



HOSTED SERVICE TERMS AGREEMENT

Effective with the execution of the Hosted Service Agreement this Agreement together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the “Hosted Services Agreement”), and is incorporated into and made a part of the Service Agreement(s) and the Universal Terms of Service (“UTOS,”) between Veracity Networks, LLC, (herein after referred to as “we,” “us,” “Company,” or “Veracity,”) a Delaware limited liability company, with its principle offices at 170 W. Election Road, Draper UT, 84020 and the named customer (herein referred to as "Customer," or “You,”) each a “Party” and together, “Parties,” as appropriate.

THE PARTIES HERETO in mutual consideration of the covenants, provisions and warranties contained herein agree as follows:

THIS HOSTED SERVICES AGREEMENT CONSTITUTES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, AND THE APPLICABLE SERVICE DESCRIPTION. ANY ONE OF THE FOLLOWING ACTIONS SIGNIFIES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR BROADBAND PHONE SERVICE, (2) YOUR SUBMISSION OF AN ORDER, (3) YOUR USE OF THE SERVICE DESCRIBED HEREIN. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS HOSTED SERVICES AGREEMENT.

From time to time, we may revise the terms and conditions of this Hosted Services Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing (except during the term of a Minimum Commitment Contract) for the Service. This Hosted Services Agreement does not alter in any way the terms or conditions of any other written or on-line agreement Customers may have or will have with Veracity, including any agreement for the purchase of products or services. Notice of revisions to the Hosted Services Agreement shall be posted on the Veracity Website (“the Website”) <https://veracitynetworks.com> and deemed given and effective on the date posted to the Website. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the Termination provisions provided in this Hosted Services Agreement. By continuing to use the Service after revision(s) you hereby accept and agree to all such revisions.

1. SERVICE

1.1 Broadband Voice Service - Veracity Broadband Phone Service is an enhanced voice communication service that uses IP enabled phones, or Soft Phones which leverage the Session Initiation Protocol (SIP) to communicate with the Public Switch Telephone Network (PSTN,) through Hosted IP Private Branch Exchange (PBX). The Customer leases features and dial tone space on the Hosted or Managed PBX, to transport voice communications that has been converted into data packets. For purposes of this Hosted Services Agreement, the term “Service” shall mean Veracity Broadband Phone Service, including all other features, products and services provided by Veracity under the pricing plan that you have selected. For purposes of this Hosted Services Agreement, “Device” shall mean a customer premise equipment, telephone, telephone adapter (“Adapter,”) Soft Phone or router.

1.2 Products - With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, "Products,") Veracity does not warrant that information, relating to the advertising, offering, or sale of Products (collectively, "Product Information") from its website, nor does not warrant that any descriptions, pricing, availability, or other information, marketing materials, promotional flyers, advertisements, or other printed or electronic materials (collectively, "Product Materials") is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible, due to computer or other error or cause's that a product or service offered on the Site may be mispriced, described inaccurately, or unavailable. Veracity reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, canceling your account or subscription to the Services. You agree to notify Veracity immediately if You become aware of any pricing or descriptive errors or inconsistencies with any products ordered by Customer through the Product Materials and comply with any corrective action taken by Veracity.

1.3 Software & Services - Veracity's software applications and services are intended for General Business use only. They are not designed, manufactured, intended, or recommended for use or resale as equipment and services in environments requiring fail-safe performance (e.g., emergency medical care, hazardous activities) or which the failure of the services could lead to death, personal injury, or severe physical or environmental damage, or personal injury.

1.4 Unlimited Long Distance Minutes - Veracity offers “Unlimited Long Distance Minutes” for some of its Products and Services. Unlimited Long Distance plans can apply to Basic, Premium, and Platinum UC User Licenses. Each plan is subject to limitations based on Customer's PTSN connection and the number of licenses. Customer acknowledges (a) that any reference Veracity has made to “unlimited” minutes or features refers to Veracity's practice not to charge users on a per-minute or per-use basis when use is reasonable and (b) that Veracity does not offer “unlimited” plans for auto dialing, voice or fax broadcasting, inbound or outbound call center activity, resale or wholesale applications of services, conference calling or calling card platforms or any other similar use that may be construed by the FCC, FTC, or any other regulatory authority to be these types of calls, or other activities using an extraordinary amount of connectivity to the

PSTN. Veracity may limit connectivity, impose per-minute charges for excessive use, or terminate this agreement if it determines that the Customer's average per-user connectivity is unreasonable as compared to other customers. If, Veracity believes that You are using the unlimited plan for a prohibited purpose, Veracity may terminate the unlimited plan. Termination of the unlimited plan may result in a chargeback or cancellation fee

Unlimited plans also may not be used for any of the following prohibited uses, (which are in addition to the other prohibited uses applicable to all Services):

- 1.4.1** Trunking or forwarding Your Veracity number to (an)other phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.
- 1.4.2** Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously.)
- 1.4.3** Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.)
- 1.4.4** Auto-dialing or "predictive" dialing (e.g., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls.)

