**VR3CLOUD INTERNATIONAL TERMS OF SERVICE**

The Terms of Service (“ToS”) below are the terms, conditions and limitations that apply to all VR3Cloud International, LLC Products and Service offerings (“VR³Cloud”). By accepting the ToS, the Customer acknowledges that the Customer has read, understood, and agrees to be bound by the terms, limitations and conditions below.

The TOS is effective when Customer signs an acceptance or the first date that Customer begins using VR³Cloud’s Products or Services (“Effective Date”).

The Customer will be deemed to accept the ToS if the customer uses or subscribes to any VR3Cloud service or by downloading, installing, or using any VR3Cloud software or hardware. If Customer does not agree to the terms of this agreement, neither Customer nor its End Users may download, install, or use the services or equipment.

Any capitalized terms set forth below not otherwise defined have the meanings set forth in Section 21 (“Definitions”) below.

1. **VR3CLOUD EMERGENCY SERVICES**

VR3Cloud uses Voice over Internet Protocol (“VOIP”) technology for telephone calls. There are important differences between VOIP and regular telephone land line emergency calls. As set forth below, emergency VOIP calls may not always connect to an emergency center, VOIP calls may be slower to connect to an emergency center than land lines, and VOIP calls may connect to an emergency center but not transmit the end user’s phone number or location so that if disconnected from an emergency call the operator may not be able to call the VOIP caller back. VOIP call end users may need to provide location and other information to VR3Cloud and update this information if they change locations for the VOIP calls to function properly. By accepting this TOS, Customer agrees that it has read and accepted the warnings and disclaimers below regarding emergency VOIP calls and that the Customer will advise its end users of the differences and limitations for VOIP emergency calls.

* 1. **VR3Cloud Emergency Calling Service Limitations.** VR3Cloud Emergency Service provides

access to emergency calling services, allowing most but not all VR3Cloud’s users to access either basic or enhanced emergency service. Customer access may differ depending on Customer location or the device Customer is using, and emergency calling services work differently than Customer may have experienced using traditional wireline or wireless telephones. It is strongly recommended that Customer have an alternative means for placing emergency calls available at all times. VR3Cloud’s users using IP Desk Phones“ IP Desk Phone ” means a telephony hardware device that uses VoIP to place and transmit telephone calls over an IP network. or Softphones“ 911-Enabled Softphone ” means a Softphone for which the RingCentral 911 Service is supported. can dial an emergency number directly from their IP Desk Phones or Softphone. Emergency calls cannot be placed through softphones that are not enabled for emergency calling. Calls to an emergency response center placed through the VR3Cloud mobile application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by Customer’s wireless service provider if wireless service is available. If Customer’s wireless service is unavailable, the emergency call cannot be placed. The VR3Cloud mobile application cannot place emergency calls over wi-fi access. Emergency dialing is not available through the VR3Cloud mobile application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

**1.2. How VoIP Emergency Calling Works.** When a VR3Cloud user dials an emergency call on an IP Desk Phone or emergency enabled Softphone, the VR3Cloud telephone number and the Registered Address Customer has provided is sent to the local emergency center serving Customer’s location. In some areas, emergency operators have access to this information; however, in areas where only basic emergency service is available, the emergency operator answering the call may not be able to see Customer’s VR3Cloud telephone number or Customer Registered Address.“ Registered Address ” means the address of the physical location where You will use the RingCentral Office service, including each IP Desk Phone and each 911-Enabled Softphone. Customer should always be prepared to provide the emergency operator with Customer’s VR3Cloud telephone number and Registered Address in case the call is dropped or disconnected. If Customer is unable to speak, the emergency operator may not be able to send help to Customer’s location and/or call Customer back should the call be disconnected. VR3Cloud does not control whether or not the emergency operator receives Customer’s telephone number and Registered Address. Emergency dialing with VR3Cloud“Office Services” means the voice, online meeting, video conferencing, and related services, applications, and product integrations, together referred to as RingCentral Office. works differently than emergency dialing over traditional phone service. In some cases, emergency calls dialed from Customer’s VR3Cloud device cannot be directed to the local emergency response center and are instead directed to that specific countries emergency call center. That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline emergency services network. Emergency service calls that are directed to the countries emergency service call center may not include Customer’s VR3Cloud telephone number or Customer’s Registered Address. Trained operators at the emergency call center will request Customer’s name, location, and telephone number and attempt to reach emergency responders in Customer’s local area. Until Customer gives the emergency call center operator Customer’s telephone number and location, he/she may not be able to call Customer back or dispatch help to Customer’s location if the call is dropped or disconnected.

**1.3. Service limitations.** VR3Cloud emergency service will not function in the event of an internet or power outage, if customer does not have cellular service (on the VR3Cloud mobile application), or if Customer’s broadband, ISP or VR3Cloud service is terminated. The VR3Cloud mobile application cannot send emergency calls over wi-fi access. It is possible that network congestion may delay or prevent completion of an emergency call.

**1.4. Registering Customer Location.** Customer agrees to register with VR3Cloud Emergency Service by email to support@vr3cloud,com immediately upon activation of Customer Account“ Account ” means the numbered account established with RingCentral that contains any of the following information: Your true, accurate, current, and complete personal name or business name, administrator name, billing address, shipping address, the address where the Plan Services will primarily be used, the records of Your Digital Lines, subscriptions, and any Plan Services that You have purchased from RingCentral. Multiple services, Digital Lines, or End Users may be included in a single account. and will provide the address of the physical location where Customer will use VR3Cloud, including each IP Desk Phone and each emergency enabled Softphone. If Customer or Customer End Users move a registered device, Customer agrees to immediately register with VR3Cloud Emergency Service by email to support@vr3cloud.com with the new physical location of the device. Customer acknowledges that if Customer does not update the registered address, any emergency calls made from the device may be sent to the wrong emergency response center and will not transmit Customer’s current location information to emergency responders, delaying emergency assistance to Customer. It may take up to several days for the Registered Address update to take effect. Customers with more than one line or extension are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each IP Desk Phone and each emergency enabled Softphone, and that their End Users are aware of how the Registered Address can be changed.

**1.5. Text-to-Emergency Services.** Customer’s VR3Cloud Emergency Service does not allow Emergency SMS messages.

**1.6. Notification of Employees, Guests, or Other Users.** Customer agrees to notify all of its End Users, including but not limited to employees, contractors, guests, or persons who may place calls using VR3Cloud, of the limitations of the VR3Cloud Emergency Service. “ Softphone ” means an instance of the RingCentral Softphone desktop software application used to access the Plan Services. Customer agrees to affix a sticker warning that emergency services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to make emergency VoIP calls. Customer and Customer End Users should always have an alternative means for placing emergency calls.

**1.7. Disclaimer of Liability for Emergency Call Response.** Customer acknowledges and agrees that Customer use and use by Customer employees and/or guests or other third parties, of VR3Cloud Emergency Service are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or Customer VR3Cloud telephone number, depends on whether local emergency response centers support those features, and are factors outside of VR3Cloud’s control. VR3Cloud relies on third parties to assist in routing emergency calls to local emergency response centers. VR3Cloud does not have control over local emergency response centers, emergency responders, or other third parties. VR3Cloud disclaims all responsibility for the conduct of emergency response centers and all other third parties involved in the provision of emergency response services. Accordingly, to the extent permitted by applicable Law“ Law ” means any federal, national, municipal, local, state, or international law, statute, regulation, code, ordinance, or restriction; treaty or convention; or court or administrative ruling., Customer hereby releases, discharges, and agrees to defend, indemnify and hold harmless VR3Cloud from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call. Customer agrees to defend, indemnify and hold harmless VR3Cloud, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of: (i) Customer’s provision to VR3Cloud Emergency Service of incorrect information, including physical addresses, or Customer’s failure to update Customer Registered Address; (ii) Customer’s failure to properly notify any person who may place calls using VR3Cloud products or services of the emergency service limitations; or (iii) the absence, failure, or outage of emergency service dialing using the VR3Cloud products and services for any reason; and (iv) the inability of any user of VR3Cloud to be able to dial emergency services or access emergency service personnel for any reason. Any charges incurred from 3rd parties will be passed onto customer for subscribers/devices/locations that have not been registered.

