



MASTER SERVICE AGREEMENT

This Master Services Agreement (this "Agreement") is entered into between the signatories below and consists of this signature page, the attached Peerless Terms and Conditions, Service Guide, and any applicable documents incorporated by reference. The Effective Date of the Agreement is the last date when the Agreement was signed ("Effective Date").

Except as otherwise provided in this Agreement, all notices will be given in writing to the address below. The parties will notify each other in writing of any changes to the contact information on this page.

The parties have caused this Agreement to be duly executed by their authorized representatives below.

Customer:	Wheaton Park District	Peerless Network, Inc.
Signature:		Signature: 5AE44081B1534E7...
Name:	Michael Benard	Name: Steve Hwang
Title:	Executive Director	Title: Vice President of Corporate Development
Date:	4/29/2022	Date: 4/27/2022
Notices to Customer:		Notices to Peerless:
Street Address :	1777 S BLANCHARD ST	Street Address : 433 W Van Buren St.
Suite Number :		Suite Number : Suite 410S
City, State :	WHEATON, IL,	City, State : Chicago, IL
Zip Code :	60189	Zip Code : 60604
ATTN:		ATTN: EVP - Enterprise
Phone #:		Fax: 312-506-0931
E-Mail:		enterprisecontracts@peerlessnetwork.com
		For billing disputes/termination:
		customercare@peerlessnetwork.com



Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT THE TERMS APPLICABLE TO THE SERVICES AND DEVICES PEERLESS WILL PROVIDE YOU.

In these Terms and Conditions ("Terms"), "we," "us," "our" or "Peerless" will refer to Peerless Network, Inc., and the terms "you," "your" and "Customer" will refer to you. Peerless and Customer are collectively referred to herein as "Parties" and individually as a "Party." If you are registering for a Peerless account to use the Services or Devices on behalf of an organization, you are agreeing to these Terms for that organization and promising to Peerless that you have the authority to bind that organization to these Terms (and, in which case, the terms "you," "your" and "Customer" will refer to that organization). If that organization has a separate written agreement with Peerless covering the use of the Services or Devices, Peerless may revise these Terms from time to time. If we do, those revised Terms will supersede prior versions. To the extent that we can, we will provide you at least thirty (30) days advance written notice of any revisions. This notice will be provided to the email address noted in the cover page above. Your continued access or use of the Peerless Services or Devices constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Peerless Services and Devices otherwise you will continue to be liable for the Services or Devices used.

SERVICES AND DEVICES PROVIDED.

Peerless agrees to provide, and Customer agrees to accept and pay for, those services and/or devices Customer selects from the Service Guide found on the Peerless Portal at <https://www.peerlessnetwork.io/terms#service-guide-terms> and associated rates in Addendum 1.

The Services and Devices will be provided in accordance with these Terms, the Service Guide, and additional terms referenced herein, and state and federal tariffs, if applicable. Applicable state and federal tariffs consist of the service descriptions and other provisions contained in tariffs filed by Peerless or its affiliates, with the applicable commission having jurisdiction over the Services being provided, where applicable. In the event of a conflict between these Terms, the Service Guide, and the tariffs, where applicable, the order of priority shall be first the Terms, then the Service Guide, then the applicable tariffs.

All Services are subject to availability as well as operational and systems limitations. Services will be provided using Peerless' own facilities and/or those of third-party service providers.

TERM AND TERMINATION.

The Terms are effective as of the "Effective Date" and shall continue for successive one (1) month periods or as otherwise agreed to by the Parties when Services and Devices are ordered, unless cancelled by either Party giving at least thirty (30) days' written notice prior to the expiration of the then current term. Notwithstanding the foregoing, the Terms shall not expire for so long as Peerless continues to provide Services or Devices under these Terms. No new Services may be initiated, or Devices ordered, following notice of cancellation by either Party.

Each Service or Device will have a Service Term that is defined below:

- SIP Trunking, Unified Communications, Toll Free and all related VoIP Services and Devices: the Service Term commences when you select and order any of the Services or Devices per this Agreement.
- Network Services, SD-WAN and other Managed Services: the Service Term commences when the Service ordered is made available to you.

