to Sections 4(d), 4(e) and 9(c), suspension does not impair Customer's port-out rights under Section 9. Except for a valid pending port request under Section 4(e) and legally required PHI obligations under Section 12(c), nothing delays or prevents termination, deletion of the account or release of numbers.

(c) **Restoration.** To request reconnection Customer must pay all past-due undisputed amounts, applicable charges and a $10.00 reconnection fee per reconnection. Compudile will use commercially reasonable efforts to restore after confirmed receipt, subject to system and carrier availability; restoration is not immediate or guaranteed, and is not available after the account has been deleted or the numbers released.

(d) **Month-end cure deadline; termination, deletion and number release.** For an invoice issued on the 1st and due on the 4th, the last calendar day of that same month is Customer's last opportunity to cure any unpaid undisputed amount, or any amount not disputed in accordance with Section 3(f). If it remains unpaid after that month ends, Compudile may, in its sole discretion and subject to applicable legal obligations, terminate the affected Services and delete the account, or keep the affected Services suspended. Deletion is not automatic or mandatory. Keeping Services suspended is not a forgiveness of the debt, an

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extension, or a waiver of Compudile's right to terminate and delete later. Upon deletion, ordinary service data that may be lawfully deleted will be deleted and the associated telephone numbers will be released under applicable regulatory and carrier procedures, in each case subject to applicable law, any mandatory notice requirement and Section 4(e). After a lawful deletion, Compudile does not guarantee recovery of numbers, ordinary data or configuration; the deleted account and released numbers are permanently lost to Customer, and Compudile has no obligation to restore them. Accrued charges, applicable taxes and enforceable contractual charges remain payable. No courtesy reminder or grace period is promised or required by this MSA beyond those required by law or an applicable binding rule; any other courtesy notice is discretionary and does not itself extend the Due Date or Service Term. Before deletion or release, Customer may request an available standard export of ordinary records and may submit a valid port request, subject to Section 4(e). Custom or nonstandard export work may be separately quoted.

(e) **Exceptions and safeguards.** A suspended Customer may submit a valid port request, and Compudile need not reactivate telephony Services to facilitate it. A port request applies only to the numbers identified in it. A valid port request received before the account is deleted or the numbers are released will be processed in accordance with applicable number portability rules, including 47 CFR §52.34, and each number included in it remains available to complete the port, without restoring other Services. Numbers not included in a valid pending port request may be released when legally permitted, and the rest of the account may be terminated and deleted as provided in Section 4(d). A port request that is rejected and not corrected, withdrawn, or not valid does not delay deletion or release, and no automatic time limit counted from suspension applies. Compudile may require the information needed to validate and process the request through the new provider, without imposing unreasonable obstacles, and has no obligation to keep numbers indefinitely or to provide Services free of charge. Unpaid balances do not delay a valid port-out, and Customer remains liable for all accrued and enforceable contractual charges until the port is completed or the number is released. For example, if an unpaid Customer with twenty (20) numbers submits a valid port request for one number before deletion, the account remains suspended, that number is ported and the other nineteen (19) may be released when legally permitted; if the valid request covers all twenty (20) numbers, Compudile will facilitate it without

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reactivating calling, and the debt remains payable. PHI obligations are governed by Section 12(c).

(f) **Amounts owed and protections.** Suspension, porting, and termination do not erase charges already incurred or enforceable early termination amounts. Compudile is not responsible for loss of service or data caused by a lawful suspension, deletion of the account or release of numbers to the fullest extent permitted by law, but this limitation does not excuse Compudile's own unlawful acts, fraud, gross negligence or willful misconduct.