1.5 Account Ownership - The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Veracity. Subsequent changes to ownership must be supported by appropriate legal documentation. Veracity shall not adjudicate ownership-related disputes, or any other internal business dispute. Veracity reserves the right to suspend or terminate the Account and Services. Changes to an account are subject to Veracity's Privacy Policy ("PP".) Customer agrees to comply with the Veracity's PP, which is posted on our Website at <https://veracitynetworks.com> and is incorporated into this policy with this reference. Changes to the PP may be made at any time without notice to you and is effective the day following posting to our Website.

1.6 911 Dialing; Service Availability; Location Information

- 1.6.1** Customer acknowledges and understands that Broadband phone services do not comport with traditional 911 dialing service offered by traditional telephone carriers. Broadband 911 dialing will not function if the Customer loses electrical power or broadband internet connection or if anything on the Customer's wide area network or local area network blocks the Customer's connection to Veracity's platform.
- 1.6.2** Customer shall provide Veracity the physical location of each device used to make or receive calls, and Veracity shall not initiate Services until it has received this information. If the Customer relocates any device, it shall promptly notify Veracity's Customer Care Department of the device's new location by phone at (801) 379-3000, or by e-mail at CustomerServiceGroup@veracitynetworks.com and shall pay any fees associated with updating the location database.

1.6.3 Location and callback information associated with a device will normally be automatically forwarded to an emergency dispatch center when using Veracity 911 Dialing. Because some emergency dispatch centers are not equipped to receive such location and callback information, the Customer acknowledges that it may need to provide location and callback information verbally. Automatic forwarding of location and callback information is not activated for any device until Veracity notifies Customer by e-mail that it has been activated.

1.7 Service Connectivity

1.7.1 Controlled circuits. Controlled circuits, (leased and/or owned) by Veracity are subject to our standard Service Level Agreement (“SLA”).

1.7.2 Non-controlled Circuits. Non-controlled circuits are those not owned or leased by the Company but may be used in providing VOIP services, and are sometimes referred to as an “Over-The-Top” solution. Veracity provides no warranty or guarantee relating to the “quality of service” for non-controlled circuits. Veracity does not provide an SLA or technical support for non-controlled circuits.

2. LICENSES & RESTRICTIONS

2.1 Veracity hereby grants Customer a limited, personal, revocable, non-exclusive, non-sub licensable, non-assignable, non-transferable, non-resalable license and right to use the Veracity Services and Applications in strict accordance with this Hosted Services Agreement. All rights not expressly granted under this Agreement are retained by Veracity.

2.2 Veracity does not grant Intellectual Property Rights associated with this service. Customer acknowledges and agrees that any and all patents, copyrights, trademarks, service marks, trade secrets, and all other intellectual property rights (collectively, "IP Rights") in the Applications and Services are and shall remain the sole and exclusive property of Veracity and its licensors. Nothing in this Hosted Services Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, Customer. Customer is only entitled to the limited use of the rights expressly granted in this Agreement. Customer will not take any action to jeopardize, limit, or interfere with the IP Rights. Customer’s acknowledges and agrees that any unauthorized use of the IP Rights is a violation of this Hosted Services Agreement, as well as a violation of applicable intellectual property laws. Further, Customer acknowledges and understands that all title and rights in and to any third party content that may be accessed through the Applications or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

2.3 Veracity grants Customer a limited license to access and make personal, non-commercial use of our Site and the content displayed on it. Any other redistribution, retransmission, copying, or publication of any content from this Site is strictly prohibited without the express written consent of Veracity. Our grant of this limited license does not include, without limitation: (1) any right of resale or commercial use of the Site or any of its content; (2) the collection and

use of any products or services listings or descriptions; (3) making derivative uses of the Site or any of its contents; or (4) use of any data mining, “spiders,” “robots,” “wanderers,” or similar data gathering and extraction methods. Except as noted above, Veracity does not grant Customers any right or license by implication, estoppel, or otherwise in or under any copyright, trademark, service mark, registered trademark, or proprietary right of Veracity or any third party.

