

PRODUCT SCHEDULE

neardata Hosted Contact Center Service

This Product Schedule (this "**Schedule**") between **neardata.net, Inc.** ("neardata") and the customer entity purchasing any of the Services (as defined below) ("**You**") is effective immediately upon Your initial use, order or purchase of the Services and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "**MSA**") by and between neardata and You.

By ordering the Services, selecting "I Accept and Continue" in Your Account (as defined below), or using the Services, You accept this Schedule and agree to be bound by all of the terms and conditions of (i) the MSA; and (ii) this Schedule.

This Schedule includes the terms and conditions governing neardata's Hosted Contact Center service and certain product and management features or advanced features which may be offered at additional costs, and which neardata, in its sole discretion, may add, modify, or delete from time to time.

neardata's Hosted Contact Center service is not a regulated telecommunications service. However, customers may (or, in the case of the Express version of neardata's Hosted Contact Center service, are required to) purchase regulated telecommunications services from neardata Parties (as defined below) for use in connection with neardata's Hosted Contact Center service. Any regulated telecommunications services that are purchased from neardata Parties for use in connection with neardata's Hosted Contact Center service are provided by AccessLine Communications Corporation dba Voice Telco Services ("**Voice Telco Services**") (a SIP & Cloud partner of neardata.net, Inc.). Note that Your acceptance of the MSA also constitutes Your acceptance of this Schedule, as well as the Product Schedules for any other neardata Services You purchase. Your acceptance of such terms is a necessary precondition before You can receive the Services described by this Schedule.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. **In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern; provided, however, that, notwithstanding the foregoing, any sections specifically indicated herein as being in priority to the MSA shall supersede the MSA regardless of whether there is an actual or apparent conflict or inconsistency with the terms set forth in the MSA.**

Definitions. For the purposes of this Schedule, the following definitions apply:

"Access Information" means information that, alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Contact Center Agents.

"Account" means the account created with neardata in connection with this Schedule that relates to Your purchase or subscription to and use of Services by You and Your Contact Center Agents.

"Contact Center Agent" means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with neardata's entitlement procedures.

"Contact Center Agent License" means the type of license(s) (concurrent licenses in the case of the Pro and Elite versions of neardata's Hosted Contact Center service; dedicated licenses (i.e., licenses assigned to specific users) in the case of the Express version of neardata's Hosted

Contact Center service) purchased to authorize Contact Center Agents to log in to the Contact Center as a Service (CCaaS) agent software and to use the Services included with such license.

“Content” means the audio and visual information, documents, software, products and services contained or made available in the course of using the Services.

“Data” means any data, information, reports, logos, brands and brand identification, trade names, trademarks, domain names, service marks, graphics or material provided or submitted by You to neardata in the course of using the Services. It also includes any call recordings generated through expected use of the Services.

“Documentation” means the specifications and operating manuals of the Services and other printed materials that may be provided to You.

“neardata Parties” means neardata's officers, employees, agents and representatives; neardata's affiliates (including parents and subsidiaries), vendors, licensors and partners; and their respective officers, employees, agents and representatives.

“Platform” means the equipment, operating system, servers and network environment on and with which the Services are hosted by neardata and additions or replacements to the foregoing which may be determined by neardata from time to time.

“Services,” as used in this Schedule, means the neardata Hosted Contact Center suite of products.

“Use” means to utilize, run, store, operate or display the Services.

1 Use and Restrictions.

1.1 Use of the Services. You shall not (i) license, sub-license, sell, rent, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or Content in any way (other than as necessary in connection with permitted resales of the Services under neardata's reseller program); (ii) modify or make derivative works based upon the Services or Content; (iii) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or marking to the Services, nor add any other notices or markings to the Services or any portion thereof; (iv) access the Services (a) for benchmarking or competitive purposes (including without limitation building competitive products or services), (b) in order to build a product using similar ideas, features, functions or graphics of the Services, or (c) in order to copy any ideas, features, functions or graphics of the Services; or (v) reverse engineer the Services. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without neardata's prior written consent. You may not access the Services if You are a direct competitor of neardata, without neardata's prior written consent pursuant to a separate written agreement.