Termination Before Start of Service Date for a Service or Services: If you terminate a Service (in whole or part) before the Start of Service Date, you agree to pay Peerless all charges Peerless incurs or will incur from underlying service providers, as well as costs Peerless has incurred to provide the Service or Services.

If Customer terminates the Services or lease of Devices prior to the expiration of the Service Term for any Services or Devices, Customer agrees to pay all remaining charges for Services and lease of Devices, if applicable, including but not limited to all MRCs for the remainder of the Service Term, as defined herein, which amounts shall become immediately due and payable upon receipt of Customer's early termination notice.

Termination/disconnection requests by Customer must be submitted in writing to billing@peerlessnetwork.com. Customer acknowledges that in the event of expiration or termination of the Terms, Peerless has no obligation to continue to provide Services to Customer or, where applicable, to route traffic originating or terminating to Customer. Customer further agrees that it will immediately affect an orderly and timely transition of Services to another provider or route. Customer may terminate Services or the lease of Devices with prior written notice if Peerless cancels, changes, or supersedes any provision of the Service or lease of Devices due to a change in applicable law if the change materially impacts Customer's use of the Services or Devices or creates additional material obligations for the Customer.



Peerless may immediately suspend or terminate the Services or Customer's lease of Devices if Customer fails to (a) make any payment due under the Terms, (b) provide satisfactory assurance of its ability to pay for Services or lease of Devices after reasonable notice, (c) cure any fraudulent or otherwise unlawful activity after reasonable notice, (d) commits a material breach of the Terms which is not remedied after reasonable notice or cannot be remedied; or (e) becomes the subject of a voluntary petition or an involuntary petition in bankruptcy or any proceeding for insolvency, receivership, liquidation, or assignment for the benefit of creditors that is not dismissed within sixty (60) days.

Termination of Services or lease of Devices for any cause does not release Customer from any liability which, at the time of termination, has already accrued to Customer, or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination.

CHARGES, BILLING, AND PAYMENT.

Commencing on the first day of the Service Term for each Service, Customer will pay the applicable charges for the Services and lease of Devices. For Service, monthly recurring charges ("MRCs") will be invoiced on a monthly basis in advance and non-recurring charges will be invoiced in arrears. Usage-based charges will be invoiced in arrears. Peerless may pass through surcharges without mark-up to Customer when directly related to Customer's use of service. If the first day of the Service Term for any Services falls on a day other than the first day of any Billing Cycle, the initial charge to Customer shall consist of (a) the pro-rata portion of the applicable monthly charge covering the period from the Effective Date to the first day of the subsequent Billing Cycle, and (b) the MRC for the following Billing Cycle. Peerless shall have the right to modify rates and charges for the Services (including charges for any associated local access circuits) upon seven (7) days written notice to Customer for usage-based rates and upon thirty (30) days written notice to Customer for non-usage-based rates. Special Construction - If an order for any access service is determined to require special construction by the underlying access vendor, Peerless will provide Customer the cost for the special construction and the option to agree to pay the cost. If Customer declines to pay for the special construction the order will be cancelled at no cost to Customer.

Payment Method Selection (enter 1, 2, or 3 based on the Options described below)

Option 1: Prepay with credit card, where Customer agrees that fees will be deducted from its credit balance, with the ability to top-up and auto top-up

Option 2: Post-paid with credit card, where Customer wishes to pay for the Services or lease of Devices via credit card at the end of the billing cycle. With this option, Customer agrees their card will be charged on the 1st of each month for the prior month's usage

Option 3: Post-paid with credit terms, where Customer selects that it will pay via check or Automated Clearing House ("ACH") net thirty (30). If Customer selects post-paid with credit terms and there is not credit card on file, Customer authorizes Peerless to assess Customer's credit worthiness by whatever means Peerless deems reasonable, including but not limited to accessing the Customer's business credit information and reaching out to bank and trade references provided by Customer in the Portal registration process

Depending on the method of payment selected, payment will be due on the applicable due date ("Due Date"). Any amount not properly disputed and not paid by the Due Date will bear a late payment charge at the rate of one and a half percent (1.5%) per month (or such lower amount as may be required by law) until fully paid.