05 EARLY TERMINATION, ORDERS, AND EQUIPMENT

(a) **Early termination of a fixed Term.** If Customer cancels an affected Service Order before the expiration of its accepted fixed Term without a contractual or legally recognized right to terminate without charge, or Compudile terminates the affected Services because of Customer's qualifying material Default, Customer shall pay: (i) all earned and unpaid charges through the lawful termination date; (ii) an early termination amount equal to one hundred percent (100%) of the Monthly Recurring Charges (MRC) for the complete months remaining in the accepted fixed Term for the affected Services, excluding future taxes, regulatory pass-through charges and estimated metered usage; and (iii) only separately disclosed, objectively calculable, noncancelable Customer-specific equipment, carrier or implementation commitments and unamortized installation discounts not already recovered in item (ii). No cost or amount shall be recovered twice. The parties intend item (ii) to be liquidated damages based on Compudile's anticipated fixed-term commitments and difficult-to-estimate losses at the time of contracting, not a penalty, and only to the extent enforceable under applicable law. The parties acknowledge that Compudile commits network, carrier, equipment and administrative resources in reliance on the agreed fixed Term. This Section 5(a) applies only to a fixed number of months stated as the Term in the accepted Quote and to any new fixed Term expressly accepted under Section 2(c); it does not apply to month-to-month service. Past-due charges, charges for Services rendered and separately accepted equipment or installation commitments remain payable. This charge does not apply where this MSA expressly permits cancellation without it or where Compudile is the materially defaulting party under Section 5(c). For this subsection, a qualifying Customer Default includes an uncured Payment Default supporting termination under Section 4(d), or another material breach remaining uncured after required notice under Section 16(a). Compudile

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may immediately block suspicious, fraudulent or unlawful traffic under Section 11(d) as a protective step. If Compudile reasonably determines that Customer's traffic or use of the Services is suspicious, fraudulent or unlawful, Compudile may terminate the affected Services and treat the termination as chargeable under this subsection.

(b) **Month-to-month service.** No early termination charge applies to month-to-month service, whether month-to-month from the start or by continuation after a fixed Term ends, because it is not a fixed-term commitment. Customer remains responsible for charges through the effective date of cancellation under Section 2(e), for Services rendered, for past-due amounts and for any separately accepted equipment or installation commitments.

(c) **Compudile Default.** If Compudile materially breaches an obligation and does not cure within the period in Section 16, Customer may terminate the affected Services without an early termination charge. Customer pays only for Services actually provided and other previously earned, lawful amounts.

(d) **Equipment title and return.** The accepted Service Order must identify equipment as purchased, leased, rented or loaned. Purchased equipment transfers only on full payment unless otherwise stated. Compudile-owned equipment and accessories must be returned within 15 days after termination, in working condition with ordinary wear and tear excepted. Customer pays reasonable documented replacement cost for unreturned, lost or damaged Compudile-owned items, excluding normal wear. Customer is not obligated to return equipment it purchased outright.

(e) **No involuntary extension.** An ordinary Change Order does not restart or extend the Term unless the Customer affirmatively accepts a stated extension.

06 SERVICE PERFORMANCE, MAINTENANCE, AND SUPPORT

(a) **Standard service.** Compudile will provide Services with commercially reasonable care and effort. Telephony depends on Internet connectivity, electricity, customer equipment, networks, emergency systems and upstream providers. Compudile does not warrant uninterrupted or error-free operation.

(b) **Support reporting.** Customer shall report disruptions through Compudile's designated support channels, including 813-444-0110 or a subsequently communicated support portal. Compudile will triage and work toward restoration within commercially reasonable time, taking account of severity,

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access, vendor dependencies and available resources. This MSA makes no general 24/7 dispatch, two-hour repair-start, or fixed restoration guarantee.

(c) **Planned and emergency maintenance.** Compudile will use commercially reasonable efforts to schedule disruptive planned maintenance outside normal business hours and provide reasonable advance notice when practicable. Urgent security, carrier or emergency maintenance may proceed with shorter notice or none when necessary.

(d) **Service credits.** Standard Services do not carry automatic monetary uptime or time-to-repair credits. A specific Service Level Addendum separately accepted by Customer and Compudile may state availability targets, service-credit formulas, qualifying outages, exclusions, caps, claim deadlines and sole remedies. Credits do not apply to outages resulting from customer-managed networks, power, Internet service, unsupported integrations, misuse, planned maintenance or lawful suspension, unless an accepted SLA expressly provides otherwise.

(e) **Changes to features.** Compudile may make nonmaterial network, security or technical changes that do not materially degrade the agreed functionality. Material changes to subscribed features or prices are governed by Section 15 and the applicable accepted Service Order.

07 CUSTOMER EQUIPMENT, NETWORK, AND EXTERNAL INTEGRATIONS

(a) **Customer environment.** Customer is responsible for adequate broadband, local network capacity, firewall configuration, power protection, supported devices, Wi-Fi, cabling and physical access unless an accepted order expressly makes Compudile responsible for a specified component. Compudile may recommend changes but is not responsible for defects in infrastructure it does not administer.