1.2 Number Portability. [*This Section 1.2 is only applicable if You request neardata to port phone numbers for You (and neardata agrees to port such numbers for You) in connection with Your purchase of neardata's Hosted Contact Center service.*] Availability and use of local and toll free number portability, for porting an existing telephone number to neardata, is subject to neardata's policies, as modified from time to time. If number portability is offered by neardata and You decide to transfer Your existing number, You authorize neardata to process Your order for the Service and to notify Your service provider of Your decision to switch Your services to neardata and to transfer Your telephone number, and represent that You are authorized to take these actions. You may be required to complete a letter of authorization, provide neardata with a copy of Your most recent bill from Your service provider, as well as provide neardata with any other information required by Your service provider to port Your number. Failure to provide any information requested by neardata or the third party service provider will delay the porting of the number to neardata shall not be responsible for (a) any delay in the

porting of Your number or (b) outages with Your service provider prior to the successful completion of Your number port to neardata, and neardata will not provide credit for any such delays or outages. Expedites are not available. neardata has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

1.3 Changes to Local Number Port Orders. [*This Section 1.3 is only applicable if You request neardata to port phone numbers for You (and neardata agrees to port such numbers for You) in connection with Your purchase of neardata's Hosted Contact Center service.*] If a Firm Order Commit (FOC) date for a local port order is canceled or changed by You or Your Agent/representative more than three (3) business days before the agreed-to date, there may be a charge of ten dollars (\$10.00) per Telephone Number (TN). If an FOC date is canceled or changed by You or Your Agent/representative within the three (3) business days prior to the agreed-to date, there will be a charge of fifty dollars (\$50.00) per TN. If You require a reversion to prior service on the day of the port or within twenty-four (24) hours of the port occurring on the FOC date, there will be a charge of four hundred fifty dollars (\$450.00) per TN. You acknowledge that neardata cannot guarantee that such an immediate service reversion for local numbers is even possible. Any change/cancellation of local porting orders received after 12:00 noon Pacific will be considered as received on the next business day. All such charges are not refundable and do not qualify under any service guarantees.

1.4 Changes to Toll-Free Port Orders. [*This Section 1.4 is only applicable if You request neardata to port toll-free phone numbers for You (and neardata agrees to port such numbers for You) in connection with Your purchase of neardata's Hosted Contact Center service.*] Changes to toll-free port orders are not supported once submitted. Cancels of toll-free porting orders are entirely the responsibility of You or Your Agent/representative to arrange with the current service provider.

1.5 On-Site Requirements. You are responsible for all aspects of Your working environment and of the access connectivity (Internet connectivity and local area network) they provide with respect to any quality of service issues to which they may contribute. Should You encounter material quality of service issues with Your Service which are not related to Your working environment or to the access connectivity provided by You, but rather are attributable to the network or software provided by neardata, then neardata will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to neardata by You. Should neardata fail to achieve a remedy within thirty (30) days, then You will be free to discontinue Service without liability for early termination fees. Should reported quality of service issues be determined to be a result of Your provided access connectivity or of Your working environment, then neardata will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, You will remain responsible for its repair and will be held to the contracted commitments as executed.

1.6 Interruptions. Access to neardata's Platform and the Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. neardata will not be liable if the Services are unavailable to You due to circumstances beyond the control of neardata, including without limitation equipment malfunctions or human errors (the "**Interruptions**"). Without limiting the foregoing, neardata shall not be liable for any Interruption caused by (a) the failure of any service or facilities provided by You or any party other than neardata (including without limitation any telecommunications carrier or Internet service provider); (b) the negligence or willful act or omission of You or Your employees, agents or others for whom You are legally responsible by law; or (c) any improper use of the Services by You or any of Your Contact Center Agents.

1.7 Security of Access Information. You are responsible for maintaining the confidentiality of any Access Information used to access the Services and/or Platform. You shall notify neardata immediately of any unauthorized use of any Access Information or neardata account or any other known or suspected breach of security.

1.8 Rights to Use Data. You represent that You have, and will at all times during Your use of the Services continue to have, the right to provide Your Data to neardata, including, but not limited to,

obtaining applicable consents from identifiable individuals, in connection with using the Services pursuant to this Schedule.

1.9 Breach of this Schedule. A breach of Your obligations or commitments under this Schedule constitutes a material breach of the MSA.

2 Fees, Billing, Taxes and Charges

2.1 Fees. The fees initially charged upon ordering the Service will be effective for the Initial Term and each Renewal Term of this Schedule, provided that, unless otherwise provided in a written agreement between You and neardata will have the right to increase these fees at any time upon notice to You. If You do not agree with such fee increase, You will have the right to terminate this Schedule and the applicable Service immediately upon notice, provided that such notice of termination must be received within thirty (30) calendar days of date of notice of the fee increase. All payments shall be in US dollars (or, if requested by You and agreed to by neardata, in Canadian dollars). You will pay all non-recurring and recurring fees, regulatory cost recovery fees, surcharges, assessments and taxes billed to Your Account. Fees are non-refundable. neardata may charge a reactivation fee to renew Service for Accounts that have been suspended for non-payment or terminated by You.