1. **VR3Cloud Plan Subscription**

**2.1. Purchase of VR3Cloud.** Pursuant to the ToS, Customer is purchasing a subscription for VR3Cloud set forth in Customer’s initial order and agrees to use and pay for the same as set forth in the ToS for the entire period in the initial order (the “Initial Term”), and any Renewal Terms. Customer agrees to be financially responsible for Customer use of the VR3Cloud Services, including the authorized or unauthorized use of Customer’s Account. In order to use VR3Cloud, Customer must have a properly configured and working Internet service or broadband connection. VR3Cloud does not provide any access to the Internet unless a plan is purchased through VR3Cloud which includes internet access.

**2.2. Order Form.** An order for VR3Cloud will not be processed without a signed quote, order form, Statement of Work or an order processed through the customer portal. The order will include all of the details of the order such as: which plan was purchased, including features, number and type of phones, number of DID’s, number of Toll Free numbers, whether the Customer has limited or unlimited minutes, number of PoE switches, number of routers, etc.

**2.3. Account Registration.** Upon signing up for VR3Cloud, and at subsequent times as requested by VR3Cloud, Customer or Customer’s End Users may be required to provide certain information in order to begin using or to update VR3Cloud, activate features, or add or modify individual lines or extensions (e.g., activating an Account or End User or provisioning a device) (“Registration Information”). Customer hereby grants to VR3Cloud permission to use Registration Information in connection with the activation, provision, support, improvement, administration, or management of Customer’s use of the VR3Cloud offerings, as set forth in these ToS. Customer represents and warrants that all Registration Information provided to VR3Cloud by or on behalf of Customer or any End User will be true, accurate, current, and complete, and that Customer will promptly confirm, update, or supplement Registration Information on file upon VR3Cloud’s request or in the event that such Registration Information changes.

**2.4. Account Administrators.** The Customer’s designated Account Administrator(s) of Customer’s VR3Cloud products and services will have rights to set or modify the settings or preferences of other End Users of Customer’s Account. Customer is responsible for all acts and omissions of Customer Account Administrators, and any other End Users, including, without limitation, any changes or purchases such individuals may make to Customer Account.

**2.5. Term and Automatic Renewal.** Customer’s access to and use of the VR3Cloud is provided on a three (3) year contractual basis, with a one year automatic renewal unless the customer notifies VR3 90 days in advance of the end of the initial term and subsequent terms. Thereafter automatic renewal will continue as stated above. VR3Cloud service will continue until either Party gives a minimum of 90 days written notice of cancellation.

**2.6. Operator Assisted, Collect Calling and Calling Card.** VR3Cloud does not support collect calls, third party billing calls or calling card calls.

**2.7. Changing Plans.** VR3Cloud offers several different plan options for Customers. Customer may change the VR3Cloud Service plan choices at any time, subject to price changes associated with the plans. In addition, certain plans may entitle Customer to receive discounts on equipment used in connection with VR3Cloud. If the Customer receives any equipment discounts associated with a VR3Cloud plan and subsequently changes that plan to one that does not offer those equipment discounts, Customer agrees to reimburse VR3Cloud, and hereby authorizes VR3Cloud to charge Customer’s credit card on file, or invoice Customer, as applicable, for such equipment discounts.

**2.89. Unlimited Plan.** VR3Cloud offers “unlimited” monthly calling plans for some of its VR3Cloud products and services. As used herein, “unlimited” means ordinary and customary business volume for one local telephone number and specifically excludes call centers, resales, or other high-volume use. Other terms and restrictions apply to “unlimited” use, including but not limited to, international calls. If, for any reason, VR3Cloud believes that Customer usage of the unlimited plan and services violates these ToS, then VR3Cloud may, in its sole discretion with or without notice, terminate Customer’s unlimited plan and/or immediately invoice the Customer for such overages beyond customary usage.

**2.9. Usage Billing.** VR3Cloud offers several monthly usage-based services such as toll-free, contact center and international calling. Minute usage will be billed at the applicable per minute rate(s) in arrears. For international calling, international rates will apply.

**2.10. Service Availability.** VR3 will provide service with a 99.99% uptime except where such service interruptions are caused by a *force majeure* event, a disruption caused by the Customer, or by scheduled maintenance of the VR3 system (such scheduled maintenance to be conducted at times so as to provide the least disruption to the Customer when practicable). Repeated material failures to meet the SLA objectives of any three months in a six month period, shall be considered cause for termination of this contract.

1. **Device/Device as a Service**

**3.1.** **Device as a Service**. If Devices are not purchased out right at the beginning of the contract term, VR3Cloud charges a recurring monthly fee for each Device (collectively, the “Fees”). As a part of the Customer’s recurring bill from VR3Cloud, Customer agrees to pay the Fees for all hardware, using the same payment method and payment period as defined in Customer’s VR3Cloud Quote.

**3.2. Device Usage.** Customer will ensure that: (a) each Device will only be used in a careful and proper manner and in accordance with the written instructions provided by VR3Cloud, as may be updated by VR3Cloud or the manufacturer of the Device from time to time; (b) each Device will be used with due care and will not be defaced, modified, or used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) any regulatory or certification markers or warning labels affixed to a Device may not be removed, defaced, or otherwise obstructed; and (d) each Device will only be repaired subject to VR3Cloud express written authorization and in accordance with VR3Cloud’s instructions and requirements.

 **3.3.** **Return of Devices during the Term of the Agreement.** When Customer returns a Device, Customer agrees to return a fully functional and non-damaged Device to VR3Cloud. All Devices and related hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the Device. This obligation does not apply to any damage that is covered under the manufacturer’s warranty or the warranty provided by VR3Cloud. At VR3Cloud’s discretion, VR3Cloud may decline Customer returns or charge a Customer replacement cost equal to the Device’s then current list price. Before returning any Device or hardware that has data in its memory, please transfer all files Customer wishes to retain to another file source. Once the hardware is returned, Customer files cannot be recovered and Customer releases VR3Cloud of any liability for any misappropriated, lost, damaged, or destroyed files, data, or other information associated with Customer information contained on Devices that have been returned. If Customer wishes to upgrade a Device, the replacement of the current Device shall be deemed a termination of the Services with respect to the current Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Device set forth in the Return or Purchase Rights section of this Agreement; provided that the Services for the current Device shall be deemed to terminate, and the Services of the replacement Device shall commence, on the date the replacement Device is recorded as delivered by a designated courier.

**3.4. Purchases of Devices during the Term of the Agreement.** Customer may purchase a Device at any time at a fractional percentage of the Device’s then-current VR3Cloud list price.

**3.5. Return of Devices upon Termination of Agreement.** Upon termination of the Agreement, Customer agrees to return or purchase a Device (including all accessories and materials that were provided with the primary hardware device) consistent with VR3Cloud’s written instructions. , Returns at the conclusion of three-year term shall be picked up by VR3Cloud or shipped by pre-paid shipping label provided by VR3Cloud. The Device will no longer be considered outstanding upon the return of a fully functional Device as confirmed by VR3Cloud. If Customer does not return a Device (subject to VR3Cloud inspection and acceptance of the returned Device in its reasonable discretion) within thirty (30) days following the termination of the Services for such Device, Customer will be deemed to have purchased that device at a purchase price based on the list price of the equipment when provided, with equal depreciation of the device to $1 after a three-year term.

**3.6. Device as a Service Ownership; Damage and Loss.** VR3Cloud is and will remain the owner of each Device unless title is conveyed to Customer in writing following VR3Cloud confirmation to Customer of its receipt of Customer payment in full of the purchase price for the Device. Customer will not grant any third party any right to use, possess, or control any Device, sublease any Device, attempt to dispose of any Device, grant any interest or right in a Device to any third party, or otherwise do anything that undermines VR3Cloud’s ownership of each Device. Upon receipt of each Device, Customer will examine each Device, and unless Customer notifies VR3Cloud within ten (10) days of Customer’s receipt of a Device of any issue with a Device, each Device is deemed to be in good working order at the time of receipt. In the event that any Device delivered to Customer is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, Customer will immediately notify VR3Cloud in writing and pay VR3Cloud a purchase price based on the formula listed in 3.5. This obligation does not apply to any damage that is covered under the manufacturer’s warranty or the warranty provided by VR3Cloud.