(b) **External systems and SIP.** Compudile is not obligated to enable external SIP URIs, SIP trunks, SIP REFER, direct media, call redirection, APIs, third-party PBX or contact-center interoperability, customized routing, or outbound caller ID configurations unless expressly approved in an accepted technical and commercial Change Order. Such approval may require a security review, call-flow documentation, authentication, routing and usage limits, fraud controls, testing, cost allocation, ongoing support responsibilities and additional fees. Compudile is not required to disclose proprietary supplier, infrastructure or

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platform architecture information except as required by law or an expressly accepted written obligation.

(c) **Interconnection responsibility.** A third-party integration may change call rating, taxes, support boundaries, emergency calling or recording. Any third-party provider remains independently responsible for its service, credentials, systems and compliance. Compudile may disable an unsafe or unsupported connection, with notice where reasonably practicable, without waiving payment for other Services.

(d) **No representations of guaranteed compatibility.** Approval of an integration does not guarantee compatibility with future third-party versions unless expressly committed in the applicable order.

08 SECURITY, ACCOUNT ACCESS, AND TOLL FRAUD

(a) **Customer security.** Customer shall protect credentials, devices and administrative accounts, restrict permissions, maintain appropriate network security, promptly remove departed personnel and notify Compudile immediately of suspected compromise or fraudulent calling.

(b) **Chargeable usage.** Customer is responsible for usage charges from calls or messages originated through its authorized account, devices or credentials, including fraudulent use resulting from Customer's compromised environment, except to the extent caused by Compudile's breach of its own legal obligations, negligence or willful misconduct. Compudile will reasonably investigate reported fraud and cooperate in efforts to mitigate further losses; disputed liability is subject to applicable law.

(c) **Risk controls.** Compudile may block destinations, impose usage limits, require additional verification, limit international or premium-rate calls, or suspend suspicious traffic to protect Customers, carriers and the network. Compudile is not required to offer unlimited calling to all destinations or to waive carrier and usage charges not expressly included in the Service Order.

(d) **Verification and CPNI.** Compudile may require identity and authority checks before account changes, port-out credentials, access to call records or disclosure of customer proprietary network information. Customer shall keep its authorized contacts current. Compudile shall safeguard CPNI and other regulated data as required by applicable law.

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09 TELEPHONE NUMBERS AND PORTABILITY

(a) **Number use.** Telephone numbers are assigned for use with the Services, not sold as Customer property. Numbering remains subject to applicable numbering rules, availability and carrier administration. Compudile will not arbitrarily change active numbers, subject to law or carrier mandate.

(b) **Port-out rights.** Compudile shall facilitate valid requests to port numbers out without unreasonable delay and shall not refuse a valid port because Customer owes an unpaid balance. Porting does not forgive contract obligations. Subject to identity validation and safeguards, Compudile will provide reasonably required account and port-out information.

(c) **Pending requests and releases.** As provided in Section 4(e), a valid port request received before the account is deleted or the numbers are released applies only to the numbers it identifies, is processed under applicable number portability rules, including 47 CFR §52.34, and keeps those numbers available to complete the port, even while the account is suspended and without restoring other Services. Numbers not included may be released when legally permitted. A port request that is rejected and not corrected, withdrawn, or not valid does not delay deletion or release under Section 4(d). Customer remains liable for all charges until the port is completed or the number is released. After a release without a completed port, the number is permanently lost to Customer and Compudile has no obligation to restore it.

(d) **Number provisioning and special cases.** International, toll-free, emergency, specialty or non-geographic numbers may have additional regulatory limits and carrier requirements stated in the order or applicable published tariff. Customer is responsible for providing correct porting documentation.

(e) **Port-out and charges.** A port-out, service change or downgrade, or any other termination or discontinuance of Services, on any day of the month never results in proration, credit or refund of MRC billed or due for that month. A port-out of all of Customer's numbers for the affected Services is treated as a cancellation notice under Section 2(e), and if it occurs during a fixed Term, the early termination charge under Section 5(a) applies. This Section does not change Section 9(b).

10 EMERGENCY CALLS (9-1-1) AND LOCATION ACKNOWLEDGMENT

(a) **Limitations.** Interconnected VoIP 9-1-1 may be unavailable, delayed, or misrouted during loss of power, Internet or broadband failure, congestion,

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device malfunction, moves, use of non-native numbers, location-database delays, or suspension/termination. Users must have a suitable alternative method of reaching emergency responders.