2.2 Advance Payment and Deposits. Activation and monthly recurring charges are billed in advance. Usage and long distance charges are billed in arrears. Recurring charges commence accruing at the time the Services are provisioned by neardata. Payment of all charges is due thirty (30) days from the date of the invoice (the "**Due Date**") unless You have selected to automatically pay by credit card in which case charges will be automatically applied to the credit card associated with Your Account(s). If You fail to pay for all charges by either: (a) more than thirty (30) days past the Due Date on one (1) occasion, or (b) more than fifteen (15) days past the Due Date on two (2) occasions within any twelve (12) month period, then You will be, upon receipt of written request from neardata required to pay a billing deposit ("**Billing Deposit**"), of an amount equal to twice Your average monthly bill for Services for the preceding three (3) month period. If You fail to pay the Billing Deposit within ten (10) days of receipt of the request to do so, then neardata may, in its sole discretion and in addition to any other remedies available to neardata, suspend or terminate all Services provided to You and maintain the Services in a suspended status until such time that You have paid all amounts then due, including the Billing Deposit. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, neardata may make reasonable pro-rations to recurring charges.

2.3 Fair Use.

a. neardata may offer calling plans that are described as including unlimited minutes of use. neardata may also offer messaging plans that are described as including unlimited messages. neardata reserves the right to review usage of any "unlimited" plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 3.3(e) below without notice to You. "Fair Use" means that (i) with respect to calling plans, the combined number of outbound minutes plus local inbound minutes or (ii) with respect to messaging plans, the combined number of outbound messages plus inbound messages, in either case does not substantially exceed, in neardata's reasonable judgment, the average use of all other neardata customers as measured on a per Contact Center agent basis. Usage and associated charges for excess usage will be determined based solely upon neardata's collected usage information. Fair Use also prohibits any activities that result in excessive usage including, but not limited to, auto-dialing, predictive outbound dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting, or transmitting broadcast messages, or any activity that disrupts the activities of neardata and/or other neardata customers; provided that, for purposes of clarification, this sentence does not prohibit the use of neardata's appointment reminder service.

b. Fair Use assumes that, for any service packages or bundles that include outbound calling to Alaska and/or Hawaii, outbound long distance traffic to those destinations cannot, in aggregate, exceed one percent (1%) of the total Outbound Long Distance traffic in any calendar month; otherwise, all outbound long distance traffic to Alaska and Hawaii in such month may be subject to a price premium of up to \$2.50 per minute, at neardata sole discretion.

c. Certain outbound dialing functions, such as (i) Dynamic Notification and (ii) SWAT message blasts, may be limited in volume based on neardata's system, network and infrastructure capacity.

d. Fair Use assumes that Interactive Voice Responses (IVRs) are built and used with the purpose of queueing calls and logging in agents to manage those activities.

e. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that neardata may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into neardata check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

2.4 Taxes. You shall be liable for all taxes, governmental fees, surcharges and assessments to be paid related to fees and charges arising under this Schedule or in connection with the Services. You shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services. Unless Applicable Law or changes in Applicable Law require otherwise, applicable taxes, governmental fees, surcharges and assessments for the Services shall be applied based upon the jurisdiction in which You primarily use the Services ("**Place of Primary Use**"), and You and neardata agree that the primary business street address You designate on Your Account for purposes of this Schedule shall also be Your Place of Primary Use for determining applicable taxes for all charges on Your neardata Account.

3 Use of the Services.

3.1 Business Use. You will use the Services for Your own internal business, non-personal use. You will not allow any third party, including Your vendors and service providers, to access or use the Services (provided that this limitation does not apply to business process outsourcing (BPO) functionality that allows for a third party to log in to a web application as an external user solely to perform, for You and as Your representative, Contact Center Agent activities or monitoring activities with respect to the Services). For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

3.2 Restricted Activities. You will not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the Services; (h) unlawfully record conversations in violation of applicable law; (i) to make calls that are not between individuals (e.g., automated calls are not permitted); or (j) in a manner deemed by neardata to be inappropriate.

3.3 Service Integration with Elevate. Customers purchasing the Express version of neardata's Hosted Contact Center service are required to also purchase Elevate unified communications service (which is only authorized for use in the United States and Canada), as the Express version does not function with other providers' unified communications services.

