

Unified Communications as a Service Terms and Conditions Schedule

In addition to the Service Agreement between WIN and Customer, including any document incorporated by reference (collectively the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions also apply to Unified Communications as a Service ("UCaaS") services and Maintenance services ("Maintenance") (for convenience, these services will be referred to herein collectively as the "Services") provided to Customer by WIN. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. In the event of a conflict between the terms of the Agreement and this Schedule, this Schedule shall control with respect to the Services described herein only. The parties agree as follows:

1. SERVICES; BILLING AND PAYMENT.

Customer will be billed in accordance with any statements of work (SOW(s)) and/or the Agreement, and is responsible for paying for all charges that apply to the Services ordered on the SOW(s) and/or the Agreement or used on a per-use basis by Customer, including items such as features, installation, labor or other items specified on the SOW(s) and/or the Agreement. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Schedule or SOW(s) and/or the Agreement. WIN will bill Customer monthly for the Services, commencing at such time as Customer has accepted the Services as being satisfactory and in compliance with all specifications and operational at a site level (the "Acceptance Date"). All bills are due and payable upon receipt. Charges for Services provided under this Schedule will be contained in the invoice(s) issued by WIN, will be listed separately from other charges, and will be identified as being assessed by a WIN affiliate authorized to provide the Services.

Unless an addendum provides otherwise, twenty-five percent (25%) of all non-recurring charges, if applicable, shall be paid by Customer on the Effective Date. The remaining seventy-five percent (75%) of the non-recurring charges shall be invoiced upon completion of the first location or phase of the project and paid within thirty (30) days of the invoice date.

WIN agrees to provide Customer with the Services as described more fully in the SOW and Equipment Listing, which are each attached hereto and are hereby incorporated by reference.

Services will be billed based upon the counting methodology for the various features / licenses used as shown in the below tables:

Subscriptions that are tracked/billed based on count of contracted users:

UCaaS Subscriptions	Tracking Methodology
Basic User	Contracted User
Core User	Contracted User
Power User	Contracted User
Attendant	Contracted User
CTI	Contracted User

CCaaS Subscriptions	Tracking Methodology/Unit of Measure
Voice Agent	Contracted User
Omnichannel Agent	Contracted User
Workforce Management User	Contracted User
Workforce Optimization User	Contracted User

Each level of Employee Experience Subscription licenses includes Avaya Spaces content. Basic includes the Essential tier of Spaces, Core includes the Business level of Spaces, and Power includes the Power level of Spaces. As an added benefit Spaces Calling is now available in both the Business and Power level of Spaces.

2. MONTHLY SUBSCRIPTION MOVES, ADDITIONS AND DELETIONS.

WIN hereby grants Customer the irrevocable, royalty-free, non-exclusive license to utilize the Services. Subject to applicable fees, with regard to UCaaS Services, Customer may move, reallocate or re-assign any licenses from one of its locations to another of its locations specified herein. Any decreases to license bundle quantities at any time during the course of the Term will incur a 50% early termination fee applied to the remaining MRCs of the decreased license quantity. Customer may add user licenses for the Services to which it has subscribed at any time during the course of the Term, at the same per unit prices set forth in this Schedule. At any time during the course of the Term Customer may also add new user license types not originally subscribed to in the Agreement. Refer to Section 3 for more information, and contact your Account Manager for options and applicable rates if your license needs exceed the agreed upon Bursting allowance. For all Services, any changes that require WIN to provide on-site assistance are subject to labor charges as

specified in Section 16 of this Schedule.

a. Customer Administration. WIN is providing Customers system level access to their UCaaS instance, above and beyond standard user configurations. It is possible that Customer-initiated changes could adversely impact the operations and performance of their UCaaS solution. Should such a situation arise, the Customer would engage WIN at the corresponding labor rates listed in Section 16 to resolve the issue. The scheduling of the labor would follow WIN's standard service ticket prioritization process.

b. Hardware Restocking Fee. In the event hardware (e.g. phones, gateways, switches, etc.) is ordered in support of the move, addition, or change, Customer acknowledges that they are responsible for the cost of that hardware. In addition, if a change is made after the hardware was already ordered, the customer may be responsible for a restocking fee equal to 50% of the total cost of the device.

3. **BURSTING** Customer may increase the quantity of users and/or agents to an agreed upon percentage above the contracted quantity at no extra charge, for the duration of the Term. Some Application Services are exempt from this Bursting capability.