(b) **Dispatchable and registered location.** Before activation, Customer shall provide the physical location where each relevant device or line is initially used, including any suite, floor, room or other dispatchable-location details required for emergency response, and shall identify emergency-call notification recipients where required. Customer must update location information before moving devices or lines and cooperate in validating it. Compudile will perform the emergency-dialing, notification and location-transmission functions required of Compudile for the applicable subscribed service and for any multi-line telephone system that Compudile actually hosts or manages, consistent with 47 CFR Part 9 and other applicable law. For fixed and non-fixed VoIP services, the type of location information transmitted and available update mechanisms depend on the applicable regulatory category and technical design; this provision does not excuse compliance with any applicable FCC duty. Customer or its separately retained administrator remains responsible for the on-premises systems, devices and network it controls.

(c) **Updating a location.** Compudile shall provide a method for Customer to update Registered Location at no charge, with accessibility and availability consistent with applicable FCC requirements. Customer shall test and use the available method as instructed and keep locations current. A move not reported before use can send emergency personnel to the wrong site. "Registered Location" means the physical address, including suite, floor or room, that Customer provides for a device or line as the location where it will first be used and later updates under this Section.

(d) **Nomadic users.** Softphones and mobile applications may not automatically report a roaming user's actual location. When away from the Registered Location, a user should use the native mobile dialer or other suitable emergency calling method, as appropriate.

(e) **Prominent advisory and affirmative acknowledgment.** Before activation, Compudile shall prominently provide the required plain-language E911 limitation advisory and obtain and retain a separate affirmative Customer acknowledgment of receipt and understanding consistent with 47 CFR 9.11(b)(5). The acknowledgment must not be preselected. Compudile will provide warning labels or an alternative conspicuous notice permitted by applicable

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rules, prior to activation. The Customer must communicate the advisory to relevant users and, if physical warning labels are provided, place them on or near covered equipment. Service shall not be activated before the required acknowledgment is received.

(f) **Responsibility and indemnity.** Customer shall inform its users, maintain current location data, and indemnify Compudile from third-party claims caused by Customer's failure to satisfy those duties to the extent permitted by law. No contractual disclaimer removes a statutory duty or immunity limitation imposed by applicable law. Customer will include the 9-1-1 limitations in its agreements or policies with its end users and will ensure its users receive the advisory in Section 10(a). Compudile will obtain the acknowledgment required by 47 CFR 9.11(b)(5) from existing subscribers as the law requires.

11 LAWFUL USE, RECORDING, MESSAGING, AND ROBOCALL MITIGATION

(a) **Lawful calling.** Customer shall comply with law governing calls, texts, robocalls, telemarketing, consent, opt-outs, caller ID and spoofing, including 47 U.S.C. 227 and applicable FCC rules. Customer may present only numbers it controls or is authorized to use and shall provide documentation on request.

(b) **Recording and transcripts.** Customer controls whether to enable recording, monitoring, automated transcription or call analytics. Customer is responsible for legally required notices and consents of all parties, including requirements under Florida Statutes Section 934.03 and laws of the jurisdictions involved. Compudile may restrict features if necessary for compliance.

(c) **SMS and other messaging.** Messaging functions, if ordered, are subject to additional carrier registration, campaign approval, acceptable-use and consent requirements. Registration, reachability and delivery are not guaranteed. Customer bears responsibility for the legality of its outbound campaigns and content.

(d) **Customer identity and traceback.** Customer shall provide accurate entity and principal information, intended call-use information and timely cooperation with reasonable KYC, traceback, robocall mitigation and carrier investigations. Compudile may immediately block suspected illegal or abusive traffic or suspend affected Services when reasonably necessary to address fraud, carrier directives or law.

(e) **Responsibility for illegal usage.** Customer shall defend and indemnify Compudile and its carriers against third-party claims, fines, penalties and

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reasonable costs arising from Customer-controlled unlawful traffic, recording or messaging, except to the extent attributable to Compudile's own unlawful acts or misconduct.

12 CONFIDENTIALITY, DATA, AND HIPAA

(a) **Confidentiality.** Each party will protect the other's nonpublic business information using reasonable safeguards, use it only as necessary for the Services or lawful purposes, and limit disclosure to persons with a legitimate need or where required by law.