**3.7. Other Remedies.** If the Customer is obligated to return or purchase a Device subject to this Return or Purchase Rights section of this Agreement, and Customer has not returned a Device or Customer has defaulted in any obligation to pay the purchase price due for a Device to be purchased, VR3Cloud may, in addition to those remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Devices without demand, notice, or legal process, wherever each Device may be located, and Customer hereby waives any and all damages occasioned by that taking of possession.

1. **End User License and Restrictions**

**4.1. Limited License.** VR3Cloud grants Customer and Customer End Users a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable license to use the software and hardware provided in conjunction with the VR3Cloud offering during the Term in strict accordance with these ToS and solely for Customer’s own internal business use. In the event of any expiration or termination of Customer’s subscription to VR3Cloud or termination of these ToS, all license rights granted herein or in connection with any software or hardware immediately terminate.

**4.2. Third Party End User License Agreement.** Customer is subject to the manufacturers EULA for all provided equipment and third-party software. Manufacturer’s EULA can be requested by email to support@vr3cloud.com. By accepting the ToS, you are accepting the manufacturers’ license agreements and terms.

**4.3. Intellectual Property.** Customer agrees that any IP Rights (“IP Rights” means any and all patents, copyrights, trademarks, service marks, trade secrets, and other Intellectual Property rights of VR3Cloud or in any technology used in the provision thereof) shall remain the sole and exclusive property of VR3Cloud and its licensors. Except as expressly provided herein, the limited license granted to Customer by VR3Cloud does not convey any ownership or other rights, express or implied, in VR3Cloud, any materials provided in connection with VR3Cloud, or in any Intellectual Property. Customer may not use or disclose any Intellectual Property. “ Intellectual Property ” means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (i) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (ii) copyrights and copyright registrations, and “moral” rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) other proprietary rights relating to intangible property; (v) trademarks, trade names and service marks; (vi) a person’s name, likeness, voice, photograph or signature, including, without limitation, rights of personality, privacy, and publicity; (vii) analogous rights to those set forth above; and (viii) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable) or IP Rights in the VR3Cloud or any hardware or software related to the same except as expressly contemplated by this section.

**4.5. New Versions of Software.** VR3Cloud, in its sole discretion, reserves the right to add, remove, or modify features or functions, and to provide fixes, updates and upgrades to VR3Cloud with advance notification to Customer where practicable. Customer acknowledges and agrees that VR3Cloud has no obligation to make available to Customer any subsequent versions of VR3Cloud; provided, however, VR3Cloud shall make available to Customer any such features, functions, fixes, updates and upgrades and subsequent versions of VR3Cloud that VR3Cloud makes generally available at no additional charge to customers who subscribe to the same edition of VR3Cloud purchased by Customer. In addition, Customer and VR3Cloud acknowledge that no third party has any obligation whatsoever to furnish maintenance or support services with respect to VR3Cloud and that VR3Cloud is solely responsible for the provision of maintenance and support as provided in these ToS and to the extent such maintenance and support is required under applicable Law.

1. **Designated Customer Administrator Responsibilities**

**5.1. Account and End User Management.** Customer acknowledges and agrees that End Users Customer designates as Account Administrators may have the ability to make purchases and enter into transactions on the Customer’s behalf and/or to perform acts related to the Customer’s VR3Cloud account, or Customer Account, including any individual line or extension or ancillary services, that may significantly affect the Customer or the operation of the Customer’s VR3Cloud, including, without limitation, adding, removing, or modifying numbers or extensions assigned to an Account; payment method(s); making changes to software or hardware; adding, removing, or modifying ancillary services; and/or modifying settings. Customer is responsible for any such changes made to the Customer account. Customer agrees to maintain sole and exclusive control over Customer’s VR3Cloud Account at all times and to ensure that all Account rights, permissions, and settings, and all use and Usage, (“Usage” means Toll-Free usage, Local usage, Long-Distance usage, International Usage, and any other usage of an Account that could result in charges for calling, messaging, or other activity) are effectively managed as necessary to prevent any unauthorized access to, use or Usage of, or transaction or activity through or relating to the Customer’s VR3Cloud, including, without limitation, by implementing the following measures and practices:

* Disable international calling for all lines or extensions for which such calls are not needed or not authorized;
* Restrict international calling destinations to those that are needed and authorized;
* Block inbound calls from any caller IDs and area codes from which the Customer does not wish to receive calls and block inbound calls with no caller ID if appropriate;
* Regularly monitor, review, and scrutinize End User calling and other Account activity;
* Promptly notify VR3Cloud of Account Security Incident and provide all reasonable information and cooperation requested by VR3Cloud and or companies for which VR3Cloud resells goods or services in responding to any Account Security Incident; and
* Implement and train all End Users as to general security controls and practices, as necessary to ensure Customer compliance with this Section entitled “Customer Security Policy”.
1. **Acceptable Use Policy**
	1. **High Risk Use**
		1. **VR3Cloud High Risk Services. Only services designed specifically for high-ri**sk use such as; **VR3Cloud** **Managed Analog Replacement Services**, i.e. elevator phones, fire alarms, security devices/phones are supported.
		2. **All other** VR3Cloud **services are not designed for high risk use applications** The Customer acknowledges that the VR3Cloud offerings are not designed, manufactured, intended, or recommended for use for any high-risk or fail-safe purpose or activity or in any environment where failure, interruption, malfunction, error, or unavailability could result in substantial liability or damages, physical harm or personal injury, death or dismemberment, or property or environmental damage. Customer represents and warrants that Customer and Customer’s end users will not use the VR3Cloud offerings for any such purpose or activity or in any such environment. Customer has the ability to purchase additional functionality to enhance the reliability and redundancy of the environment.

**6.2. Customer Legal Compliance.** Customer represents and warrants that all use and usage of Customer’s VR3Cloud and the Account(s) will at all times comply with all applicable Laws, including, but not limited to, the rules, policies and regulation of the countries and all Laws relating to Do-Not-Call provisions; unsolicited marketing; telemarketing; faxing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

Customer agrees to indemnify and hold harmless VR3Cloud and any third party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Customer’s violation or alleged violation of regulation or legislation; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that Customer may send and/or receive using VR3Cloud.

**6.3 Prohibition Against Illegal Robocalls.**

VR3Cloud is required to comply with Federal law and regulations prohibiting illegal robocalls. In order to do so, we specifically prohibit the following activities:

* continuous or extensive chat line or conference call participation,
* use of free conference calling or similar services that VR3Cloud in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
* use of an open telephone line as a monitoring, intercom or similar service;
* repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
* long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
* use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
* restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;
* engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by VR3Cloud or otherwise involving the Services or any VR3Cloud account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
* utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.  Further, users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of VR3Cloud services.

**6.4. Export Restrictions.** Customer acknowledges and agrees that the software and/or hardware used in conjunction with VR3Cloud may be subject to Canada, United States and other foreign Laws and regulations governing the export, re-export, and/or transfer of software by physical or electronic means. Customer agrees, represents, covenants, and warrants that: (i) neither Customer nor any End User (nor any entity or person that controls Customer or any End User): (a) is located in an Embargoed Area (“ Embargoed Area” means a country or region that is subject to a Canadian, United States, United Nations, or European Union embargo or economic sanctions, including, without limitations, destinations designated by Foreign Affairs, Trade and Development Canada, the United States Government in Country Group E or Part 746 of the Export Administration Regulations (15 CFR Part 730-774), or otherwise subject to territorial sanctions under regulations administered by the Foreign Affairs, Trade and Development Canada, the United States Department of the Treasury, Office of Foreign Assets Control, or other governmental authorities with jurisdiction) or listed on any Export Control List (“Export Control List” means any list maintained by the government of Canada, the United States or any other country of entities or individuals that are subject to export controls or economic sanctions including, without limitation, the Foreign Affairs, Trade and Development Canada Export Control List, the United States Commerce Department’s Denied Parties List, Entity List, or Unverified List, the United States Department of the Treasury’s or the United States Office of Foreign Assets Control’s Specially Designated National List, Sectoral Sanctions List, Foreign Sanctions Evaders List; and similar lists of entities, organizations, or individuals subject to export control restrictions or economic sanctions that are maintained by other agencies of the Canadian Government, the United States Government, the United Nations, the European Union, or any other governmental authority with jurisdiction) or (b) will export or re-export any VR3Cloud software or hardware into any Embargoed Area or to any person, entity, or organization on any Export Control List, or to any person, entity, or organization subject to economic sanctions due to ownership or control by any such person, entity, or organization, without prior authorization by license, license exception, or license exemption; and (ii) VR3Cloud software and/or hardware will not be used or accessed from any Embargoed Area.