3.4 No Resale. Services are for Your use and not third parties, and You are prohibited from intermingling traffic. You acknowledge and agree that (a) in order to resell the Services, You must enter into a separate written agreement with neardata providing for such resale rights and (b) reselling the Services may require regulatory approvals. Without such an agreement in place with neardata, You shall not resell the Services, and doing so constitutes an abusive practice subjecting You to immediate termination of this Schedule and the Services.

3.5 Applicable Law; Regulatory Matters.

a. Applicable Law. You acknowledge and agree that access to and use of the Services may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Services, in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Contact Center Agents are not named on any Governmental Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Contact Center Agents to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Service in a lawful manner.

b. Regulatory Matters. **Notwithstanding any other provision of this Schedule or the MSA, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by neardata pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority.** All taxes, regulatory fees, surcharges, assessments or other charges imposed by any Governmental Authority on You or neardata are in addition to the fees and charges of neardata and are the sole responsibility of You. If any such taxes or fees are assessed upon neardata may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your neardata charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a Governmental Authority, You hereby indemnify neardata against any claim arising out of Your failure to do so.

c. Fraud. It is the express intention of the parties that You, and not neardata, will bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Schedule to You. neardata reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof; provided, however, that any such action will be consistent with applicable federal, state and local laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the Services.

3.6 Call Recording Features. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the MSA, You agree and acknowledge that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between federal and state jurisdictions, and between state jurisdictions, and locally. You agree that You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using call recording features. You must also abide by all applicable international laws, rules and regulations. neardata expressly disclaims all liability with respect to Your recording of conversations. You hereby release and agree to hold harmless the neardata Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services. You should carefully review Your particular circumstances when deciding whether to use the recording features of the Service, and it is Your responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable federal, state or local laws. The neardata Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by any Contact Center Agent, whether legal or illegal. The call recording feature is intended for single person use only. neardata reserves the right to disconnect or modify Your service plan if neardata determines, in its sole and absolute discretion, that Your usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the Services.

In some states, You are required to obtain consent from all parties to record a phone call. As a result, You may need to inform Your employees and third parties whom You call through the Services that their calls are being recorded. Third parties will receive an automated announcement indicating that the call is being recorded only when they call You. You are responsible for obtaining any and all legally-required consents when You make a call with call recording enabled. You should consult with an attorney prior to recording any call. The information above does not constitute legal advice.

3.7 Caller Identification Services (“CNAM”).

(a) Outbound CNAM is available upon request, although neardata reserves the right to provide a default name which will typically be either the name of the enterprise account or the billing contact for the Services, as provisioned in neardata's systems as of the date that the CNAM order is entered. neardata may modify the name submitted to meet regulatory and/or third-party vendor requirements. Upon request, neardata may modify the CNAM in a manner consistent with relevant law, and charges may apply. If You prefer for Your number not to be displayed, You must request initiation of the privacy indicator on Your account. neardata is not responsible for CNAM not operating properly as neardata, as all providers in the industry, relies on third-party databases and provisioning by the carrier or other provider that terminates the call to the called party. neardata has no control over such third parties.

(b) neardata's Hosted Contact Center service provides customers with the ability to customize their own CNAM information, including the name and phone number presented to the recipient of the call. This feature allows customers to configure their CNAM data so that all calls from their organization to present a uniform company name and callback number. You are responsible for (i) using this feature in a manner that complies with all applicable laws and (ii) obtaining any and all necessary consents in connection with any names and phone numbers that You use in Your customized CNAM data. You are prohibited from using another person's or entity's name or phone number in Your customized CNAM data without such other person's or entity's consent. In the event of any claim made or action filed related to Your unauthorized use of another person's or entity's name or phone number in Your customized CNAM data, You shall defend and hold harmless neardata for all liabilities and damages suffered by neardata as a result of said claim or action.

3.8 “Hold” Music. You represent to neardata that, to the best of Your knowledge, any and all Hold Music provided by You to neardata for the purpose of uploading to the Service is (a) not in violation of any third parties' patent, trademark, copyright or service mark rights; (b) is not libelous, obscene or otherwise contrary to the law; and (c) does not violate any third party's right of privacy or publicity; and that no such claims by third parties or the possibility of such a claim has been brought to Your attention. Accordingly, in the event of any claim made or action filed for misrepresentation, content, patent, trademark, service mark, or other copyright infringements arising out of the Hold Music provided by neardata at Your request, You shall defend and hold harmless neardata for all liabilities and damages suffered by neardata as a result of said claim or action.