(b) **HIPAA only where applicable.** The ordinary transmission of voice communications without storage or access beyond what is incidental to transmission may qualify as a HIPAA conduit service and does not, merely because Customer is a healthcare organization, require Compudile to sign a Business Associate Agreement ("BAA"). If an ordered functionality causes Compudile to create, receive, maintain, store, process or access protected health information ("PHI") as a HIPAA Business Associate - such as certain voicemail storage, call recordings, transcripts, or analytics - that functionality may be used for PHI only after the parties have executed a suitable BAA and Compudile has arranged any legally required subcontractor protections. If Customer requests a BAA, Compudile will evaluate the applicable Services and features before entering into a BAA, and any BAA will be formalized separately in writing. Not all feature combinations are approved for PHI; approval must be confirmed in writing for the particular Service. Nothing in this MSA represents that all upstream providers or all configurations are covered by a BAA.

(c) **PHI at termination or nonpayment.** (i) Where Compudile is not a Business Associate and holds no PHI under an applicable legal obligation, ordinary suspension, termination, deletion and number release for nonpayment apply as provided in Section 4. (ii) Where Compudile provides PHI services under a BAA, Compudile may suspend or terminate for nonpayment, and will comply with its legal and BAA obligations regarding the protection, access, return or destruction of that PHI through a method Compudile selects that does not require Compudile to restore or continue providing Services without charge. Nothing in this MSA authorizes Compudile to withhold PHI as a collection mechanism or to delete PHI in breach of a legal obligation, and Customer remains liable for all charges. Except as stated in this Section, the BAA controls over conflicting MSA language concerning the handling of PHI.

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(d) **Ordinary records and retention.** For non-PHI ordinary service records, Customer remains responsible for retaining copies of recordings, voicemail, transcripts and call history needed for its business. Storage periods and export functionality depend on the ordered Services and lawful retention duties. Compudile does not guarantee indefinite retention; nonstandard exports and recovery may be quoted before work begins. Customer is responsible for enabling only features suitable for its regulatory and confidentiality needs.

13 DISCLAIMER, LIABILITY LIMITS, AND INDEMNIFICATION

(a) **Service disclaimer.** Except for express written commitments in a signed/accepted Service Order or SLA, Services are provided using commercially reasonable efforts and subject to Internet and network dependencies. Compudile makes no guarantee of continuous service or zero security incidents. No disclaimer limits duties that cannot lawfully be waived.

(b) **Consequential damages.** To the fullest extent permitted by law, neither party is liable to the other for lost profits, business opportunities, loss or corruption of data, recordings or call records, or indirect, incidental, special, exemplary or consequential damages arising from the Services. This does not erase Customer's obligation to pay valid recurring charges, usage, taxes, late charges or agreed early termination amounts.

(c) **Aggregate cap.** To the fullest extent permitted by law, Compudile's aggregate liability relating to a specific Service Order will not exceed the fees actually paid for the affected Services during the three months immediately before the event giving rise to the claim. This cap does not limit liability for fraud, gross negligence, willful misconduct or liabilities that cannot be limited by law. This cap also applies to claims relating to PHI or a BAA.

(d) **General indemnity.** Each party will defend and indemnify the other against third-party property damage or bodily injury claims to the extent resulting from its own negligence or willful misconduct, subject to applicable limitations. Customer's additional indemnification duties for unlawful use, recording, spoofing and incorrect 9-1-1 location information appear in Sections 10 and 11. Indemnification requires reasonably prompt notice, reasonable cooperation and control of defense consistent with the indemnitee's legitimate interests.

(e) **Outages.** For an eligible outage subject to a separately accepted SLA, the SLA's credits are the sole contractual monetary remedy for the outage, except

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liability that cannot lawfully be limited. Without an SLA, no automatic monetary credit applies.

(f) **9-1-1 liability.** To the maximum extent permitted by applicable law, including any statutory protections governing emergency communications providers, the limitations in this Section apply to claims involving the availability, delay or routing of 9-1-1 calls. Nothing in this MSA releases a duty that cannot legally be waived or confers immunity beyond that provided by law.