**6.5. Recording Conversations or Calls.** Certain features of the VR3Cloud offering may allow Customer or users of VR3Cloud to record calls or other communications. The notification and consent requirements relating to the recording of calls, and/or other communications may vary from state to state, and country to country. Customer should consult with an attorney prior to recording any call as some states or countries may require callers or users to obtain the prior consent of all parties to a recorded call, or other communication before the caller or User may record the call, or other communication. Customer represents, covenants, and warrants that Customer will review all applicable Laws before Customer uses or allows use of VR3Cloud to record any calls or other communications and will at all times comply with all applicable Laws. Customer agrees to inform all users of Customer’s Account that they are obligated to comply with all Laws relating to their use of the call recording feature. Violations of the call recording Laws may be subject to criminal or civil penalties. VR3Cloud expressly disclaims all liability with respect to the Customer recording of telephone conversations. Customer agrees to indemnify and hold harmless VR3Cloud and any third party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of Customer violation or alleged violation of any call recording Laws. VR3Cloud expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.

**6.6. Prohibited Acts and Use of VR3Cloud.** Neither Customer nor any User of Customer’s VR3Cloud may use or allow use of Customer’s VR3Cloud in any of the following ways:

* in any manner or for any purpose that is fraudulent, malicious, deceptive, dishonest, abusive, obscene, threatening, harassing, tortious, improper, defamatory, libelous, slanderous, or in violation of any Law;
* to intentionally send or transmit unsolicited or “junk” or “spam” advertisements, communications, or messages (commercial or otherwise) without consent, including, without limitation, through email, voicemail, SMS, facsimile, or internet facsimile;
* to harvest or otherwise collect information about others, including, without limitation, email addresses or personally-identifiable information, without their consent;
* to intentionally engage in blasting or broadcasting bulk communications, advertisements, or messages (e.g., sending hundreds of messages simultaneously), including, without limitation, through email, voicemail, SMS, facsimile, or internet facsimile;
* to perform auto-dialing or “predictive” dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable Law;
* to transmit any communication that would violate any applicable Law;
* to intentionally transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous;
* to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value, including by creating a false Caller ID identity or forged email/SMS address or header or by otherwise attempting to mislead others as to the identity of the sender or the origin of any outbound Customer Communication;
* to infringe, misappropriate, or otherwise violate the foreign or domestic IP Right or proprietary right of any party, including, without limitation, by transmitting or storing any material that might infringe, misappropriate, or otherwise violate any such right;
* to violate the right of privacy, personality, or publicity of any party, including, without limitation, by transmitting or storing any material that might violate any such right;
* to violate any Law regarding the transmission of technical data or information or software through VR3Cloud;
* in any manner that interferes with VR3Cloud’s ability to provide high quality products or services to other Customers;
* to store Personal Health Information
* transmit, upload, distribute in any way, or store any corrupted file or material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous or may damage the operation of transmit, upload, distribute in any way, or store any corrupted file or material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous or may damage the operation of VR3Cloud or another party’s computers, devices, equipment, systems, or networks;
* take advantage of, bypass, exploit, or otherwise avoid Customer obligations or the provisions, restrictions, and prohibitions set forth in this Section 6 (or attempt to do so);
* interfere with or disrupt networks or systems connected to VR3Cloud;
* sell, resell, distribute, lease, export, import or otherwise grant or purport to grant rights to third parties with respect to VR3Cloud, and any software or hardware used in conjunction with VR3Cloud or any part thereof without VR3Cloud’s prior written consent;
* display or use VR3Cloud in any manner in violation of VR3Cloud’s then-current policies on its trademark and logo usage or without VR3Cloud’s express, prior written permission, to be granted or denied in VR3Cloud’s sole discretion,
* display or use of any Third Party Mark without the prior, written consent of the third party that owns the Third Party Mark;
* undertake, direct, attempt, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of VR3Cloud or any software and hardware used in conjunction with VR3Cloud, or part thereof;
* defeat, disable, or circumvent any protection mechanism related to VR3Cloud;
* intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data used by VR3Cloud for any purpose, including, without limitation, by causing any product to connect to any computer server or other device not authorized by VR3Cloud or in any manner not authorized in advance in writing by VR3Cloud;
* allow any service provider or other third party – with the sole exception of VR3Cloud authorized maintenance providers acting with VR3Cloud’s express, prior authorization – to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with VR3Cloud;
* gain access to or use (or attempt to gain access or use) any device, system, network, account, or plan in any unauthorized manner (including, without limitation, through password mining);
* engage in or to allow trunking or forwarding of Customer VR3Cloud telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system; or
* violate or take any action to jeopardize, limit, or interfere with VR3Cloud’s IP Rights, including, without limitation, their IP Rights in the software and hardware used in conjunction with VR3Cloud or another party’s computers, devices, equipment, systems, or networks;

A breach of obligations in this Section constitutes a material breach of these ToS, as applicable, such that VR3Cloud may suspend service, terminate the Agreement immediately, or take any other action VR3Cloud deems necessary to enforce the terms of this Section.

1. **Invoicing and Payment**

**7.1.** The pricing agreed upon by both parties and included in the Contract shall remain firm throughout the duration of the term of the Agreement. Customer is responsible for paying all charges for the Customer Account. Customers with a past due balance on previous or multiple accounts will be charged the full balance upon opening a new account or updating their credit card information on file. VR3Cloud also reserves the right to terminate this Agreement for Customer’s material breach of these payment obligations and charge termination and transfer fees consistent with the terms and conditions and as provided in these ToS.

**7.2. Invoices.** Invoices will be submitted via email by VR3Cloud (nonrecurring or monthly recurring) to the address set forth by the Customer. All invoices and all payments will be in U.S. dollars unless otherwise specified by customer. Invoices that are materially incorrect, incomplete or list Products that were not requested by Customer may be returned to VR3Cloud for correction and resubmission. If any amount in any invoice is disputed by Customer, the Customer shall set forth the reasons for the dispute in writing within ten (10) business days in sufficient detail that VR3Cloud shall be able to identify with particularity the disputed item(s). Failure by Customer to make payments to VR3Cloud, for portions of an invoice which are reasonably disputed in writing, will not constitute a material breach of this Agreement by Customer; however, Customer agrees to promptly pay undisputed portions of any invoice. Customer’s failure to pay invoices when due may result in interruption or termination of VR3Cloud’s Service, with or without notice in advance of such interruption in service.

**7.3. Taxes and Fees.** All fees for Services advertised or otherwise listed on the VR3Cloud website or in quotes are exclusive of any Taxes and Fees. Customer agrees to pay all Taxes and similar liabilities that may now or hereafter be levied on VR3Cloud and related software or hardware by any federal, state, local, international law or regulation, as well as any administrative and recovery fees and charges levied on VR3Cloud, whether or not mandated by law or regulation, which relate to the VR3Cloud offering provided to Customer. Should VR3Cloud pay or be required to pay such liabilities (including any Taxes that were due but not charged or previously collected), Customer agrees that VR3Cloud may charge Customer’s credit card or invoice Customer, as applicable, for such payments upon receipt of an invoice and showing of indebtedness to VR3Cloud.

**7.3.1. Federal Universal Service Recovery Fee**: This fee is used to recover contributions VR3Cloud is required to make to the federal Universal Service Fund, which provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. VR3Cloud is permitted, but not required, to recover these costs from its customers. The Federal Communications Commission (FCC) sets the applicable USF rate on a quarterly basis and is subject to change.

**7.3.2. 911 Service Fee:** This fee is used to recover VR3Cloud costs directly associated with providing 911 and E911 for Digital Line customers.