3.9 Chat Functionality. The chat functionality available through the Services (“Chat Queues”) is subject to the following restrictions and limitations:

a. *Web Links Not Scanned*. neardata Chat Queues allow users to share URLs or other forms of web links with one another via chat. However, neardata does not scan such URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, “**Harmful Content**”). neardata expressly disclaims all liability with respect to any Harmful Content contained in any URL or web link shared between Your Contact Center Agents via neardata Chat Queues. You hereby release and agree to hold harmless the neardata Parties from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared by or with Your Contact Center Agents via neardata Chat Queues.

b. *User Content.* neardata does not screen or filter the content of messages, links or attachments sent via neardata Chat Queues (whether for offensive or illegal content, viruses or otherwise), and neardata does not modify any user content sent using neardata Chat Queues. As with all Services, You assume full responsibility and liability for the legal and compliant use of neardata Chat Queues by Your Contact Center Agents. neardata expressly disclaims all liability with respect to any content, links or attachments included by or to Your Contact Center Agents in an neardata Chat Queue message. Message history (for messages sent via neardata Chat Queues) is retained by neardata for such time period as may be determined by You or by neardata (provided that it shall be deleted promptly following the termination of the Services) and, as such, may be available, if required, for production in connection with legal proceedings in which You may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands.

c. *Service Limitations and Disclaimers.* neardata Parties expressly disclaim all liability with respect to any delays in the delivery of messages using neardata Chat Queues, messages that are not successfully delivered, messages that are deleted or lost, or user errors in the use of neardata Chat Queues (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, or unclear or misleading communications due to the chronological/sequential presentation of chat messages). neardata Chat Queues do not support the ability to recall a message once it has been sent.

4 Your Data and Privacy.

4.1 neardata does not own any of Your Data unless otherwise stated by neardata will handle Your Data in accordance with the terms of the MSA, this Schedule, neardata's Privacy Policy and Applicable Law. neardata may use or disclose such information, including Data, to, among other things, enforce this Schedule; provide, support and bill for Services (including disclosure to third-party vendors and contractors); respond to or monitor technical issues with the Services; satisfy compliance requirements with respect to neardata's vendors; protect neardata's rights or property; and protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, neardata may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. You, not neardata, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, neardata will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. You understand and agree that it will be Your sole obligation to take, and that You will take, all measures necessary to protect Your Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

4.2 In providing the Services, neardata collects and maintains certain Data, known as customer proprietary network information ("CPNI"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which You subscribe. Your telephone numbers, name and address are not CPNI. neardata may use CPNI without Your consent to provide the Services; for billing and collection purposes; to protect neardata's rights or property; to protect users from fraudulent, abusive or unlawful use of the Services; or as required or permitted by law. neardata may also use CPNI to offer services to You in addition to those that You already purchase. neardata does not sell, trade or share Your CPNI to or with third parties for their marketing purposes (it being understood that this does not prohibit neardata from sharing Your Data, including CPNI, with third-party vendors that assist neardata with its marketing activities), unless You authorize such use.

5 Lawful Intercept. neardata intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA") and similar laws (including without limitation Section VI of Canada's Criminal Code). **By using the Service, You hereby agree and consent to neardata's right, pursuant to lawful request by law enforcement or any Governmental Authority, to monitor and otherwise disclose the nature and content of Your communications if and as required by applicable law, without any further notice to You.**

6 Limitation of Liability; Third-Party Services.

6.1 Limitation of Liability

(a) neardata will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Your requirements or expectations, hardware failures, interruptions, deletion of files or directories, errors, defects, or delays in operation or transmission, regardless of whether neardata has been advised of such damages or their possibility. neardata will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the MSA.

(b) Except as otherwise set forth in this Schedule, You agree that the total liability of neardata and any Voice Telco Party and Your sole remedy for any claims shall be as set forth in the MSA. Notwithstanding anything to the contrary otherwise set forth herein, the neardata Parties will have no liability whatsoever in the event that You have, either under neardata' direction or Your own actions, misconfigured any telephone, interactive voice response (IVR) or other device connecting to the Service.

(c) neardata's licensors and vendors are not responsible to You for any warranty provided by neardata.

6.2 Third-Party Services. The Services may be compatible with Third-Party Services. While neardata does not disclose or permit access to Your CPNI to Third-Party Services, Your installation or use of Third-Party Services on Your equipment or software could result in Your own disclosure of CPNI. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider. neardata does not warrant, endorse or support Third-Party Services. If You purchase, enable or engage any Third-Party Service for use with the Services, You acknowledge that the providers of those Third-Party Services may attempt to access and/or use Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use and access is outside of neardata control. neardata will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.