2.4 Customer agrees not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications or Services, or any parts thereof. Additionally, Customer agrees not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by Veracity for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorized by Veracity.

2.5 Veracity, in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades to the Applications and Services. You acknowledge and agree that Veracity has no obligation to make available any subsequent versions of the Applications or Services. The downloading, installation, or use of a new version of the Software requires a renewed version of this Agreement, and subsequently extension of the Agreement terms and conditions. In addition, Customer acknowledges that no Third-Party has any obligation whatsoever to furnish maintenance or support services with respect to the Applications or Services and that Veracity is solely responsible for the provision of maintenance and support as provided in this Agreement and to the extent such maintenance and support is required under applicable law.

3. PASSWORDS

Customer will be asked to create a password in order to gain access to Customer’s account information on-line or when contacting a Veracity customer care representative by phone. Customer agrees to keep all passwords and account information confidential and Customer is solely responsible for any liability or damages resulting from Customer’s failure to maintain that confidentiality, and for all activities that occur under Customer’s password. Customer must immediately notify Veracity if Customer suspects any breach of security such as loss, or unauthorized disclosure or use of Customer’s password and account.

4. EQUIPMENT RENTAL

Customers renting equipment from Veracity, the terms of the Equipment Rental Agreement, are available at <https://veracitynetworks.com>, are hereby incorporated by reference.

5. MANAGEMENT OF DATA AND SYSTEM

5.1 Data Storage – Veracity is not obligated to store Customer’s communication logs, voicemails, call recordings, faxes, e-mails, or other messages and does so only as a convenience for You. You agree Veracity has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained

or transmitted by the Services and acknowledge Veracity's policy for retention is six (6) months. You acknowledge and agree that Veracity may establish limits as to the size of communications that Veracity transmits or stores and the duration for which Veracity stores any communications.

- 5.2 Monitoring of Network Performance** - Veracity automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Veracity's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service.
- 5.3 Recording Conversations** - Certain Veracity Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, you are required to obtain consent from all parties to a record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Veracity expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Veracity from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services.
- 5.4 System Management and Service Performance** – Unless otherwise prescribed, Customer is solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Veracity will only provide technical assistance with respect to equipment you have secured through us.

6. WARRANTY

VERACITY MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. VERACITY DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. VERACITY DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICE AND DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT EXCEPT WHERE EQUIPMENT IS SUBJECT TO A MANUFACTURERS WARRANTY. THE PROVISIONS OF THIS

SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST VERACITY TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

7. LIMITATION OF LIABILITY

VERACITY SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THE HOSTED SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL VERACITY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING OR OTHER FEATURES, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE, OR OTHER ACTION OR INACTION UNDER THE HOSTED SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF ABILITY TO PERFORM, LOST CONTRACTS, COSTS OF THIRD-PARTY REPAIR OR REPLACEMENT, OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF VERACITY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY VERACITY.

IN CONSIDERATION OF THE RATES AND CHARGES SPECIFIED HEREIN AND THE DISCOUNT APPLIED IN CONNECTION THEREWITH, THE PARTIES ENTIRE LIABILITY FOR THE NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS HOSTED SERVICES AGREEMENT, SHALL BE CAPPED IN THEIR ENTIRETY TO THE MONTHLY FEES VERACITY

CHARGED DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES.

IN THE EVENT VERACITY DISPATCHES A VENDOR, LOCAL EXCHANGE CARRIER OR OTHER TECHNICIAN ON BEHALF OF CUSTOMER, AND IT IS DETERMINED THAT THE DISPATCH WAS DUE TO A CUSTOMER WIRING, EQUIPMENT OR OTHER CUSTOMER RELATED ISSUE, THEN CUSTOMER WILL BE RESPONSIBLE FOR PAYMENT OF COSTS INCURRED BY VERACITY FOR THE DISPATCH. VERACITY SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISIONING OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS VERACITY FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES AND LITIGATION COSTS ARISING OUT OF SUCH DAMAGE OR INJURY. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE CREDITS AS DESCRIBED HEREIN. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST VERACITY TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

8. INDEMNIFICATION

To the maximum extent permitted by applicable law, Customer shall indemnify, defend and hold harmless, individually and collectively, Veracity and its affiliates from any direct physical injuries to people by Customer or any third-party claims, demands, actions, damages, personal injury, death, fines, revenue, property damage, the inability to dial 911 or E911 to access emergency services personnel, the inability to dial security, law enforcement or fire prevention/protection services or systems, the device, the use of and/or inability to use the device, liability, judgments, expenses and costs (including attorneys' fees) arising from Customer's use of Services, or by reason of any breach or nonperformance covenant or obligation of Customer herein, or the violation of any law or regulation by Customer, including any claims for libel, slander, infringement of contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights,) rights of privacy, and rights of publicity and personality. Customer's obligation to assume, protect, defend, indemnify and save Veracity harmless shall extend to Veracity, its affiliates, subsidiaries, Officers, Directors, Agents and Employees and shall continue for so long as any of the named indemnities may be subjected to claims or suits calling for such obligations provided. Customer may not enter into a settlement that imposes any obligation on Veracity or requires any admission by Veracity without the express written consent of Veracity.