**7.3.3. VR³Cloud Compliance and Administrative Cost Recovery Fee:** The VR3Cloud Compliance and Administrative Cost Recovery Fee (“CRF”) is a fee that VR3Cloud charges to recover various costs and expenses it incurs in connection with:

* complying with legal, regulatory, and other requirements, including, without limitation, federal, state, and local reporting and filing requirements;
* responding to subpoenas, civil investigation demands, and other official requests, and otherwise assisting with official investigations;
* reporting and managing payments to third party telecommunications services providers;

**7.4. Payment.**  Customer will pay VR3Cloud for all monthly recurring services and all non-monthly recurring items invoiced in accordance with the terms of this Agreement and the Florida Local Government Prompt Payment Act, within 45 days after the date on which the payment request or invoice is received, per §218.74(2). If set forth in an applicable PO or Order Form, repayments may be required before VR3Cloud Service is provided. VR3Cloud will use commercially reasonable efforts to notify Customer of any invoice that is past due. Payment may be made, at Customer’s option, by check or by electronic fund transfer. Customer understands and agrees that any invoice which is not objected to in writing within ninety (90) days of the date of the invoice shall be deemed to be accurate and complete.

**7.5. Late Fees.** Any fees or charges not paid when due shall incur interest at a rate of 1% per month, compounding monthly (per §218.74(4)).

1. **Treatment of Customer Communications, Content, and Account Data**

**8.1. Passive Conduit Role.** Customer understands and acknowledges that VR3Cloud is a reseller of products and services and that VR3Cloud does not host the UCaaS/CCaaS system, manufacture equipment/hardware, develop software, or provide internet services.

**8.2. Disclaimer of Data Storage Responsibilities.** Customer acknowledges and agrees that: (i) VR3Cloud shall have no obligation to store, retain, back-up, or ensure the availability of any stored Customer Communications and/or Account Data; (ii) to the extent that Customer wishes to retain any Account Data or other information relating to Customer’s VR3Cloud’s Account, or the use thereof, Customer shall ensure that such information is downloaded, saved, and/or backed-up outside of Customer’s VR3Cloud’s Account; (iii) Customer shall not rely on VR3Cloud as a repository for or means by which to retain, store, or back-up Account Data or any other data, information, or materials; (iv) VR3Cloud may delete or purge any and all copies and versions of any stored Customer Communications and/or Account Data or other data at any time, without notice; and (v) VR3Cloud may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of Account Data.

**8.3. Access to Account Data.** Customer and authorized Customer End Users can obtain Account Data and stored Customer Communications with Customer login credentials in the relevant VR3Cloud administrative or customer portal.

**8.4. Record / Information Gathering and Production**. Customer acknowledges and agrees that VR3Cloud shall not be obligated under these ToS to perform any of the following tasks or work: (i) the investigation, access, correction, alteration, gathering, compilation, review, verification, or production of any Account Data, Customer Communications, or any other records, documents, information, or evidence related to Customer or Customer’s VR3Cloud; (ii) the provision of legal or other counsel; or (iii) the provision of assistance, cooperation, or information beyond that which is directly and specifically related to VR3Cloud’s fulfillment of its obligations under these ToS or pursuant to applicable law. VR3Cloud is not obligated to: (i) determine, prove, or disprove any fact or claim; (ii) pursue or defend against any claim, allegation, action, lawsuit, demand, or proceeding; (iii) substantiate any party’s compliance with any Law or Legal Process; “ Legal Process ” means any court or administrative order, subpoena, civil investigation demand, warrant, or other official request, order, or process. (iv) respond to or comply with any request or demand; (v) identify any party; or (vi) conduct any surveillance.

**8.5. Export of Account Data.** Customer acknowledges and agrees that any Account Data, stored Customer Communications, or other information or materials that Customer exports will not be under VR3Cloud’s control and will not be subject to or protected by VR3Cloud’s security controls. Customer or Customer End Users shall comply with all applicable Law relating to the use, disclosure, access, or export of data from Customer Account.

1. **VR3Cloud and HIPAA**

**9.1. No Storage of Personal Health Information.** Customer acknowledges and agrees that VR3Cloud is not designed, intended, or recommended for use as a repository or means by which to store “protected health information,” as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Customer represents and warrants that neither Customer’s VR3Cloud nor any ancillary product or service that is a part thereof will be used for such purpose. VR3Cloud makes no representation, warranty or guarantee that it complies or will comply with HIPPA.

1. **Number Policies**

**10.1. Number Availability.** VR3Cloud will provide available telephone numbers for Customer selection and assignment to Account(s). Customer acknowledges and agrees that the VR3Cloud listing of a number may be erroneous and does not constitute a representation or guarantee that such number is available for such assignment. VR3Cloud shall be authorized to remove such number from an Account if the number is not actually available.

**10.2. Number Porting Policy**

**10.2.1. Federal Porting Law.** Number porting is defined and regulated by the Federal Communications Commission. Customer may visit

<http://www.fcc.gov/cgb/NumberPortability> to learn more about number porting.

**10.2.2. Number Port-In Request Procedures.** In order to request the porting of a telephone number into an Account, the Account Administrator must email VR3Cloud’s local number portability department at support@vr3cloud.com and comply with their instructions.

**10.2.3. Customer Compliance with Porting Laws.** Customer acknowledges and agrees that the porting of numbers is subject to law and may be subject to third party terms and conditions. Customer agrees, represents, and warrants that neither Customer; nor any User or End User; nor any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing will at any time: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate “slamming” or the porting out of any telephone or facsimile number or change or attempt to change any party’s telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

**10**.**2.4. Unauthorized Port Outs.** VR3Cloud requires all customers, to obtain legal and valid authorizations from a business owner or user as part of each port request. If the Customer believes a number has been ported out during the Term of this Agreement or any renewals or extensions thereof, VR3 will use commercially reasonable efforts to work with other carriers to decide the validity of the request and, if the port was not authorized, return the number. Unauthorized port notifications must be made in writing to VR3 at support@vr3cloud.com. **Important Note: Any unauthorized ports must be reported to VR3 within 24 hours of the occurrence. Despite validation efforts, mistaken or unauthorized porting may occur. Delays in reporting unauthorized ports increases the risk that a number cannot be returned and delays of more than thirty (30) days means that the matter will not be treated as a “slam.”**

**10.2.5 Release of Numbers.**  Customer acknowledges that in the event of an account termination or cancellation, all telephone numbers associated with the Customer Account, which have not previously been ported to another provider, may be released within thirty (30) business days. In such case, Customer is responsible for all costs and fees VR3 incurs during such thirty(30) business day period associated with supporting such numbers. Customer acknowledges that Customer is solely responsible for working with a third-party provider to port out any numbers prior to termination or cancellation for Customer Account on VR3Cloud, or any individual line. Numbers are authorized based on the new carrier’s criteria of validation.

1. **Service Requirements and Limitations**

**11.1. IP Network Sufficiency.** Customer acknowledges and agrees that: (i) VR3Cloud requires a properly-configured, high performance, enterprise-grade broadband IP network and connection and (ii) use of VR3Cloud with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or underperformance of VR3Cloud or other services utilizing the same network, services, or connection. Customer agrees to provide and maintain an IP network, services, and connection meeting the foregoing standard and all equipment necessary for VR3Cloud to connect to and use such network, services, and connection. However, Customer can purchase a VR3Cloud package that provides these services. VR3Cloud is not liable for any unavailability, interruption, or underperformance of VR3Cloud’s related to Customer IP network or connection unless Customer purchases these services through VR3Cloud.

**11.2. Use of Third Party Devices.** VR3Cloud does not guarantee or make any representation or warranty that any third party IP telephone or other device not approved by VR3Cloud will work or be compatible with VR3Cloud.

**11.3. Use of Mobile Application.** The VR3Cloud Mobile Application can be configured to make or receive calls on the Customer mobile network using Customer data service and may result in additional data usage fees from Customer’s mobile service provider. Customer can disable mobile network calling by configuring the Mobile Application to make/receive calls only over a Wi-Fi connection.

1. **Support**

**12.1.** VR3Cloud will make support available to the Customer and the Customer End Users via its call center, which will be available to attempt to resolve technical issues with, and answer questions regarding the implementation or use of, the VR3Cloud’s. Such support shall not include, and VR3Cloud shall have no obligation hereunder to perform, any of the following: (i) on-site support; (ii) dedicated representative support; or (ii) Customer network or third party equipment support not provided by the VR3Cloud. If the Customer has a customer support issue, the Customer may open a case with VR3Cloud Global Customer Care (“Customer Care”) at support@vr3cloud.com , <https://vrc.tigerunleashed.com/portal> or call into the help desk at 800-VAN-RAN4. Any End User contacting Customer Care may be required to provide certain account security information to receive support from Customer Care, and Customer Care may limit the level of support that it will provide or scope of information that it will disclose or confirm to any inquiring End User based on the scope of his or her Account rights or permissions.

