

SPECTRUM BUSINESS NUWAVE TERMS OF SERVICE

The NUWAVE iPilot Platform Terms of Service contain prices and descriptions for the NUWAVE iPilot Platform Services ("NUWAVE Service(s)" or "Service(s)") offered by Charter Communications Operating, LLC ("Charter" or "Spectrum") to Spectrum Business Customers ("Customer(s)") and their end users ("End User(s)"). The terms and conditions in the NUWAVE iPilot Platform Terms of Service are incorporated into and are part of the Spectrum Business Agreement for Enterprise Services posted at <https://www.spectrum.com/policies/terms-of-service> or www.spectrum.com, under "Terms of Service/Policies."

1. SERVICES. Spectrum can provide End Users a license to utilize NUWAVE's its iPILOT™ cloud platform as a service ("CPaaS") to support the entire lifecycle for business Cloud-based unified communications platform including migration, deployment, capacity management, support, analytics, and integration automation while solving for carrier hosted SBCs, on-premise SIP trunks, or bring your own SBCs, carriers, and operators ("iPilot Platform Service").

2. NUWAVE END USER LICENSE TERMS. NUWAVE COMMUNICATIONS, INC. ("NUWAVE" OR "LICENSOR") IS THE PROVIDER OF THE NUWAVE SERVICES. THIS END USER LICENSE AGREEMENT ("AGREEMENT") GOVERNS THE USE OF THE NUWAVE SERVICES, AND ANY HARDWARE, PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE LICENSED THROUGH NUWAVE. READ THIS AGREEMENT CAREFULLY, IN ITS ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE. BY INSTALLING, DOWNLOADING OR USING THE SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE DOING SO (HEREINAFTER REFERRED TO INTERCHANGEABLY AS "CUSTOMER" OR "YOU"), AGREE TO THIS AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND NUWAVE COMMUNICATIONS, INC. IF YOU ARE ACCEPTING THESE SOFTWARE LICENSE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE SOFTWARE OR THE SERVICES.

3. DEFINITIONS.

- (a) "Account" means the combination of all account(s) (including, but not limited to, Customer's End User and Administrator accounts) through which Spectrum provides Services to Customer and its Affiliates, if applicable.
- (b) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (c) "Anti-Bribery Laws" means all applicable anti-bribery laws (including such anti-bribery laws that may apply extra-territorially) and which include without limitation, (i) the U.S. Foreign Corrupt Practices Act; and (ii) any commercial bribery laws of the United States, all as may be amended from time to time.
- (d) "Applicable Law" means, in respect of each Party and/or the Service(s), all provisions of local and national law, statutes, rules, regulations and orders of governmental bodies or regulatory agencies applicable to such Party and/or the Service(s), and all orders and decrees of all courts in proceedings or actions to which the Party in question is a party.
- (e) "Customer" means the end customer entering into this Agreement and ordering the Services.
- (f) "End User" means Customer's users who ultimately use or is intended to use the Services.
- (g) "Federal Customer" means any United States federal government branch or agency Customer of NUWAVE Services subject to this Agreement, including agencies and departments from the Executive Branch, the Congress, or the Military.
- (h) "Governmental Authority" means any governmental or quasi-governmental body, whether foreign or domestic, including any department, agency, commission, bureau or other administrative or regulatory bodies, courts, public utilities and communications authorities (e.g., the U.S. Federal Communications Commission, USAC, CRTC or OFCOM).
- (i) "IP Rights" means all rights, title and interest in and to all Intellectual Property in the Services, any software or hardware used in conjunction with the Services, and any materials provided in connection with the Services.

- (j) "Public Sector Customer" means any Federal Customer or other United States state or local government, or entity, authority, agency, or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government, who purchases NUWAVE Services subject to this Agreement. Public Sector Customer(s) may include public universities and hospitals.
- (k) "Reseller" means Spectrum.

4. END USER LICENSE RESTRICTIONS.

(a) Limited License. NUWAVE, grants Customer and Customer's End Users a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable license to use the Services only for the duration that Customer is entitled to use the Services in strict accordance with this Agreement and solely for Customer's own internal business use. In the event of any expiration or termination of your subscription to the Services or termination of pursuant to this Agreement, all license rights granted herein or in connection with any of the Services provided under this Agreement, immediately terminate. Any IP Rights (as defined below) in the Services or in any technology used in the provision thereof are and shall remain the sole and exclusive property of NUWAVE. All rights not expressly granted herein are reserved and retained by NUWAVE, and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. Customer acknowledges that misuse of the Services may violate third party IP Rights in the software and/or hardware provided in conjunction with the Services. Customer may not use or disclose any Intellectual Property or IP Rights in the Services or any hardware or software related to the same except as expressly contemplated by this section.