14 FORCE MAJEURE

Neither party is liable for delay caused by events beyond reasonable control, including severe weather, widespread carrier or Internet disruptions, government actions, civil disorder and similar circumstances, to the extent the party could not reasonably avoid the impact. The affected party shall act in good faith to mitigate and resume performance. This provision does not excuse payment already due. If a material affected Service remains unavailable due to a force majeure event for more than 30 consecutive days, either party may terminate only that affected Service without an early termination charge by written notice; charges for undelivered affected Service after termination are not due, and other functioning Services remain billable.

15 CHANGES IN LAW, COSTS, AND SERVICE CONFIGURATION

(a) **Regulatory changes.** If a change in law or binding regulator/carrier requirement makes a feature unlawful or materially changes compliance obligations, the parties will cooperate on a compliant replacement. Compudile may suspend the affected feature if legally required, using reasonable notice when practicable, without changing unaffected Services.

(b) **Changes in third-party and regulatory costs.** Compudile may update taxes, mandatory government fees and legally permitted regulatory pass-through amounts as required or allowed by law. If documented carrier, network or mandatory compliance costs for an affected Service materially increase during a fixed Term, Compudile may propose a corresponding, objectively supportable recurring price adjustment by providing at least thirty (30) days' written notice identifying the affected Service and the reason for the adjustment. If a proposed non-governmental increase materially changes the accepted MRC and Customer rejects it before its effective date, the rejection does not waive or reduce any early termination charge under Section 5: if Customer terminates the affected Service as a result, any early termination charge under Section 5 applies (none applies to month-to-month service), and Customer remains

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responsible for earned amounts and separately disclosed noncancelable equipment obligations. Compudile may instead agree to maintain existing pricing. Unaffected Services remain in force.

(c) **Contract changes and new versions.** Compudile may publish updated versions of this MSA at https://compudile.com/legal under "Telecom Master Service Agreement", the same location where this MSA is published. A new version applies to new customers from its effective date. For an existing Customer, the version identified in its accepted Service Order continues to apply until the earliest of (i) the start of a new expressly accepted fixed Term, (ii) for month-to-month service, the first day of the next billing cycle that begins at least thirty (30) days after Compudile gives notice of the new version under Section 18(a), or (iii) Customer's written or electronic acceptance of the new version. Changes required by law or regulation may apply to existing Customers earlier, with notice. Price adjustments during a fixed Term are governed by Section 15(b). Except as stated in this Section, posting a new web version does not change an accepted Service Order or its Term.

16 NONPAYMENT-EXCLUDED DEFAULTS AND DISPUTES

(a) **Other material breach.** For a material breach other than payment, the nondefaulting party shall provide written notice describing the breach and at least 30 days to cure when curable. If it remains uncured, that party may terminate the affected Services on written notice. Immediate protective suspension is permitted for credible fraud, unlawful traffic, network threats and legal/carrier directives as provided elsewhere in this MSA.

(b) **Negotiation and mediation.** For disputes not resolved by normal customer support, authorized representatives will try to resolve them in good faith. The parties may participate in nonbinding mediation, but no mandatory mediation prerequisite prevents Compudile from collecting an overdue invoice or pursuing a permitted small-claims action.

(c) **Forum and governing law.** Any dispute arising out of or relating to this MSA or a Service Order that is not resolved by negotiation under Section 16(b) shall be brought exclusively in the state courts or the federal courts located in Hillsborough County, Florida, and each party consents to the personal jurisdiction of, and venue in, those courts. A party may seek temporary or injunctive relief in those courts to preserve its rights, and may bring a small-claims matter in the small-claims court of competent jurisdiction in Hillsborough

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County. Florida law governs, without displacing federal telecommunications law.

(d) **Legal fees.** Customer shall pay Compudile's reasonable collection costs and attorneys' fees incurred in collecting amounts owed under this MSA or a Service Order, for the amounts collected. Otherwise, each party bears its own fees except where a specific law, lawful award or express applicable contract provision permits recovery.

17 ASSIGNMENT, AFFILIATES, AND PROVIDERS

Neither party may assign material contract obligations without the other party's prior consent, not to be unreasonably withheld, except an assignment to a successor in connection with a bona fide merger, reorganization or sale of substantially all relevant assets, provided the successor assumes the applicable obligations and the other party receives reasonable advance written notice. Compudile may use affiliates, carriers and subcontractors to deliver Services while remaining responsible to Customer for the obligations it expressly undertakes. An affiliate of Customer that orders Services directly must be identified and bound through an accepted Service Order or other suitable acceptance; affiliate status alone does not create joint liability.