Any billing dispute or request for a billing adjustment must be made in good faith and in writing within thirty (30) days from the Due Date otherwise charges will be conclusively deemed undisputed and accepted by Customer. The Parties agree that resolving disputes as promptly and efficiently as possible will best serve their respective interests. All disputes must be directed to billing@peerlessnetwork.com and shall include detailed documentation sufficient for Peerless to assess each element of the dispute (the "Dispute Notification"). Each Party will appoint a knowledgeable, responsible representative with decision-making authority to negotiate in good faith to resolve any dispute arising out of or relating to the dispute. Each Party, through its representatives, shall negotiate diligently and in good faith for a period of sixty (60) days from the Dispute Notification or a mutually-agreed upon time period, to resolve the dispute. If the internal resolution process does not result in a resolution of the dispute, the Parties will proceed to arbitration as set forth below. If the dispute is resolved, the Customer must pay the disputed amount or Peerless will provide a credit on the next invoice, provided Customer is not delinquent in payment or otherwise in default of the Terms, in which case the credit will be issued against a subsequent Customer invoice.



BINDING ARBITRATION.

Any dispute arising out of the Terms, provision of Services, or lease of Devices that cannot be resolved pursuant to good-faith negotiations must be submitted to binding arbitration in accordance with the rules established by the American Arbitration Association ("AAA"). The decision of a sole arbitrator shall be binding on all parties. The arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"), as amended by the Terms.

Either Party may initiate arbitration by providing written demand for arbitration, a copy of these Terms and the administrative fee required by the AAA Rules to the AAA located in Chicago, Illinois. A copy of the notice shall also be provided to the other Party. The remaining cost of the arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties, unless the arbitrator's award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that binding arbitration shall be conducted in Chicago, Illinois.

The Parties agree that the Arbitrator's authority to grant relief shall be subject to the provisions of the Terms, the Federal Arbitration Act, the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, applicable tariffs, substantive law of the State of Illinois or the applicable state public service commission, and the Communications Act of 1934, as amended. Except for the intentional misconduct of a Party, the Arbitrator shall not be able to award, nor shall any Party be entitled to receive, punitive, incidental, consequential, exemplary, reliance or special damages, including damages for lost profits. The Arbitrators' decision shall follow the plain meaning of the relevant documents, and shall be final, binding, and enforceable in a court of competent jurisdiction. The decision of the Arbitrator can only be appealed for mistake(s) of law.

CREDIT AND ASSURANCE OF PAYMENT.

In the event charges due pursuant to any invoice are not paid in full by the Due Date, Peerless shall have the right to suspend all or any portion of the Services or lease of Devices to Customer immediately until such time as Customer has paid in full all charges then due including any late fees or penalties. Following late payment or if at any time Peerless, in its sole discretion, believes that Customer presents an undue risk of nonpayment, Peerless may require that Customer provide satisfactory assurance of its ability to pay for Services or lease of Devices, i.e., requiring a deposit, guaranteed letter of credit, or other means as requested, and advanced payment of the cost of reinstituting Services prior to reinstating such Services or reinstate a Device lease prior to such reinstatement. Failure of Customer to provide the requested assurance within five (5) business days shall be a material breach of Customer's obligations under the Terms.

AGENT AUTHORIZATION.

If you come to Peerless through an authorized agent, your authorized agent may manage your account and add, change, or remove Services or Devices from your account. You agree to be bound by any changes made by agent to your account, including any charges associated with the addition of Services or Devices. To the extent your agent makes any unauthorized changes to your account, you agree to hold Peerless harmless for any such changes and pursue any claims or causes against agent for alleged damages or losses due to that unauthorized activity.

TAXES, ASSESSMENTS AND CHARGES.