9. PRIVACY

Veracity's Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Customer acknowledges and understands that Veracity cannot guarantee that voice over IP communication is completely secure. You agree that Veracity may access all features of your account and Service to determine whether the Service is being used fraudulently and/or in violation of this Hosted Services Agreement. Customer agrees to comply with the Veracity's Acceptable Privacy Policy ("PP,") which is posted on our Website at Veracitynetworks.com/legal and is incorporated into this policy with this reference. Changes to the PP may be made at any time without notice to you and is effective the day following posting to our Website.

10. WORKFLOW & TRAINING

Customer agrees and understands the effective transition to Hosted Services requires careful and thoughtful planning. To ensure this planning is addressed Veracity has developed two working documents "Customer's Responsibilities" and "Training Plan." These two documents are Exhibit A & B to the Hosted Services Agreement and are incorporated herein. These documents are not inclusive and are subject to change based on the particular needs of the Customer.

Exhibit A Customer's Responsibilities

Customer's responsibilities include, but are not limited to the following, which are subject to modification by the Company, (which will be in writing):

1. Customer Provided Equipment
Customer's providing their own hardware, shall at least two weeks prior to installation, make available for Veracity to perform necessary configurations.
2. Customer Premises
 - a. Provide suitable location for equipment including adequate storage space, cooling, rack space, etc.
 - b. Ensure a working low-voltage cable plant
3. Optional Equipment
 - a. Headsets are not supported by Veracity, however recommendations are available upon request.
 - b. Veracity provides only a physical interface for Customers external Paging System(s), integration of the system will need to be coordinated by the Customer with Paging Vendor.

Matrix:

To avoid installation and implementation delays Veracity has developed a matrix listing actions and requirements to successful complete each project. Adherence to the actions will prevent delays or unnecessary costs to be incurred.

The following table details the actions required for installation and the parties responsible for those actions. An underline indicates primary responsibility where more than one party is involved.

<u>Step</u>	<u>Action</u>	<u>Project Manager</u>	<u>IT Contact</u>	<u>Customer</u>
1.	Schedule for regular and unscheduled project status calls	<u>X</u>	X	X
2.	Lead conference calls to review activity and status	X		
3.	Oversee Veracity Equipment Delivery Date	X		
4.	Schedule all training classes	X		<u>X</u>
5.	Confirm call flow requirements & document	X		<u>X</u>

6.	Identify all telephone users, and assign them appropriate licenses.			X
7.	Identify any unique user requirements	X		<u>X</u>
8.	Determine data network requirements (includes cabling, network equipment, and network equipment configuration)	<u>X</u>	X	X
9.	Determine UPS requirements	<u>X</u>	X	X
10.	Determine suitable location / environment for Veracity equipment at customer location(s) (includes physical space, racking, power, cooling, etc.)		X	<u>X</u>
11.	Order, install, and configure data network to meet requirements (includes cabling, network equipment, and network configuration)		<u>X</u>	X
12.	Order / install / test UPS		<u>X</u>	X
13.	Order / Install (if not Veracity provided) / Test Telco circuits		<u>X</u>	X
14.	Order and receive SBC	<u>X</u>		X
15.	Configure Broadworks for ordered configuration & test	X		
16. *	Order Music-on-hold equipment, if required	X		<u>X</u>
17.	Order paging equipment, if required	X		<u>X</u>
18.	Define local IP scheme and designate IP's for relevant	X	<u>X</u>	

	equipment			
19.	If Veracity provided transport, rack mount SBC and relevant switches.	<u>X</u>	X	X
20.	Record any audio files required for messaging, Attendant Menus, etc.			X
21.	Define Auto Attendant Menus	X		<u>X</u>
22.	Configure Auto Attendant Menus	X		
23.	Define Hunt Groups			X
24.	Configure Hunt Groups	X		
25.	Define Call Queues			X
26.	Configure Call Queues	X		
27.	Configure Paging Groups	X		
28.	Configure DHCP for IP phones		X	
29.	Install phones on desktop		<u>X</u>	X
30.	Connect Music on Hold to hosted System		<u>X</u>	X
31.	Connect external paging system to Hosted System		<u>X</u>	X
32.	Cut-Over Support	<u>X</u>	X	X
33.	Execute Test Plan	<u>X</u>	X	X
34.	Test Plan Acceptance	X		<u>X</u>