4. **TERM AND AUTOMATIC RENEWAL**. This Schedule is effective on the date identified on the Agreement ("Effective Date") and will continue for the term set forth in the Agreement from the Acceptance Date until either terminated pursuant to the provisions below or replaced with a new Schedule (the "Term"). Upon expiration of the Term, this Schedule shall automatically renew for successive terms of equal length to the original Term (each, a "Renewal Term") at then-current pricing unless: (a) notice to cancel Services is provided by Customer at least thirty (30) days prior to the end of the then current term, (b) the Services are no longer supported by the manufacturer per the manufacturer's published product lifecycle, or (c) WIN substantially changes or discontinues the Services purchased by Customer. WIN will provide notice at least thirty (30) days prior to the end of the then current term in the event of any termination by WIN pursuant to (b) or (c) above. If this Schedule will cover multiple locations that will be installed at different times, the Customer is obligated under this Schedule for the full Term at each location.

5. **TERMINATION**. Either party may terminate this Schedule if the other party is in breach of any material provision of this Schedule and/or the Agreement, and such breaching party fails to cure within thirty (30) days after written notice. Such right of termination includes WIN's right to terminate for Customer's failure to pay amounts due as described in Section 1 above.

In the event Customer terminates any portion of the network services under the Agreement, Customer shall remain obligated to fulfill the remainder of this Schedule. Further, Customer shall remain obligated to fulfill the remainder of the applicable Agreement notwithstanding the early termination of this Schedule.

6. **EARLY TERMINATION CHARGES.**

A. **PRE-INSTALLATION**: IF CUSTOMER TERMINATES THIS SCHEDULE AFTER THE EFFECTIVE DATE AND AFTER WIN HAS ORDERED EQUIPMENT (BUT PRIOR TO THE INSTALLATION OF SUCH EQUIPMENT), CUSTOMER WILL PAY WIN A PRE-INSTALLATION CANCELLATION CHARGE (CANCELLATION CHARGE) EQUAL TO FIFTEEN PERCENT (15%) OF THE EQUIPMENT COST SET FORTH IN THE SCHEDULE AND WIN SHALL ALSO BE ENTITLED TO KEEP ANY AMOUNT PAID BY CUSTOMER PURSUANT TO SECTION 1 ABOVE.

B. **POST-INSTALLATION**: IF CUSTOMER TERMINATES THIS SCHEDULE DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO WIN AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MONTHLY RECURRING CHARGES "MRCS" MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN- CURRENT TERM OR RENEWAL TERM ("TERMINATION FEE"). THE CANCELLATION CHARGE AND TERMINATION FEE SHALL NOT BE PENALTIES AND SHALL INSTEAD BE DEEMED AN ADEQUATE MEASURE OF LIQUIDATED DAMAGES INCURRED BY WIN DUE TO EARLY TERMINATION BY THE CUSTOMER. THERE SHALL BE NO CANCELLATION CHARGES, TERMINATION FEES OR OTHER CHARGES OR LIABILITIES IN THE EVENT THAT CUSTOMER TERMINATES FOR CAUSE.

7. **TITLE**. WIN retains rights, title and interest in and to the Equipment rented to Customer pursuant to this Schedule.

8. **CUSTOMER RESPONSIBILITIES**

a. Conditions of Premises. Customer warrants that the premises and conditions to be encountered by WIN at the premises and in areas where work is to be performed shall: (i) be in compliance with all applicable laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose WIN representatives to hazardous materials or substances. Customer agrees, at its sole expense, to maintain a suitable environment in which the Equipment can operate, including but not limited to, the necessary space to accommodate the Equipment and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.

b. Implementation Readiness. Customer will promptly review the SOW provided by WIN and prepare for the Services implementation. If implementation of the Services is not feasible, or Customer's cost to upgrade its network to a level required for the Services implementation are not acceptable to the Customer, Customer will promptly notify WIN before implementation commences. If Customer requests additional design and/or engineering of the Services, Parties shall agree to a SOW for such additional design and/or engineering.

*** IMPORTANT IMPLEMENTATION INFORMATION:**

Implementation includes Installation, Programming, Configuration, Project Management, Training and Travel Expenses. Further details will be provided in the Scope of Work (SOW) document.

If AMORTIZED Option is Selected:

If, for any reason, changes are made to the Term of the UCaaS Services, the total amount of the outstanding Implementation MRCs are due in a single lump sum payment, unless otherwise negotiated between parties.