18 NOTICES, ELECTRONIC RECORDS, AND MSA VERSIONS

(a) **Notices and official cancellation address.** Compudile may send contractual and billing notices to Customer's primary notice email shown in the accepted Service Order, as later updated in writing. Customer is responsible for maintaining that email and may provide a secondary address voluntarily. Notices of cancellation directed to Compudile must be sent in writing to **cancellation@compudile.com** or delivered by certified mail or recognized courier to Compudile Inc., 4023 N Armenia Avenue, Suite 105, Tampa, FL 33607, Attn: Contracts. A verifiably delivered notice to the designated address does not require a separate acknowledgment to be effective. The effective date of a cancellation is determined under Section 2(e). Other email addresses or support channels are not designated cancellation addresses unless Compudile expressly accepts the notice in writing. Except for notices independently required by applicable law, Compudile does not undertake a contractual reminder or receipt-confirmation schedule; any invoice, term-end or post-suspension reminders are discretionary. Email notice is effective upon successful transmission to the designated address except where mandatory law requires another rule. Compudile may use alternative methods if delivery fails, without creating a contractual obligation to exhaust every contact method.

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(b) **Electronic transactions.** The parties agree that electronic orders, signatures, checkboxes and audit records may evidence acceptance. The person accepting for Customer represents authority to bind the business. Compudile may verify identity and may require additional documentation for sensitive transactions, porting or payment authorization.

(c) **Version control.** The MSA version explicitly identified in the accepted Service Order applies throughout that order unless properly amended. Compudile shall archive that version in downloadable form, even if the public landing page later displays a newer one. No later website change modifies a Customer's accepted version by itself, except as provided in Section 15(c).

(d) **No waiver.** A failure to enforce a provision once is not a future waiver. Amendments must be accepted by both parties except as expressly allowed by Section 15 or applicable law.

19 COMMERCIAL USE AND CUSTOMER REPRESENTATIONS

Services are offered exclusively for business and commercial purposes, not residential, household, family or personal use. Customer warrants that it is a business entity or is purchasing for business activities; the acceptor is an authorized representative; required entity, tax, contact and location data are correct; and Customer will make appropriate information available for identity, anti-fraud, regulatory and emergency-service compliance.

20 ORDER OF PRECEDENCE; ENTIRE AGREEMENT

(a) **Documents.** The accepted Service Order, this version of the MSA, any accepted Change Order, and any separate Service Level Addendum or BAA applicable to a Service form the complete agreement for that Service and supersede earlier discussions concerning it.

(b) **Priority.** Where a signed BAA applies, the BAA controls the handling of PHI. No BAA or PHI obligation limits Compudile's legal rights to suspend, terminate or collect charges under this MSA, and PHI is handled in compliance with Section 12(c) and applicable law. The limitations of liability in this MSA are not changed by any BAA or PHI obligation and remain subject to applicable law. Mandatory law controls over any inconsistent contractual term. The accepted Service Order controls specific commercial items it states (parties, services, quantities, prices, Term, Go-Live commitments, equipment ownership and expressly identified exceptions to MSA clauses). The MSA controls other general terms. A later accepted Change Order controls only the Services and provisions it

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expressly changes; an SLA controls only the measurable support commitments it expressly covers.

(c) **Severability.** If a provision is held invalid or unenforceable, remaining provisions continue unless the agreement cannot operate as intended, in which case the parties will negotiate a lawful replacement. No exclusive relationship is created. Headings are for reference; the contract shall be interpreted according to its language and applicable law.

21 SURVIVAL AND CONTACT DETAILS

Accrued charges, including charges that accrue during suspension, enforceable early termination amounts, confidentiality, the lawful return or destruction of data, porting duties, indemnification, liability limitations, governing law and provisions that by their nature survive termination will remain effective to the extent permitted by law. Compudile Inc., 4023 N Armenia Avenue, Suite 105, Tampa, FL 33607; telephone 813-444-0110; sales@compudile.com. Contractual cancellation notices shall be sent under Section 18(a) to cancellation@compudile.com, under the designated cancellation address and delivery rules stated there. Customer notice details appear in the accepted Service Order.

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