1. **Managed Services and SLA Objectives**

**13.1.** VR3Cloud will be measured based on Service Level Agreement Objectives (“SLA Objectives”) as set forth in this section. SLA Objectives are based upon intended/target performance levels/criteria of VR3Cloud. Repeated failure to meet SLA objectives of 3 months in any 6 month period shall be a material breach and grounds for the terminate of services with VR3Cloud.

**13.2. MSP Offering –** VR3Cloud’s managed services is comprised of a set VoIP and telephony solutions provided by VR3Cloud and third-party suppliers approved by VR3Cloud. VR3Cloud provides a set of implementation, administration, and monitoring services as a bundled offering requiring minimal customer intervention and resources.

**13.3. Administration –** VR3Cloud provides a set of administration tools to configure and maintain VR3Cloud which are offered as a part of the bundle package.

**13.4. Monitoring –** VR3Cloud provides proactive and reactive monitoring of provided business internet services, voice telephony services including network device performance and VoIP quality monitoring. VR3Cloud utilizes these monitoring services to provide service level objectives as set forth in Section 13.5.

**13.5. SLA Objectives -** VR3Cloud will use commercially reasonable efforts to maintain its overall VoIP Services quality. The quality of VoIP Services shall be consistent with industry standards and sound business practices. Issues will be measured on the following scale:

**Priority Classification**

|  |  |
| --- | --- |
| **Priority Allocated** | **Business Impact** |
| **Major** | **Severe** | **Minor** |
| **Urgency** | **High** | **P1** | **P2** | **P3** |
| **Medium** | **P2** | **P2** | **P3** |
| **Low** | **P3** | **P3** | **P3** |

**Priority Assignment**

|  |  |  |
| --- | --- | --- |
| **Priority** | **Description** | **Detailed Description** |
| **P1** **(High & Major)** | Major Service Outage | * Service down, critical impact to business operations
* Large scale incident affecting all users at once
* The incident is the cause of complete loss or high degradation of service to the entire customer base
* Complete loss of service at a single site or multiple sites
* Need for clear, consistent communication to the affected customer base and Tier 3 escalation
* SR has not been resolved within the standards for a P2 priority case and has been escalated
* Incident affecting the Customer in such a way that the concerned sites are not able to use the service
* Service Level Response - Within 30 Minutes
 |
| **P2** | Seriously Degraded Service | * Service severely degraded
* Service seriously impaired but functional
* Incident causes dramatic performance reduction
* Customer is requesting immediate troubleshooting
* SR has not been resolved within the standards for a P3 priority case and has been escalated
* Intermittent failures
* Service Level Response – Within 4 Hours
 |
| **P3** | Service Performance Reduced or Low Impact | * Service performance reduced but functional
* Incident causes performance reduction, limited access,
* Customer is still using the service till closure of business for troubleshooting to take place out of hours (OOH)
* Minor fault with workaround, cosmetic fault, or small incident that has no impact on the performance or use of the service
* Undesirable or unexpected behaviors
* Fail over testing
* Change requests
* Service Level Response – Within 12 Hours
 |

**13.6. Escalations.** An escalation request can be by email to support@vr3cloud.com.

**13.7. Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

* Customer fails to report the issue or request a trouble ticket.
* Service interruptions or delays arising out of or in connection with, but not limited to, the following:
1. any act or omission on the part of Customer or a third party;
2. interruption occurring because Customer elects not to release the Service for testing and repair by VR3Cloud but continues to use it on an impaired basis;
3. failing to provide access to Customer premises as reasonably requested by VR3Cloud to enable VR3Cloud to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist;
4. the failure of a service or equipment that is not part of VR3Cloud; unless also provided as a part of this agreement, the related Master Services Agreement or the related Statement of Work.
5. any inside wiring; and/or
6. CPE, router or firewall configuration changes made by Customer
* VR3Cloud or Customer’s scheduled outages, network maintenance or emergency maintenance.
* Any force majeure event beyond the reasonable control of VR3Cloud.
* Any failure, issue or delay associated, in whole or in part, with Customer’s software, equipment, applications, facilities and/or internal network.
* Any event or occurrence that results in “no trouble found” by VR3Cloud.
* During emergency network conditions where dynamic rerouting is required.

**13.8. Miscellaneous.** VR3Cloud, may change, modify, revise, amend and/or restate this SLA Objective from time to time to reflect supply chain shortages or manufacturer changes or price increases. Such changes or revisions shall be deemed effective after a contract amendment has been issued and signed by both parties. If VR3Cloud’s costs increase by more than five percent (5%) due to reasons beyond its reasonable control and Customer refuses to execute an Amendment to the Agreement which passes through the increased costs, VR3Cloud may voluntarily terminate this Agreement and the ToS upon thirty (30) days’ notice.

1. **Warranties**

**14.1. Limited Warranty –** VR3Cloud warrants that any Products provided to Customer hereunder will be new and unused (unless otherwise requested by Customer in writing or disclosed by VR3Cloud), free of encumbrances, liens and title claims. VR3Cloud warrants that the Products will operate in accordance with applicable manufacturers’ specifications, subject to the exclusions and limitations set forth in the sections of this agreement entitled “Warranty Exclusions” and “Exclusive Remedies and Limitations of Liabilities”.

* 1. **Warranty Exclusions -** The warranties provided herein, including any warranties made in any exhibits or schedules attached hereto, do not cover those instances required to repair damages, malfunctions or service failures caused by:
* Customer’s or its Representatives’ failure to follow standard installation, operation or maintenance instructions or other like instructions;
* Customer’s or its Representatives’. repair, modifications of the Products, or attachment to the Products or any other change made by or for Customer to the Products;
* Customer’s or its Representatives’ negligence or willful misconduct; or
* Any delays resulting from circumstances or causes beyond VR3Cloud or it Representatives’ reasonable control, including, without limitation, abuse; misuse; any negligent act; any power failure or power surge; any internet failure; fire, lightning, flood or other casualty; pest damage; any act of God; any accident; any public health emergency, except if and to the extent that either party can remotely perform its obligations hereunder in accordance with all terms and conditions of this Agreement; any strike or labor dispute; any war or other violence; any law, order, or requirement of any governmental agency or authority; any inability to secure raw material; any inability to secure fuel; any inability to secure Products; any interruption or stoppage concerning transportation facilities; any embargo; any act or omission of carriers; or any action(s) of third parties, including, but not limited to, internet and telephony providers (collectively referred to as “Force Majeure Events”). The Parties agree that if there are any delays resulting any Force Majeure Event, that the schedule or timetable for each Party’s completion of its obligations hereunder shall be similarly extended for the length of the delay caused by the given Force Majeure Event.

**14.3 Disclaimers** - Except as expressly stated otherwise in this agreement, to the fullest extent permitted by applicable laws, VR3Cloud and its representatives make no and expressly disclaim all warranties with respect to the product and services, whether oral or written, express, implied, statutory, or otherwise including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title, as well as all warranties arising from course or performance, coarse of dealing, or usage in trade. In addition to all statements made immediately above, VR3Cloud and its representatives do not warrant: (i) that the services will be uninterrupted or error free; (ii) that the products or services will be secure and free of viruses or other harmful components

1. **Exclusive Remedies & Limitation of Liabilities**

**15.1 Exclusive Remedies** - Except for breaches of the confidentiality provisions in this Agreement, or in conjunction with a Party’s willful misconduct or fraud, Customer’s sole remedies against VR3Cloud for loss or damage caused by any Product defect or failure not caused in whole or in part by Customer or its Representatives, or arising from the performance or nonperformance of any Services provided hereunder by VR3Cloud, if any, except where any non-performance is due to a Force Majeure Event or except where any aforementioned loss or damage is caused in whole or in part by Customer’s or its Representatives’ non-performance or negligent performance under this Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise, shall be Customer’s right to receive the repair, refund or replacement on a case-by-case basis.