If UP-FRONT/NON-RECURRING Option is Selected:

Unless an addendum provides otherwise, twenty-five percent (25%) of the Non-Recurring Implementation Charges shall be paid within thirty (30) days of the Schedule Effective Date. The remaining seventy-five percent (75%) shall be invoiced upon completion of the first location or phase of the project and is due within thirty (30) days of the invoice date.

c. End Users. Customer agrees that the following number of end users will be enabled for UCaaS and/or vPBX Services by the date intervals in the chart below:

Number of end users in the aggregate	Percentage of aggregate end users to be installed within 120 days after 1st location is enabled	Percentage of aggregate end users to be installed within 240 days after 1st location is enabled
1,000 or less	45%	90%
1,001 - 5,000	45%	90%
5,001 - 10,000	40%	75%
10,000+	35%	70%

9. DELIVERY. WIN shall use commercially reasonable efforts to begin Equipment delivery prior to the scheduled installation date. If WIN is unable to complete delivery and installation within sixty (60) days of WIN's circuits being installed and tested clean at each location, and solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THE SERVICES PROVIDED UNDER THIS SCHEDULE WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND WIN SHALL ACCEPT THE RETURN FROM CUSTOMER OF ALL RENTED EQUIPMENT.

If Customer is unable or unwilling to schedule or accept delivery or installation on the date WIN tenders delivery or installation, WIN shall have the right to initiate billing for the amounts due hereunder as of the date delivery was tendered.

9. INSTALLATION AND CONFIGURATION. If applicable, WIN will provide installation and configuration services as described in the service order(s) to the Agreement.

10. LIMITED WARRANTY.

A. EQUIPMENT. All assignable manufacturers' warranties applicable to Equipment will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment. Any extended warranty available from the manufacturer of such Equipment may be made available to the Customer.

B. MAINTENANCE. All Maintenance performed by WIN is described in the applicable SOW and is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such Maintenance is provided. Remedy for any Defects is limited to re-performance. WIN shall be relieved of all obligations and liability if Customer fails to provide notice of the Defect to WIN within thirty (30) days after the Defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Maintenance may be brought by the Customer more than one (1) year after the cause of action or same accrues.

C. NO OTHER WARRANTIES. THE WARRANTIES SET FORTH ABOVE, INCLUDING ANY TIME PERIOD BY WHICH THE WARRANTIES ARE EXTENDED BY AN EXTENDED WARRANTY PLAN, ARE EXCLUSIVE OF, IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, GUARANTEES, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF ALL SUMS DUE TO WIN PURSUANT TO THE SCHEDULE AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF WIN AND CUSTOMER.

11. USE OF EQUIPMENT. Customer agrees that this Schedule shall not grant Customer any property rights in any of the Equipment. Customer shall use the Equipment solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. WIN shall be entitled to inspect the Equipment at reasonable times. WIN may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of WIN, Customer shall not assign, lend, pledge, transfer, or sublease the Equipment, permit to exist any security interest, lien or encumbrance with respect to any of the Equipment; or cause or permit any of the Equipment to be moved from the location specified in the SOW. Customer shall bear the risk of any loss, theft, damage or destruction to the Equipment during the Term. Customer shall obtain and maintain at its own expense insurance against the loss of, or damage to, the Equipment, including, without limitation, loss by fire or other casualty. A certificate of insurance shall be provided to WIN upon request. Customer acknowledges that WIN may lease the Equipment from or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request. Customer hereby irrevocably authorizes WIN and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain WIN's and/or Lessor's interest in the Products.

12. END USER LICENSE AGREEMENT. If Customer's Services include third party software, Customer agrees to comply with the terms of any applicable end user license agreement posted at such third party's website prior to using the relevant Services.

13. UNAUTHORIZED USE OF SERVICES. Except as provided herein, Customer, and not WIN, shall bear the risk of loss arising from any unauthorized or fraudulent usage of the Services provided by WIN to Customer. WIN reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified WIN of the problem in writing; (ii) the problem was within WIN's reasonable ability to correct or prevent, and (iii) WIN negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

14. MAINTENANCE SERVICES. WIN may provide routine diagnostic and maintenance services on the Equipment, as follows:

A. MAINTENANCE TERMS - COMPLETE:

- a. Equipment shall be defined as On-Site WIN managed and provided telephones, telephone phone parts, gateways, and Audiocodes gateways only.
- b. WIN shall inspect the Equipment on an annual basis and provide such maintenance as it determines necessary to keep the Equipment operating in good working order, ordinary wear and tear expected. Maintenance shall include the labor required to maintain, repair or replace parts which have become defective through normal wear and usage. Unless otherwise noted herein or in any document incorporated by reference, Maintenance does not cover the cost to replace Terminals.
- c. Maintenance Service includes upgrading software versions, as necessary during the life of the contract term.
- d. Customer shall be required to provide VPN access at the location where the Equipment is housed to enable WIN to provide remote support.
- e. Maintenance Services may be provided by a WIN affiliate or subcontractor selected by WIN at its sole discretion.
- f. WIN shall provide support for Customer's Equipment both remotely and on-site, 24 hours a day, 7 days a week, including Holidays.