Customer acknowledges that Peerless computes all charges exclusive of any applicable federal, state, or local use, excise, gross receipts, sales, and privilege taxes, duties, fees, or similar liabilities. Notwithstanding the forgoing, the End User Common Line charge, when applicable is included within the applicable rate. Except to the extent Customer provides a valid tax exemption certificate in a form acceptable to Peerless prior to the delivery of Service. Customer will be responsible to pay any other surcharges that Peerless is required, or permitted, to invoice to Customer in connection with any Service, including, without limitation, permanent or temporary governmental fees or assessments unless Customer provides the appropriate certification to Peerless that the Customer will make payments directly to the applicable agency assessing the fees. It is the Customer's sole responsibility to supply tax-exempt documentation, if applicable, failing which Customer will be billed accordingly. For taxing purposes, Customer's Place of Primary Use ("PPU") is Customer's billing address. Customer will contact billing@peerlessnetwork.com for changes to its PPU. All payments made by Customer will be made without any deduction or withholding for or on account of any taxes. Customer agrees to indemnify, defend and hold harmless Peerless from any liability or expense associated with applicable taxes or surcharges. To the extent Customer purchases Devices from Peerless, Customer is responsible for all taxes related to the purchase, including sales taxes, value-added taxes, and any other similar taxes imposed by any governmental entity.

NETWORK MODIFICATION AND NETWORK MAINTENANCE.



Peerless reserves the right to modify its network, system configurations or routing configurations. Peerless may, in its sole discretion and without liability, change or modify the features and functionalities of the Services or modify or replace any hardware or software in the network or in equipment used to deliver the Services provided that this does not have a material adverse effect on the Services. Peerless may perform scheduled or emergency maintenance (including temporary suspension of Service as necessary) to maintain or modify the network, network terminating equipment, where applicable, or the Services. Peerless will give Customer such notice of the maintenance as is reasonably practicable in the circumstances, provided that, in the event of scheduled maintenance, Peerless will give Customer at least four (4) days' notice.

USE OF SERVICES OR DEVICES OUTSIDE THE US.

Peerless encourages use of the Services within the United States to other countries, but Peerless does not presently offer or support use of the Services or Devices in countries other than the United States. Peerless's Services and Devices are intended for use only by persons or entities whose primary business address is in the United States. If you remove the Devices to a country outside the United States or use the Services from there, you do so at your own risk, including the risk that such activity violates local laws in that country. You will be solely responsible for any violations of law resulting from such use.

CONNECTIVITY.

Peerless's Cloud PBX Services are designed to work generally with unencumbered high-speed internet connections. If your internet service provider places restrictions on the usage of VoIP services, Peerless does not represent or warrant that use of the Cloud PBX Services by you is permitted by any or all of the internet service providers.

There may be other services with which our Cloud PBX Services may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Cloud PBX Services. Peerless does not warrant that the Cloud PBX Services will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Services with any particular broadband service.

The Cloud PBX Services may also not be compatible with non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. You acknowledge and agree to such limitations and waive any claim you may have against Peerless for interference with or disruption of such systems due to the Services.

DATA AND COMPUTER MANAGEMENT.

You agree and acknowledge that you are responsible for obtaining, installing, configuring, and maintaining suitable equipment to use the Cloud PBX Services, including your computer, telephone, software, system or software upgrades, patches, and other fixes which may be necessary to access the Services. Peerless will only provide assistance with respect to Peerless-provided Devices. For Cloud PBX Services, Peerless may measure and monitor network performance and may access and record information about your computer's profile and settings to provide customized technical support. You agree that Peerless can monitor your internet connection and your network performance, as well as access and adjust your computer settings, as related to the Cloud PBX Services. For Cloud PBX Services, Peerless is not obligated to store your communication logs, voicemails, faxes, or other messages and, if it does so, it is solely storing them as a convenience to you.

WARRANTY AND LIMITATION OF LIABILITY.

WARRANTY AND DISCLAIMER. PEERLESS WARRANTS THAT IT WILL PERFORM SERVICES WITH REASONABLE SKILL AND CARE AND IN A WORKMANLIKE MANNER AND WILL USE REASONABLE EFFORTS TO RESTORE SERVICES IN THE CASE OF FAILURE. PEERLESS MAKES NO OTHER WARRANTY OR GUARANTEE RELATING TO THE SERVICES OR DEVICES, EXPRESS OR IMPLIED, UNDER THE TERMS OR OTHERWISE, AND PEERLESS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS RELATING TO THE SERVICES AND DEVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.



LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, INCLUDING ANY DAMAGES ARISING FROM ANY NEGLIGENT ACT OR INADVERTENT OMISSION, WHETHER IN CONTRACT, TORT OR UNDER LAW, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES IN AN AMOUNT IN EXCESS OF THE AMOUNT THAT PEERLESS CHARGED OR WOULD HAVE CHARGED FOR SUCH SERVICES OR DEVICES IN THE SIX MONTHS PRIOR TO WHEN THE CLAIMS FIRST AROSE OR \$100,000, WHICHEVER IS LESS.

EXCLUSION OF LIABILITY. SUBJECT TO THE PROVISIONS ON WARRANTY AND DISCLAIMER AND LIMITATION OF LIABILITY, ABOVE, IN NO CIRCUMSTANCES SHALL PEERLESS, ITS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE: (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) ANY DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO ANY SERVICE, DEVICE, PRODUCT OR ACTIONS OF ANY PERSON, INCLUDING BUT NOT LIMITED TO DELAY, LOSS, DAMAGE, OR SERVICE OR DEVICE FAILURE ATTRIBUTABLE TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, 'DENIAL OF SERVICE' ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE, OR (C) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS.

LIMITATIONS PERIOD. EXCEPT FOR CLAIMS FOR INDEMNIFICATION, NO ACTION OR PROCEEDING AGAINST EITHER PARTY ARISING UNDER THESE TERMS, THE SERVICES, OR LEASE OR SALE OF DEVICES PROVIDED WILL BE COMMENCED BY THE OTHER PARTY MORE THAN ONE (1) YEAR AFTER THE TERMINATION OF THE TERMS OR PEERLESS PROVIDING THE SERVICES OR DEVICES, WHICHEVER IS LATER, AND EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER BY IT OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME.

INDEMNITY.

For the purposes of this provision, "Losses" means all losses, liabilities, damages and costs, including taxes and other additional charges, and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation and settlement).

Customer shall defend, indemnify and hold Peerless, its affiliates, and their respective employees, agents, and contractors harmless from and against all Losses resulting from or in connection with any third party claims, suits, or proceedings: (i) arising from Customer's mischaracterization of its traffic or erroneous classification, as applicable, as an end user of the Services, where applicable; (ii) alleging that the content, use and/or publication of information and communications transmitted by Customer, or its customers or end-users using the Services or Devices ("Content") infringes upon or violates the rights of such third party; and (iii) alleging that Customer's use of the Services, Devices or the Content violates applicable law regardless of the form of action, whether in contract, tort, warranty, or strict liability and whether in respect of copyright infringement or any manner of intellectual property claims; including but not limited to, under either (ii) or (iii) above, defamation claims or claims involving publication or transmittal of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing materials.

Each Party shall defend, indemnify and hold the other Party, its affiliates, and their respective employees, agents, and contractors harmless from and against all Losses resulting from or in connection with any third party claims, suits, or proceedings arising out of, relating to, or in connection with a death, personal injury, or damage to real and tangible real property to the extent resulting from or caused by the gross negligence, willful misconduct, or recklessness of the indemnifying Party, its affiliates, and their respective employees, agents, or contractors.

The Parties' indemnity obligations are conditioned upon: (A) the indemnified Party giving the indemnitor prompt written notice of any such suits, claims, and proceedings; (B) the indemnitor having complete and sole control of the defense and settlement of any such claim, suits, or proceeding provided, however, that the indemnitor provides all relevant information in a timely manner to the indemnified Party and that the indemnified Party must approve of any settlement, such approval not to be unreasonably withheld; and (C) the indemnified Party reasonably cooperating with the indemnitor to facilitate the defense or settlement thereof.

FORCE MAJEURE.