(b) Licensor's IP Rights. Customer agrees that all rights, title and interest in and to IP Rights are owned exclusively by NUWAVE. Except as expressly provided herein, the limited license granted to Customer under the Services does not convey any ownership or other rights, express or implied, in the Services, any materials provided in connection with the Services, or in any Intellectual Property.

(c) Use and Disclosure of Intellectual Property. Customer represents, warrants, covenants and agrees that Customer shall not disclose or use any of the Intellectual Property in the Services, any software or hardware used in conjunction with the Services, or any marketing materials for any purpose following termination of the Services or the limited license granted thereunder to use the Services. Customer further represents and warrants that neither Customer nor any End User shall reverse engineer, disassemble or decompile any prototypes, software or other tangible object which embody Licensor's Intellectual Property.

3. TERMINATION AND SUSPENSION

3.1. Termination for Cause. Licensor may immediately suspend or terminate this Agreement for cause if it determines that:

- (a) Customer has or is engaging in any unlawful activity in connection with provision or use of the Service(s);
- (b) Customer's provision or use of the Service(s) violates Applicable Law;
- (c) Customer did not or will not reasonably comply or cooperate with any Applicable Law or regulation, or RESELLOR or its licensor is made aware of allegations of the same;
- (d) Licensor (including third party service providers) is ordered by law enforcement or other Governmental Authority to suspend or terminate Service(s) to Customer's Account;
- (e) Customer brings any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against Licensor, or participate in any class action lawsuit against Licensor;
- (f) Licensor (including third party service providers) determines that such action is necessary to protect, maintain, or improve the Services or the Licensors (including third party service provider's) network;
- (g) Such termination is necessary to prevent fraud or potential harm to Licensor; or
- (h) Customer has committed a material breach of this Agreement which by its nature cannot be cured.

3.2. Suspension for Ongoing Harm. Licensor reserves the right to suspend delivery of the Service(s) (in whole or in part) Licensor reasonably concludes that Customer's use of the Service(s) is causing immediate and ongoing material harm to Licensor or Licensor's customers. In the extraordinary event that Licensor must suspend delivery of the Service(s), Licensor shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue and restore Service(s) upon such resolution. Licensor shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Service(s) in accordance with this Section.

- 3.3. Effect of Suspension or Termination. Upon any termination or suspension of Customer's Account, Licensor may immediately deactivate or delete Customer's Account and all related information and files in Customer's Account and/or restrict any further access to such files, information, or the Services. Licensor shall not be liable to Customer or any third party for any reason for terminating or suspending Customer's use or access to the Services.

4. DISCLAIMER OF WARRANTIES, INDEMNIFICATION, AND LIMITATION OF LIABILITY.

- 4.1. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER SPECTRUM NOR NUWAVE MAKES ANY WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 4.2. Indemnification. To the maximum extent permitted by applicable Law, Customer shall indemnify and hold harmless, individually and collectively, Licensor, its Affiliates, agents, resellers, and other providers who furnish goods and services to Customer in connection with the Services, and their officers, directors, managers, employees, and shareholders (the "Indemnified Parties") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys' fees and dispute resolution expenses) arising from or related to: (i) the use of or reliance upon the Services by Customer or any third party acting with Customer's permission, knowledge, authority or direction; (ii) a breach of this Agreement by Customer, or any End User; (iii) any negligent acts, omissions to act or willful misconduct by Customer or any third party acting with Customer's permission, knowledge, authority or direction; (iv) the inability to use the Services or failure or outage of the Services for any reason; (v) the use of the Services in connection with a violation of any applicable law, code, regulation, or ordinance; or (vi) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, Intellectual Property rights, rights of privacy, and rights of publicity and personality.
- 4.3. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF AND EXCEPT FOR PAYMENT OBLIGATIONS BY CUSTOMER, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING, LICENSOR SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES \$100,000. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE REASONABLE. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY FOR (A) PERSONAL INJURY OR DEATH RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, (C) WILLFUL MISCONDUCT, OR (D) CUSTOMER'S LIABILITY ARISING FROM CUSTOMER'S ACTUAL OR ALLEGED BREACH SECTION 7.1 (COMPLIANCE WITH LAWS), OR SECTION 7.2 (EXPORT COMPLIANCE) OF THIS AGREEMENT.
5. **CUSTOMER'S RESPONSIBILITIES.** Customer shall be responsible for the following:
- (a) Customer Network Security. Customer is responsible for maintaining the security of its internal network from unauthorized access through the Internet. Licensor shall not be liable for unauthorized access to Customer's network or other breaches of Customer's network security;
- (b) Consents. Customer shall obtain at its own expense any governmental or regulatory consents or certifications with respect to the utilization of Licensor's network as contemplated by this Agreement;
- (c) Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users and for updating and maintaining Administrative User accounts. Reseller and Licensor shall not be liable for any loss of data, feature or functionality caused directly or indirectly by the Administrator User's acts and omissions or for Customer's failure to update and maintain Administrative User Accounts;
- (d) Unlawful Use. Customer shall not permit or use of the Services(s), systems or facilities for any use or purpose not permitted by law; and