B. REMOTE MONITORING:

- a. Equipment covered by this Schedule will be monitored 24x7, 365 days a year by a WIN representative. WIN will respond to issues identified from remote monitoring within two (2) hours after receiving the notification. WIN will provide commercially reasonable efforts to resolve the Equipment malfunction remotely and will dispatch a WIN representative on-site to resolve the malfunction, if required. Should said dispatch result in time and material charges to Customer, WIN will notify Customer prior to dispatch to request approval.
- b. Should Customer request WIN to perform changes to the Equipment, WIN reserves the right to fulfill the request remotely when possible. Should WIN perform the task remotely, Customer will be billed for the time and material unless the request is determined to be the result of Equipment failure. All on-site requests for technical assistance with programming or technical changes will also be handled on a time and materials basis and will be billable.
- c. WIN shall not be liable for inability to provide remote monitoring should Customer not provide WIN access to Equipment, including, but not limited to, (i) Customer's failure to provide valid password(s), (ii) Customer not maintaining network access to Equipment, or (iii) Customer not maintaining additional parts/equipment required to access its network.

C. SYSTEM FAILURE AND RESPONSE TIMES:

- a. WIN provides guaranteed response times to Customer for major and minor malfunctions. WIN shall use commercially reasonable efforts to respond to major malfunctions originating in the Equipment within four (4) hours after receiving notice of such malfunction from Customer or of becoming aware of such malfunction. For minor malfunctions, WIN shall use its commercially reasonable efforts to respond to malfunctions originating in the Equipment within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 a.m. to 5 p.m. of Customer's applicable local time zone and excludes holidays observed by WIN ("Holidays").
- b. Malfunction levels are defined as below:
 - i. Major - System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks, failure of the attendant console, and/or voicemail.
 - ii. Minor - All other failures not defined as a Major failure.
- c. Guaranteed response times commence at the time that Customer reports a problem to WIN.
- d. Response times referenced in this Section 14.C. apply specifically to malfunctions of the Equipment. Any malfunctions deemed to be caused by network connectivity to the Equipment, where such connectivity is provided by another service provider are outside of the scope of this Schedule.

D. PARTS.

- a. WIN shall furnish all parts as outlined in the documents incorporated by reference. Repair and/or replacement parts will be offered to Customer in new or like new condition and will be the functional equivalent of the new or defective part being replaced.

- b. WIN shall not be obligated to replace Equipment damaged by :
 - i. Fire, explosion, power irregularities, power surges or acts of God (including, but not limited to, earthquakes, rain, floods or lightning);
 - ii. Customer's failure to follow applicable operations, maintenance or environmental requirements described in any of the manufacturer's manuals or product bulletins;
 - iii. Mishandling, abuse, misuses or damage to the Equipment by Customer or any other party not authorized by WIN.

E. If persons other than those employed or contracted by WIN shall repair, modify or perform any maintenance service on any Equipment, or if Customer fails to maintain the Equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further Maintenance by WIN are required to restore the Equipment to good operating condition or the Equipment needs to be replaced, such further Maintenance or replacement Equipment charges shall be billed to Customer at WIN's time and materials rates in 17 (c) below. Customer must notify WIN in the event that Customer re-locates the Equipment to any Service location other than the Service location where the Equipment was initially installed. WIN has the right to terminate the Agreement and this Schedule for cause if Customer relocates any Equipment to another location or facility that is not a Service location under the SOW and which is outside of the WIN serving area. Notwithstanding the foregoing, at Customer's request WIN will use commercially reasonable efforts to provide services to Customer at such other location or facility.

15. RETURN POLICY.

A. DURING CONTRACT TERM. When Customer is required to return any Equipment to WIN for warranty service, Customer agrees to obtain WIN's concurrence prior to returning any Equipment for repair or replacement and must reference any return material authorization number ("RMA") issued by WIN on documentation accompanying such returned Equipment. Customer further agrees to ship such Equipment prepaid and suitably packaged to a location designated by WIN. WIN will return to the Customer any repaired or replaced Equipment at WIN's expense. WIN is responsible for loss of, or damage to, the Equipment while it is a) in WIN's possession or b) in transit back to Customer. The replacement Equipment may not be new but will be in working order and equivalent to the Equipment exchanged as determined in good faith by WIN. Customer agrees to ensure that any returned Equipment is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Equipment are genuine and unaltered.