Other than with respect to failure to make payments due hereunder, neither party shall be held responsible for any delay or failure in performance of any part of these Terms to the extent such delay or failure is caused by: fire; flood; earthquake; the elements; lightning; explosion; war; act of terrorism; strike; embargo; labor dispute; utility curtailments; power failures; government requirement; civil or military authority; act of god or nature; inability to secure materials or transportation facilities; act or omission of carriers or suppliers (other than the parties themselves); acts or failures to act of any governmental authority; computer viruses or worms; 'denial of service' attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature (provided that the parties have taken reasonable steps to prevent such hacking attacks) or any other causes beyond its reasonable control, whether or not similar to the foregoing providing that for any cause of force majeure the parties have taken reasonable steps to prevent such an event. Failure of either party to perform under the Terms, because of the occurrence of an event of force majeure lasting more than forty-five (45) days will, upon twenty-four (24) hours written notice to the other party, represent a ground for termination only of the Services affected by such event.

REGULATORY MATTERS; COMPLIANCE WITH LAWS; USE OF SERVICES AND SOFTWARE; ACCEPTABLE USE POLICY; FAIR USE POLICY; SHORT DURATION CALLS; AUTO-DIALING AND CALL BLASTING.

The Parties shall comply with their licenses and all laws applicable to the Terms and to their respective businesses. The Parties shall perform their obligations under the Terms in a commercially reasonable, ethical, and professional manner and in accordance with applicable law.

Peerless, upon reasonable notice to Customer, may cancel or suspend the provision of the whole or any part of any Service or lease of Devices which is determined to be a violation of, or no longer permitted under, any applicable law or regulation or of Peerless' license in the jurisdiction, or for Customer use of Services not as designed or provided or disrupt other users of the Services or of the Peerless Network.

Customer will ensure that neither it nor its customers or other authorized third-party end users interfere with or disrupt other users of the Services or of the Peerless Network. Customer will use a Services and Devices only for the purposes for which they are designed and provided. Customer shall abide by Peerless's then-current Acceptable Use Policy ("AUP") available at <https://www.peerlessnetwork.io/terms#acceptable-use-policy> and incorporated by reference.

Customer is solely responsible for (a) content of information and communications transmitted using the Services and Devices, and (b) use and publication of communications and/or information using the Services or Devices. Customer understands and agrees that Peerless is only an intermediary for the transmission of Customer and third-party information, that Peerless plays a passive role as a conduit of information for Customer and third parties, and that Peerless neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.

Call Recording. With Cloud PBX Services, you may be provided with functionality that allows you to record individual telephone conversations. Laws regarding notice, notification and consent for recording conversations varies by each state, including the requirement to obtain consent in some states. You agree that you are solely responsible for complying with all federal, state, and local laws in any state if you decide to use the recording feature.

CALEA Compliance. Peerless intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). Notwithstanding any provision in the Terms to the contrary, by using the Services or leasing Devices, Customer agrees and consents to Peerless's right to monitor and otherwise disclose the nature of communications if and as required by CALEA without any further notice to you.

GOVERNING LAW.

These Terms shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of laws, except that if federal law, including the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and orders of the Federal Communications Commission ("FCC") or a state Commission, applies, federal law shall control.

NOTICES.



All notifications, requests, demands and other communications required or permitted under these Terms ("Notices") will be in writing and addressed to the recipient Party at the address(es) specified on the cover page above. Notice will be deemed given: (a) upon delivery, when delivered in person during a Business Day or, if outside the hours of a Business Day, on the next Business Day; (b) twenty-four hours (24) after transmission of an email or deposit with an overnight delivery service for next day delivery; (c) the same day when sent by facsimile transmission during normal business hours, receipt confirmed by sender's equipment; or (d) three (3) Business Days after deposit in the mail, postage prepaid, registered or certified mail, return receipt requested.

GENERAL.

Independent Contractors. Peerless and Customer are, and shall be deemed to be, independent contractors with respect to the subject matter of these Terms. Nothing contained herein shall constitute this arrangement to be a joint venture or a partnership between Peerless and Customer. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

Assignment. Customer may not assign its rights or obligations under these Terms. Peerless may freely assign the Terms or any portion thereof to an entity controlling, controlled by, or under common control with, directly or indirectly, by Peerless (a "Peerless Affiliate"), and may freely assign its right to receive payments hereunder. Any assignment, transfer or other disposition which is in violation of this provision is void and of no force and effect.