6. CHANGES TO THE SERVICE(S) AND RESERVATION OF RIGHTS.

- 6.1. Reservation of Rights. Notwithstanding anything to the contrary herein, Licensor reserves the right, but is not obligated, to (i) monitor and review Customer's use of the Services, including to ensure Customer's compliance with the Agreement; (ii) reject, refuse to transmit, block, or remove any content; and (iii) access, read, preserve, or disclose any information that Licensor reasonably believes is necessary to (a) comply with applicable law, regulation, legal process, or government request, (b) enforce the Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to Customer's support requests, or (e) protect the rights, property or safety of Reseller, Licensor, its customers, its customers' end users, and/or the public. Customer agrees to provide Reseller or Licensor with any information Reseller reasonably requests to investigate and resolve issues relating to Customer's Account.

7. GENERAL TERMS.

- 7.1. Compliance with Laws. Each party shall comply with all applicable laws, rules and regulations in the performance of its obligations under this Agreement, including without limitation all applicable Anti-Bribery Laws. Customer shall not use the Service(s) in any manner or for any purpose, which constitutes a violation of applicable laws in any jurisdiction in which the Services are being provided and shall Licensor against any such unlawful use of the Services.
- 7.2. Export Compliance. The parties acknowledge that products, software, and technical information (including but not limited to the Service(s), technical assistance and training) provided under this Agreement may be subject to export control and sanctions laws and regulations of the United States and other countries, and any use or transfer of the products, software, or technical information must be in compliance with all applicable regulations. The parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export control and sanctions regulations. If requested by either party, the other party agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

8. PUBLIC SECTOR CUSTOMER TERMS.

- 8.1. GCC HIGH AND DOD COMPLIANCE DISCLAIMER. NUWAVE SERVICES ARE CURRENTLY NOT CERTIFIED FOR AND DO NOT MEET GCC HIGH AND DOD COMPLIANCE CERTIFICATION REQUIREMENTS.
- 8.2. Restricted Rights for Government Contracting. If Customer is a United States government agency or acquired the license to the software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1) and DFAR §252.227-7014(a)(5) or otherwise, all software provided in connection with this Agreement are "commercial items," "commercial computer software" or "commercial computer software documentation." Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution by or for the United States government is governed solely by the terms of this Agreement and is prohibited except to the extent permitted by the terms of this Agreement.
- 8.3. Customer Responsibility, and Indemnification. If you are a Federal Customer subject to the United States Anti-Deficiency Act or similar statutory or regulatory limitations on fees or payment absent approved allocation or appropriation of funding, any End Customer indemnification obligations in the Agreement, will be deemed inapplicable. Federal Customer agrees to be responsible, in accordance with the Disputes section of this schedule, to NUWAVE for any claim (i) by a third party alleging that Customer Information or its use with the NUWAVE Services infringes or misappropriates such party's Intellectual Property Rights; and/or (ii) arising from or related to your use of the NUWAVE Services allegedly in violation of any applicable law or the Agreement. Any clause in the Agreement requiring NUWAVE to defend or indemnify a Public Sector Customer is hereby amended solely to the extent that (a) the U.S. Department of Justice has the sole right to represent the Federal Customers in any such action in accordance with 28 U.S.C. 516, and (b) representation on behalf of Public Sector Customers may lie solely with the applicable state attorney general's office if you are a state or local government entity.
- 8.4. Governing Law. The Agreement will be governed by and construed in accordance with the laws of the United States, and venue and jurisdiction of any dispute will be determined by applicable federal statute. If the federal laws of the United States are not dispositive, then to the extent permitted by federal law, the Agreement will be governed by the laws of the State of Delaware, excluding its conflict of law principles. If you are a state or local government entity (including public hospitals and universities) the Agreement is governed by the laws of your state, excluding its conflict of laws principles. In the event the Uniform Computer Information Transactions Act ("UCITA") or any similar laws or regulations are enacted, to the extent allowed by law, such law or regulation will not apply to the Agreement, and the governing law will remain as if such law or regulation had not been enacted. The Agreement does not affect statutory rights that cannot be waived or changed by contract.

- 8.5. Disputes. Notwithstanding any other provision in the Agreement, any dispute between NUWAVE and any Federal Customer arising under or related to the Agreement will be resolved exclusively under the terms and procedures of the Contract Disputes Act (41 U.S.C. Chapter 71).