Systems Environment:

Client software (i.e., VCaaS Client, Broadworks Call Center Agent/Supervisor, etc.) is delivered via the Web and may require Java and/or appropriate permissions to run. Veracity will provide specifications; however, it is the customer's responsibility to ensure a working environment. Troubleshooting environmental issues e.g. customers network or PC settings will result in charges at Veracity Networks hourly rate.

Additional resources will be required to test the telephones, especially if there are multiple locations. Typically, the Customer's IT department participates in the testing.

Optional Services:

The following activities are not within the scope of a base installation; however, these activities can be negotiated in as part of an expanded scope and agreement (change orders).

1. Troubleshooting Network Problems: Problems encountered during installation and other phases of the project that are related to cabling, data network equipment configuration, utilization, and other data network specific problems.
2. Other Call Flow Configurations: Call Flow Configurations not previously covered in this Statement of Work.
3. Licensing upgrades needed to accommodate customer needs.
4. Recordings: Announcements, comfort messages or message recordings.
5. Additional/customized training.
6. Setup of Phones.

Schedule B Training Plan

Customer and Veracity will design a Training Plan to meet Customers needs and expectations. Training is fundamental to Customer understanding the features and functionality of their hosted phone system. Customer training incorporates the “train the trainer” concept into the overall design and implementation of training.

Veracity breaks initial training into two functions, employee (train the trainer) and system (administrative) training. Customer agrees and understands they will make necessary personnel available to carry out these two training functions. Further, Customer understands training can run concurrent or individually by function. Initial training is good for one year from date of installation and Customer is entitled to an additional session of training each year as long as they are in good standing with Veracity (customer must initiate the request for training). Veracity understands from time to time Customer will have questions which cannot be addressed by either the train the trainer or administrative trainer. When necessary Veracity will provide short duration training for up to one hour, any training over and above an hour or in cumulative greater than five hours within a seventy-two (72) hour period will be billed at a time and materials rate published from time to time on our website.

Train the trainer is limited to five Customer employees, who will then train fellow employees. The training will follow as outlined in syllabus-A. Employee use questions are expected to be handled by those who have received training, questions outside of their realm of understanding can be referred to Veracity. Customer will designate a single point of contact with Veracity, which will adhere to CPNI and data protection policies.

Administrative training consists of no more than five (5) employees who are designated to administer the system. The training will follow as outlined in Syllabus-B. These individuals will control profiles, resources, services and utilities of the system. They are typically employees well versed in technology and general associated with the Customers IT group. In this group Customer will designate a single point of contact with Veracity for seeking assistance.

Syllabus - A

1. Phone Features:
 - a) Review phone options
 - b) Review phone menus
2. Phone Use:
 - a. Placing a Call
 - b. Answering a Call
 - c. Redialing Numbers
 - d. Enabling Do Not Disturb
 - e. Placing a Call to Contacts
3. Call Management:
 - a. Holding and Resuming a Call
 - b. Transferring a Call
 - c. Setting Up a Conference Call

d. Using Voicemail

4. Lab 1

- i. *Place a call/Answer a call*
- ii. *Transfer a call (Blind and Consultative)*
- iii. *Conference call*
- iv. *Leave/Access Voicemail*

5. Customizing Phones:

- a. Automatic Call Forwarding
- b. Adding Contacts
- c. Editing Contacts
- d. Headsets (Mention/Brief)
- e. Ring type

6. Configuring hosted.veracitynetworks.com Options:

- a. Incoming Calls
- b. Outgoing Calls
- c. Messaging

Syllabus - B

1. Profile:

- a. Add, modify, or remove users
- b. View or modify your group profile information.
- c. Add, modify, or remove holiday schedules for your group.
- d. Add, modify, or remove time schedules for your group.

2. Resources:

- a. Add, modify, or remove identity/device profiles.

3. Services:

- a. Add, modify or remove Auto Attendants
- b. Add, modify or remove Hunt Groups
- c. Call Center/Queues
- d. Music On Hold
- e. Voice Portal
- f. Announcements

4. Utilities:

- a. Group Directories

5. Call Recording: (if purchased)

6. CDR's