

ESI's VOICEMAIL TRANSCRIPTION SERVICE AGREEMENT

In addition to the general terms and conditions contained in the Service Agreement for Hosted Services between ESTECH SYSTEMS, INC. ("ESI") and Customer (the "Agreement"), the optional Voicemail Transcription Service subscribed to by Customer is further subject to the following terms and conditions. In the event of any inconsistency between this VOICEMAIL TRANSCRIPTION SERVICE AGREEMENT and the Agreement, this VOICEMAIL TRANSCRIPTION SERVICE AGREEMENT shall control.

1. **Provision of Voicemail Transcription Service.** ESI shall provide and hereby grants Customer a limited, non-exclusive, non-transferable license, to use the Visual Messaging Service and related transcription service (the "Service") solely for the purpose of this Agreement subject to Customer agreement to receive and pay for the Service at the rates set forth on the Customer Order Schedule(s) ("COS") and executed by Customer.
2. **Configuration Requirements.** The Service is only available to interface with ESI approved equipment, unless otherwise mutually agreed in writing by Customer and ESI. Customer will provide information on the equipment it intends to use in conjunction with the Service, as reasonably required by ESI in order for ESI to issue its authorization of such equipment prior to Service provisioning. ESI reserves the right to terminate the Agreement if the Customer attempts to use the Service with equipment other than what is previously authorized by ESI.
3. **Establishment of Service.** Customer will provide individual subscriber information prior to the establishment of Service and ESI's initial provision of the Service shall be limited based on such Customer provided subscriber information. ESI will notify Customer when the Service is available. Changes to the individual subscriber information initially submitted by Customer will be addressed through a service change order(s) to ESI.
4. **Customer Passwords and Account Security.** Customer agrees and understands that it is responsible for maintaining the confidentiality of passwords associated with any account it uses to access the Service. In the event that Customer has any reason to believe that a password has been compromised, Customer shall immediately notify ESI so the password can be de-authorized and reset.
5. **Message Transmission Response Time.** The standard response time for Voicemail Transcription Service transmission is expected to be less than one (1) minute. The actual response time may vary depending on the Customer's phone system device reception at the time of receiving the Service, e.g. ITSP service outage, ISP service outage, etc.
6. **Message Transcription Limitations.** Some voicemail might not be completely or accurately transcribed. The actual transcription might vary depending on the length and quality of the received voicemail. Some common limitations include messages over one (1) minute in length, poor quality or unrecognizable audio content, multiple speakers on message, use of uncommon words or phrases or industry-specific terminology and accent of caller or use of non-English words not commonly recognized by English speakers. The following apply to the completion and quality of transcription:
 - A. Incomplete messages will end with [...]. Only the first sixty (60) seconds of each voice message will be transcribed. For longer messages, you will need to listen to the voice message itself. Any profane or offensive language also will not be transcribed and will appear as [...] in the transcription.
 - B. Voicemail Transcription Service is an automated service which is subject to the limitations shown above.
 - C. All voice mails processed regardless of transcription quality or lack of transcript due to poor audio quality, count as a voice mail transcription provided.

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7. Disclaimer of Warranties and Assumption of Risk. CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS AN AUTOMATED PROCESS AND ACCURACY IS NOT GUARANTEED, THAT CUSTOMER USES THE TRANSCRIPTION SERVICE AT ITS OWN RISK AND THAT THE AGREED PRICING REPRESENTS THIS ALLOCATION OF RISK AS BETWEEN ESI AND CUSTOMER. THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE. ESI EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR TRANSCRIPTS OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

8. Indemnification. Customer shall indemnify, defend and hold ESI harmless from (i) all claims of any nature, whether civil, criminal or administrative, which are directly or indirectly related to Customer's use of the Service, including but not limited to any claims made by Customer's users with respect to Customer's use of the Service, that Customer's information or information derived from it violates a copyright or other proprietary right or is defamatory or that Customer's use of the Service violates any local, state, or federal rule, regulation or law pertaining to the use of data belonging to third parties or use of voice mail and (ii) all damages, costs and/or expenses (including reasonable attorneys' fees and expenses) related to or resulting from such claims. CUSTOMER HEREBY WAIVES, ON BEHALF OF ITSELF AND ANY OTHER PARTY WHO COULD CLAIM THROUGH CUSTOMER, ANY CLAIMS AGAINST ESI AND ITS SERVICE PROVIDERS RELATING TO CUSTOMER'S USE OF THE SERVICE.

9. Third Party Service Providers. Customer understands and acknowledges that ESI is reliant upon third-party suppliers in order to provide the Services to Customer. These third-party suppliers might be engaged by Customer or ESI or ESI's third party suppliers to provide computing infrastructure, computer processing power, Internet connectivity, email services, and/or other services. ESI does not control and will not be responsible for any Service failures or interruptions caused by such third party service providers.