B. AT END OF TERM. Customer shall be solely responsible for the return of Equipment to WIN, upon expiration or termination of the Agreement or this Schedule, in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by WIN. Customer shall remain obligated to fulfill the remainder of the applicable Agreement notwithstanding the early termination of this Schedule.

16. WIN SERVICES. - Moves, Adds Changes & Project Based Work

A. Should Customer require WIN to perform MACD (Moves, Adds and Changes) not covered under the standard system maintenance, WIN will apply the below Time and Materials Charges to perform that work. WIN will advise Customer of any charges prior to commencing and completing that work with a Time and Material Cost Estimate. Customer can provide WIN a list of authorized personnel who can request and authorize that work. Customer also acknowledges that Time and Material Costs quotes issued by WIN are Estimates - WIN will invoice and Customer agrees to pay WIN for all actual Time and Materials incurred to perform the request work. (Examples of MACDs include Provide guidance relative to technical consulting, implementation of new features, phone system or voice mail administration, call center vectoring, agent and user configuration changes, button programming, addition or deletion of features/users, and simple administration of applications of enterprise products)

B. From time to time, Customer may request WIN to perform work that is "project based" - under this scenario WIN will provide Customer with a Scope of Work and price to complete. Examples of Project Based work include, but are not limited to, implementing a new location.

C. WIN's ability to install the Equipment and/or complete any MACD ordered by Customer may depend upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.

D. Upon completion of any MACD performed by WIN, Customer has until 5pm of Customer's applicable local time zone on the second (2nd) Business Day thereafter in order to re-open the same MACD request and not incur additional charges.

E. Services Rates and Minimum Increments. For any remote or dispatch MACD performed by WIN during Normal Business Hours, Customer acknowledges and agrees to pay WIN at the following rates and increments. For any MACD Service performed outside Normal Business Hours, Customer agrees to pay WIN 1.5 times the current WIN hourly rate listed above.

F. Items that are included as part of the UCaaS and/or vPBX support that would not be billed as a separate Time and Material Charge include Software updates associated with WIN's UCaaS and/or vPBX infrastructure, Bug Fixes, Patches, Service Packs - any regular updates from the manufacturer in support of existing SW to fix known problems, "In Release" software updates - AKA "dot releases" or "minor releases" (going from 5.1 to 5.2 of SW is covered), Major software updates are included as well, 3 year term agreements include 1 major upgrade and Security Updates

Type	Hourly Rate	Minimum	Increment
Voice Technician - Remote	\$110.00	1 Hour	15 Minutes
Voice Technician - Dispatch	\$110.00	1 Hour	30 Minutes
Data Engineer - Remote	\$150.00	1 Hour	15 Minutes
Data Engineer - Dispatch	\$150.00	1 Hour	30 Minutes

Regular Hour Rate: 8a - 5p, Monday-Friday, Local Customer Time

Overtime Rate: Regular rate x 1.5 | 5:01p - 7:59a, Monday-Friday and Weekends

Holiday Rate: Regular rate x 2

All work billed in 30 minute increments after initial minimum is met.

17. INSIDE CABLING. Customer acknowledges and agrees that WIN shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If WIN is required to perform work on Customer's existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay WIN on a commercially reasonable time and material basis based on the rates listed above after notifying Customer and obtaining Customer's permission.

18. NETWORK ASSESSMENT. WIN recommends that Customer obtain a Network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that WIN is expressly not liable for any voice quality issues if Customer failed to have performed a Network assessment from a qualified provider.

19. REMOTE USERS SUPPORT. Customer agrees that WIN will support all off net, home or "road warrior" VoIP access to voice customer premise equipment on a time and materials basis based on the rates listed above due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. WIN simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.

20. CUSTOMER PROVIDED DEVICES. Customer agrees that it shall not add any equipment or devices to its WIN provided systems, other than the Equipment provided hereunder, without the prior written consent of WIN, which consent may be withheld in the reasonable discretion of WIN. WIN shall have no obligation to support such devices or any system design not installed and implemented by WIN. WIN reserves the right to determine what, if any, programming access Customer shall be provided to the phone system.

21. THIRD-PARTY APPLICATIONS. Customer agrees that it shall not add to or integrate into its WIN-provided systems any 3rd party applications without the prior written consent of WIN, which consent may be withheld in its reasonable discretion. WIN shall have no obligation to support such applications or any system design not installed and implemented by WIN. Additionally, Customer acknowledges that support of any agreed upon 3rd party applications may require Customer to maintain a separate support plan with such 3rd party vendor. Customer agrees that WIN shall not be liable for inability to provide Services in those instances where escalation to a 3rd party vendor is required to address an issue, and Customer failed to maintain a support plan with the applicable 3rd party vendor.