**15.2 Limitation of Liability-** CUSTOMER ACCEPTS THE SERVICE “AS IS,” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM A STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USEAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER HAS NO OBLIGATION TO DEFEND, INDEMNIFY OR HOLD HARMELSS THE CUSTOMER, INCLUDING WITHOUT LIMITATION AGAINST CLAIMS RELATED TO PRODUCT LIABILITY OR INFRINGMENT OF INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL VR3Cloud OR ITS VENDORS, CONTRACTORS OR AFFILIATES BE LIABLE TO CUSTOMER OR ITS REPRESENTATIVE OR ANY OF ITS AFFILIATES (REGARDLESS OF WHETHER SUCH CLAIM SOUNDS IN CONTRACT, TORT, STRICT LIABILITYWARRANTY OR ANY OTHER THEORY) FOR: (i) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF PRODUCTIVITY. VR3 DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. CUSTOMER RECOGNIZES AND AGREES THAT HOSTING DATA ONLINE INVOLVES RIKS OF UNAUTHORIZED DISCLOSURE OR EXPSOURE AND THAT, IN ACCESSING AND USING THE VR3Cloud, CUSTOMER ASSUMES SUCH RISK. VR3Cloud WILL HAVE NO RESPONSIBIITY FOR LIABIITY FOR THE ACCURACY OF DATA UPLOADED TO THE VR3 CLOUD BY CUSTOMER OR ITS USERS OR FOR CUSTOMER’S HANDLING OF PASSWORDS OR THE CONTROL OF PASSWORDS BY CUSTOMER’S USERS. VR3Cloud WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA DISCLOSED THROUGH ERRORS CAUSED BY THE ACTIONS OF THIRD PARTIES OR CUSTOMER OR CUSTOMER’S USERS.

**15.3 Force Majeure** - Neither party shall be liable in any way for delays, failure in performance, loss or damage due to any Force Majeure Event except for Customer’s duty to pay. As used herein, Force Majeure Event shall mean a delay or failure in performance caused by epidemics, acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, strikes or labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing Party’s reasonable control.

**15.4 Toll Fraud -** VR3Cloud shall not be liable in any way to Customer or any third party for any unauthorized usage of paid long-distance communications services (“Toll Fraud”) by Customer or any third party or for other fraud related to the Services or Products provided.

**15.5 Maximum Liability** – The total amount of direct damages recoverable from a party under this agreement is limited to the total amount paid or to be paid by Customer under this agreement.

1. **Indemnification & Intellectual Property**

**16.1 Indemnification** Customer understands that VR3Cloud is a reseller of goods and services and as such cannot and will not defend or indemnify Customer for a third party’s acts or omissions or such third party breaches of warranty. Subject to the foregoing and to the limitations set forth in Section 15, both Parties agree to defend and indemnify the other Party for third party claims directly and solely related to the other Party’s intentional or negligent conduct (collectively “Claim.”). The Indemnified Party agrees to immediately notify the Indemnifying Party in writing of any Claim in writing. The Indemnifying Party shall have the right to select counsel and control the litigation and settlement of the case except that the Indemnifying Party shall not enter into a settlement which admits liability or compels the Indemnified Party to perform any act or refrain from taking any act in the future absent the written approval of the Indemnified Party. If requested, the Indemnified Party shall cooperate with the Indemnifying Party in the defense of the Claim at the sole expense of the Indemnifying Party.

1. **Termination**

**17.1. Without Cause**. Subject to the obligations set forth above and without prejudice to VR3Cloud rights and remedies, Customer may terminate this Agreement without cause upon 30 day prior written notice to VR3Cloud. Notice of termination does not negate, suspend, terminate, modify, reduce or alter Customer’s obligations that were issued and accepted or processed prior to the termination.

**17.2. For Cause**. Without prejudice to other rights or remedies, either Party may terminate this Agreement immediately if the other Party breaches any of the material terms or conditions of this Agreement, other than with respect to a payment obligation and such breach remains unremedied for 30 days after receipt of the written notice of such breach. Further, either Party may terminate this Agreement effective upon notice, if the other Party: (i) materially breaches a payment obligation under the Agreement and fails to remedy such breach within 60 days after receiving notice of the breach from the other Party, (i) becomes insolvent; (ii) enters bankruptcy, reorganization, or other similar proceedings under applicable laws, whether voluntary or involuntary; (iii) admits in writing its inability to pay debts; or (iv) makes or attempts to make an assignment for the benefit of creditors.

**17.3. Effect**. Termination of this Agreement shall not affect outstanding POs or Order Forms placed by the Parties prior to the effective date of such termination, provided such termination is not due to default for non-payment. Undisputed payment obligations under any PO or Order Form issued and accepted or processed prior to the termination shall survive any termination of this Agreement.

1. **Non-Solicitation**

**18.1.** Neither Party will directly or indirectly solicit for employment any employee of the other party during the term of this Agreement and for a period of one year thereafter without the written consent of the other Party. This prohibition will not apply if an employee answers a Party’s notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment on his or her own initiative without any direct or indirect solicitation by such Party or its Affiliates.

1. **Jurisdiction, Venue and Dispute Resolution**

**19.1.**

It shall be the responsibility of VR3Cloud to be familiar and comply with any and

all federal, state, and local laws, ordinances, rules and regulations relevant to the services to

be performed directly by VR3Cloud under this Contract.

1. **General**

**20.1. Assignment.** Customer may, upon written notice to VR3Cloud and at no additional charge to Customer, assign any and all of its rights and obligations under this Agreement to any Affiliate of, or successor to, Customer so long as such affiliate or successor of Customer agrees in writing to be bound by the terms and conditions of this Agreement and such assignment does not materially increase the cost or risk to VR3Cloud.

**20.2. Retention of Records.** VR3Cloud shall maintain at no additional cost to Customer, in a reasonably accessible location, all call records and all invoices sent and payments made under this Agreement throughout the Term and for one year thereafter, or if longer, the minimum amount of time required by law.

**20.3. Waiver.** Any failure by any of the Parties to comply with any of the obligations, agreements or conditions set forth in this Agreement may be waived by the other Party, but any such waiver must be in writing signed by the waiving Party and will not be deemed a waiver of any other obligations, agreements or conditions contained herein.

**20.4. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by the law. Furthermore, to the extent permitted by applicable law and to the extent it is practical to do so, the invalid, void, or unenforceable provision(s) or language shall be deemed automatically modified so that such provision(s) or language is valid and enforceable.

**20.5. Amendments and/or Modifications.** No amendments or modifications of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically captioned as an Amendment. This Agreement may not be amended, modified, supplemented or extended by any terms set forth in an Order Form. Where the terms of an Order Form conflict with the terms of this Agreement, the Agreement shall control, and the contrary or inconsistent terms set forth in an Order Form shall have no force or effect.

**20.6. Counterparts.** This Agreement and any applicable SOW may be executed by the Parties in one or more counterparts, including counterparts transmitted by facsimile and scanned images transmitted by email, and each of which shall be an original but all of such counterparts will constitute the same instrument.

**20.8. Notices.** All legal communications, notices and demands of any kind which either Party may be required or may desire to give or serve upon the other Party shall be made in writing and delivered by personal service to the other Party or sent by United States first class certified mail, postage prepaid, return receipt requested or by nationally known overnight courier service (e.g. Federal Express) with signature required for delivery.

**20.9. Publicity.** All media and press releases, public announcements and public disclosures made by either Party or their representatives relating to an Agreement covered by the ToS or utilizing the name or logo of Customer or VR3Cloud, including without limitation, promotional or marketing material (but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party), shall be reasonably coordinated with and approved by the other Party in writing prior to the release thereof.

**20.10. Binding Agreement.** Any Agreement covered by the ToS will be binding upon, and inure to the benefit of, Customer and VR3Cloud and their respective successors and assigns.

**20.11. Entire Agreement.** This Agreement (which includes any and all exhibits, schedules, and amendments, if any, hereto, all of which are hereby incorporated herein and made a part hereof) supersedes any and all agreements, either oral or in writing, between the Parties and contains all of the covenants and agreements between the Parties with respect to the subject matter hereof. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Except as expressly stated in the “Severability” provision below, this Agreement may be amended only in writing upon mutual consent by duly authorized representatives of the Parties.