10. Responsibility for Content. Customer is solely responsible for the content, substance and accuracy of Customer's information transmitted or received through the Service. Further, Customer is solely responsible for insuring that its use of the Service does not violate any applicable local, state, or federal rule, regulation, or law regulating the use of voice mail services. Customer acknowledges that transcription services are not appropriate for voice mails which might contain content which is considered Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agrees to indemnify and hold harmless, defend and indemnify ESI, its employees, officers, directors, contractors and other service providers from any and all claims, liability or damages incurred, including reasonable attorneys' fees and expenses, as a result of an allegation that the use of the Service violated HIPAA.

11. Ownership of Intellectual Property. Customer acknowledges and agrees that it may be providing and submitting feedback, statements, suggestions and ideas ("Ideas") to ESI in connection with its use of the Service which ESI may use in future modifications and/or updates to the Service. Customer hereby assigns to ESI any and all rights and interest to any Ideas, including but not limited to, any copyright, patent right, moral right, or any other intellectual property right now known or later developed. By providing the Service, ESI transfers no right, title, or interest in the Service or any technical or methodological discoveries, improvements, adaptations or developments made by ESI to Customer, even if specifically made for Customer or based on Ideas submitted by the Customer, relating to the Service. Customer understands and agrees that the Service, including the existence of the Service, Ideas, performance, features, capabilities, related materials or documentation is "ESI Confidential Information." Customer agrees not to disclose to, sell to, or allow any third party to access or use the ESI Confidential Information. Customer agrees that any unauthorized disclosure of the ESI Confidential Information would cause irreparable harm to ESI and that in the event of any breach or threatened breach of Customer's confidentiality obligations, ESI shall be entitled to obtain equitable relief in addition to any other remedy.

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12. Limitation of Liability and Disclaimer of Certain Types of Damages. In no event shall ESI's and its Service providers' total liability under this VOICEMAIL TRANSCRIPTION SERVICE AGREEMENT exceed the amounts actually paid by Customer to ESI for such Service excluding any taxes, fees, assessments or other governmental charges not retained by ESI for the Service during the twelve (12) month period preceding the filing of any claim. THE REMEDY STATED HEREIN, IF ANY, IS CUSTOMER'S SOLE REMEDY FOR A BREACH OF WARRANTY OR OTHER CLAIM. IN NO EVENT SHALL ESI, ITS THIRD PARTY SERVICE PROVIDERS OR ITS OTHER VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ESI, ITS THIRD PARTY SERVICE PROVIDERS OR ITS OTHER VENDORS, STRICT PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH PERSON OR ENTITY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

13. Customer Proprietary Network Information and Other Customer Data. Customer understands that certain information contained in the voice mails being transcribed hereunder is protected as Customer Proprietary Network Information ("CPNI") under the rules and regulations promulgated by the Federal Communications Commission. ESI's policy with regard to its handling and sharing of CPNI with third parties is located on the ESI website at <https://www.esi-estech.com/pdf/ESIPrivacyPolicyrev5-9-8-2015.pdf>. To the extent legally required to do so, by signing this VOICEMAIL TRANSCRIPTION SERVICE AGREEMENT, Customer hereby consents to the sharing of any of its data contained in or identifiable from its voice mail with any service providers used by ESI and their service providers and/or contractors to the extent reasonably necessary to provide the Service including any related quality control, accounting or other functions. More specifically, Customer agrees that any its data, including, but not limited to, CPNI may be collected and retained by ESI service providers, contractors and their subcontractors and each of them may use, compile (including creating statistical and other models), annotate and otherwise analyze the customer data to troubleshoot, develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services. To the extent any of its data is compiled or used by ESI or its service providers in or with any such software and services, all intellectual property rights in such software and services, or arising from such use, shall be owned by ESI or its service providers, respectively. ESI may only provide access to customer data to third parties acting under the direction of ESI for the foregoing purposes, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law.

14. Electronic Communications. Customer and its users consent to electronic communications for the purposes of account notifications and other email communications required to fulfill ESI's obligations in providing the Service. Customer agrees to notify ESI of any administrator email address changes and to update email addresses in the ESI phone system configuration whenever needed. Customer agrees to avoid classifying any email communication from ESI or its service providers from the Services platform as "spam", to complain to the email postmaster, or attempt to unsubscribe from receiving such emails for so long as the Customer is using the Services.

15. Disputes. Any disputes under this VOICEMAIL TRANSCRIPTION SERVICE AGREEMENT are expressly made subject to the Disputes provision in the Agreement which includes, among other things, a mandatory arbitration agreement.

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