Subcontracting. Peerless, without Customer's consent, may subcontract the provision of a Service, a portion of a Service, or lease of Devices provided that Peerless will continue to be liable for the performance of such subcontractors under the Terms.

Customer Data. Notwithstanding anything to the contrary, Customer agrees that Peerless (or any Peerless Affiliate) may process personal data (for example, contact details) provided by Customer in connection with the Terms (hereinafter, "Customer Data") for the purpose of the Terms, for purposes connected with the Service or lease of Devices, and/or business relationship between the Parties, consistent with applicable law and regulation. Customer confirms that, to the extent required, it has obtained all necessary consents from third parties in order to share any third-party information. Such processing may also include transferring Customer Data to other Peerless Affiliates worldwide and/or its storage in a local or foreign database.

Confidential Information. Each Party agrees to maintain in strict confidence customer data or data a reasonable person would consider confidential. No obligation of confidentiality shall apply to disclosed information which the recipient (i) already possessed without obligation of confidentiality, or (ii) develops independently, or (iii) rightfully receives without obligation of confidentiality from a third party, or (iv) must disclose due to reasons permitted or prescribed by law or due to court, mediation, arbitration, or official orders. The recipient shall immediately notify the other Party of any disclosures made pursuant to this provision. Each Party acknowledges that a breach or threatened breach of confidentiality may cause irreparable harm, which cannot be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Party that threatened to make or made the unauthorized disclosure consents to equitable relief, including temporary restraining orders or preliminary or permanent injunctions, in addition to any other remedies that the Party to which the confidential information belongs is entitled.

Privacy. For Cloud PBX Services, Peerless must utilize, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Peerless encrypts all voice communications for its Cloud PBX Services, but Peerless cannot guarantee that VoIP communication will be completely secure. You agree that Peerless shall not be liable for any lack of privacy arising out of use of the Cloud PBX Services. You acknowledge that you have read our Privacy Policy ("Privacy Policy") understand that it sets forth how we will collect, store, and use your Customer Data. If you do not agree with our Privacy Policy, then you must stop using the Peerless Services immediately.

Publicity. Neither Party will publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other without the prior written approval of the other, provided either Party may list the other as a supplier/customer of the services provided hereunder.



E9-1-1 Dialing. If you decide to utilize the E9-1-1 service option, you agree to the Notification and Disclosure regarding the Non-Availability of Traditional 911 or E911 Dialing Service available at <https://www.peerlessnetwork.io/terms#disclosure-911> when utilizing VoIP Emergency Services 911 Dialing. Customer is responsible for managing 911-database information associated with assigned numbers, including registering any telephone number and any applicable, corresponding CNAM for 911 calling capability in the Peerless Portal in advance of terminating any call(s) to 911. Peerless will send these calls to the Public Safety Answering Point ("PSAP") serving the physical location associated with the Registered Address. Calls to 911 from an unregistered or invalid number, will be routed to the Emergency Call Relay Center ("ECRC"). Callers will be required to provide their address and phone number for ECRC agents to properly address the call. Violations of this provision will incur an ECRC pass-through surcharge.

No Waiver. No waiver of any term or condition of the Terms shall be enforceable unless it is in writing and signed by the Party against whom it is sought to be charged. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy unless provided herein. The waiver by either Peerless or Customer of any breach of the Terms by the other in a particular instance will not operate as a waiver of subsequent breaches of a same or different kind.

Binding Effect. If any provision of these Terms is held to be invalid or unenforceable, the remainder of the Terms will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

Amendments. No amendment to or modification of or rescission, termination, or discharge of these Terms is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of these Phone Lease Terms and signed by an authorized representative of Peerless.

Survival. Termination of these Terms shall not affect either Party's accrued rights or obligations under these Terms as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after these Terms have ended.

No Third-Party Beneficiary. These Terms are not intended to be for the benefit of any third party, is not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right.

Headings. The headings and other captions in these Terms are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms.

Remedies. Except as may otherwise be provided herein, the assertion by a Party of any right or the obtaining of any remedy hereunder shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity, hereunder.