1. **Definitions**

**21.1.** All capitalized terms used in these TOS shall be defined in accordance with the following definitions or as otherwise defined herein.

**21.2.** “**Emergency Enabled Softphone**” means a Softphone for which the VR3Cloud Emergency Services are supported.

**21.3.** “**Account**” means the numbered account established with VR3Cloud that contains any of the following information: Customer’s true, accurate, current, and complete personal name or business name, administrator name, billing address, shipping address, the address where the VR3Cloud VR3Cloud’s will primarily be used, the records of Customer Digital Lines, subscriptions, and any VR3Cloud’s that Customer has purchased from VR3Cloud.  Multiple services, Digital Lines, or End Users may be included in a single account.

**21.4.** “**Account Data**” means Registration Information, and the VR3Cloud UCaaS-generated logs of calling activity stored within that Account.

**21.5.** “**Account Security Incident**” means any actual or suspected unauthorized activity, erroneous billing, or breach or compromise of any Password Information or the security or privacy of Customer’s VR³Cloud Account or any VR3Cloud’s Account Data.

**21.6.** “**Admin Portal**” or “**Customer Portal**” means the website through which the Customer enters Registration Information, may purchase and register additional IP Desk Phones or Softphones devices, purchase additional products or services, or make modifications to or control Customer’s VR³Cloud Account in any other way.

**21.7.** “**Customer Communications**” means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through VR3Cloud.

**21.8.** “**Digital Line**” means a digital voice line allowing the placement of external outbound calls and receipt of external direct inbound calls.

**21.9.** “**Embargoed Area**” means a country or region that is subject to a Canadian, United States, United Nations, or European Union embargo or economic sanctions, including without limitations destinations designated by Foreign Affairs, Trade and Development Canada, the United States Government in Country Group E or Part 746 of the Export Administration Regulations (15 CFR Part 730-774), or otherwise subject to territorial sanctions under regulations administered by the Foreign Affairs, Trade and Development Canada, the United States Department of the Treasury, Office of Foreign Assets Control, or other governmental authorities with jurisdiction.

**21.10.** “**End Point**” means a point through which any End User might access and/or use VR³Cloud, including, without limitation, all IP Desk Phones and all Softphones, instances of the VR³Cloud Mobile or Desktop Applications, and all devices or VoIP infrastructure on which any Softphone or such instance is installed or through which the VR³Cloud Services may be accessed or used.

**21.11.** “**End User**” means the user of a virtual extension or individual digital line set up within an Account or an individual assigned thereto by Customer or by VR3Cloud at Customer direction or request.

**21.12.** “**Export Control List**” means any list maintained by the government of Canada, the United States or any other country of entities or individuals that are subject to export controls or economic sanctions, including without limitation the Foreign Affairs, Trade and Development Canada Export Control List, the United States Commerce Department’s Denied Parties List, Entity List, or Unverified List; the United States Department of the Treasury’s or the United States Office of Foreign Assets Control's Specially Designated National List; Sectoral Sanctions List; Foreign Sanctions Evaders List; and similar lists of entities, organizations, or individuals subject to export control restrictions or economic sanctions that are maintained by other agencies of the Canadian Government, the United States Government, the United Nations, the European Union, or any other governmental authority with jurisdiction.

**21.13.** “**Intellectual Property**” means patents, rights to apply for patents, trademarks, Trade Secrets, trade names, service marks, logos, domain names, copyrights (including, but not necessarily limited to, any such rights in typographical arrangements, websites or software, or original works of authorship) and all applications and registration of such worldwide; schematics; industrial models; inventions; know-how; computer software programs; computer, tablet, mobile phone or other electronic equipment-usable applications (commonly known as apps); and any other intangible proprietary information.

**21.14. “Intellectual Property Rights”** means, but is not limited to, rights in and to patents, patent disclosures, patent applications (including utility models, continuations, continuations-in-part, divisions, re-issues, re-examined patents and patent applications, and extensions thereof); patentable inventions; rights in design; and/or copyrights (including, but not necessarily limited to, any such rights in typographical arrangements, websites or software, or original works of authorship), whether registered or not and any applications to register or rights to apply for registration of any of the foregoing; and/or trademarks, business or domain names, trade names, e-mail addresses, mask-works, Trade Secrets, rights in inventions, know-how, moral rights, and/or other Confidential Information; and/or rights in databases; rights in computer software programs and/or rights in computer, tablet, mobile phone or other electronic equipment-usable applications (commonly known as apps); and/or all other intellectual property rights of a similar or corresponding character that subsist now or in the future in any part of the world, whether arising by operation of law, contract, license or otherwise.

**21.15.** “**IP Desk Phone**” means a telephony hardware device that uses VoIP to place and transmit telephone calls over an IP network.

**21.16.** “**IP Rights**” means any and all patents, copyrights, trademarks, service marks, trade secrets, and other Intellectual Property rights in the VR³Cloud Services or in any technology used in the provision thereof.

**21.17.** “**Law**” means any federal, national, municipal, local, state, or international law, statute, regulation, code, ordinance, or restriction; treaty or convention; or court or administrative ruling.

**21.18.** “**Legal Process**” means any court or administrative order, subpoena, civil investigation demand, warrant, or other official request, order, or process.

**21.19.** “**UCaaS”** means the voice, online meeting, video conferencing, and related services, applications, and product integrations, together referred to as VR3Cloud’s**.**

**21.20. “VR³Cloud Plan**” means the subscription Customer are purchasing for VR³Cloud Services.

**21.21. “Password Information**” means any and all passwords, PINs, IVR PIN codes, security questions or answers, and other access-related credentials related to Customer’s VR³Cloud Services or an Account.

**21.22.** “**VR³Cloud Services**” means the services purchased under these TOS or any contract between Customer and VR³UCaaS, including, but not limited to, UCaaS, Contact Center Services,VR³Cloud Fax services or VR³Cloud Pro services, and any software or hardware used in conjunction with those services.

**21.23.** “**Registered Address**” means the address of the physical location where Customer will use VR³Cloud, including each IP Desk Phone and each Emergency Enabled Softphone.

**21.24.** “**Registration Information**” means any information Customer or Customer End Users may be required to provide in order to begin using or to update the VR³Cloud Services, activate features, or add or modify an individual line or extension (e.g., activating an Account or End User or provisioning a device).

**21.25.** “**VR³Cloud Mark**” means a United States and foreign trademark, service mark, copyright, or logo of VR³Cloud.

**21.26.** “**VR³Cloud Mobile Application**” the VR3Cloud’s application for mobile devices.

**21.27.** “**Service Communications**” means any communications related in whole or in part to the administration, support, use, Usage, development, or improvement of its services (including without limitation communications related to billing, payment, Usage, purchases and other transactions, Customer Communications, upgrades, updates, installations, new products, security issues, support cases, and/or customer satisfaction.

**21.28.** “**Softphone**” means an instance of the VR³Cloud Softphone desktop software application used to access the VR³Cloud Services.

**21.29.** “**Taxes**” means all federal, state, local, and municipal sales, international excise, value-added, transactional, regulatory, and other taxes and assessments and other governmental fees, surcharges, levies or amounts (including without limitation charges related to the recovery of amounts contributed to any contribution, universal service or other governmental fund or entity, whether or not such recovery is mandated by any Law).

**21.30.**“**Third Party Mark**” means a United States and foreign trademark, service mark, copyright, or logo of a third party.

**21.31. Toll-Free Minute”** means minutes of usage incurred on toll-free numbers assigned to an Account.

**21.32.** “**Usage**” means Toll-Free usage, Local usage, Long-Distance usage, International Usage, and any other usage of an Account that could result in charges for calling, messaging, or other activity.

**21.33.** “**Voice/Text Feature**” means any functionality or feature of the VR³Cloud Services that converts voice content to text content or vice versa.

**21.34. “Device”** means hardware supplied in connection with the VR3Cloud.

**21.35. “VR3Cloud High Risk Services”** means services designed specifically where failure, interruption, malfunction, error, or unavailability could result in substantial liability or damages, physical harm or personal injury, death or dismemberment, or property or environmental damage.

**21.36.** “**VR3Cloud Analog Replacement Services” means VR3Cloud High Risk Services** in support of elevator phones, fire alarms, security devices/phones and other defined applications as listed in Customer Statement of Work.