

Terms of Service

These Terms of Service, together with any Activation Agreements, Order Forms and any addendums or exhibits thereto executed by and between HPMA Solutions and Customer which are incorporated herein by reference, constitute the agreement (“Agreement”) between HPMA Solutions LLC, (“we,” “us” “HPMA Solutions” or “HPMA Solutions LLC”) and the Customer (“you,” “user”, “Customer”) of HPMA Solutions business services and any related products or services (“Services”).

HPMA SOLUTIONS OFFERS ITS SERVICES AND EQUIPMENT SOLELY FOR BUSINESS USE, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. CUSTOMER MUST ACCEPT AND COMPLY WITH THESE TERMS OF SERVICE IF CUSTOMER PURCHASES OR USES HPMA SOLUTIONS’S SERVICES OR EQUIPMENT. BY SIGNING THIS AGREEMENT ELECTRONICALLY OR BY ANY OTHER FORM OF EXECUTION, OR BY UTILIZING THE SERVICES OR EQUIPMENT, CUSTOMER (A) ACCEPTS THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) ITS REPRESENTATIVE ACCEPTING THESE TERMS FOR CUSTOMER IS 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO THIS BINDING AGREEMENT; AND (II) IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION OR LEGAL ENTITY THAT IS THE CUSTOMER, AND TO BIND SUCH ORGANIZATION OR LEGAL ENTITY TO THESE TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, NEITHER CUSTOMER NOR ITS AUTHORIZED USERS MAY DOWNLOAD, INSTALL, OR USE THE SERVICES OR EQUIPMENT.

1. BASIC DEFINITIONS USED IN THIS AGREEMENT

- “Activation Date” means the date on which HPMA Solutions activates your Service
- “Agreement” means this Terms of Service.
- “Authorized Users” means those individuals designated as users by the Customer and who are employees of the Customer.
- “Customer” means the individual or legal entity with whom HPMA Solutions has a business relationship and/or is accessing and/or is using HPMA Solutions’ Service and Equipment.
- “Customer Premise Equipment” means a telephone or other service provider equipment that is located on the customer’s premises (physical location) rather than on the service provider’s premises or in between. Telephone handsets, cable TV [set-top boxes](#), and digital subscriber line routers are examples.
- “Device” means a Phone(s).
- “Equipment” means devices, such as an IP phone (“Phone” or “Device”), Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device.
- “Parties” means HPMA Solutions and Customer.

- “Retail Customer” means a Customer who purchased equipment from a dealer, retail store or other provider other than HPMA Solutions.
- “Softphone” means a [software](#) program for making [telephone](#) calls over the [Internet](#) using a general purpose computer rather than dedicated hardware. The softphone can be installed on a piece of equipment such as a [desktop](#), [mobile device](#), or other computer and allows the user to place and receive calls without requiring an actual telephone set.
- “Subscriber” means a Customer.
- “Virtual Number” means a [telephone number](#) without a directly associated [telephone line](#), also known as a direct inward dialing (DID) or access number.
- “VoIP Service” or “Service” refers to the fully unified communications solution being offered by HPMA Solutions to Customer.
- “You,” “your” and “yours” mean the Customer and all Authorized Users using the HPMA Solutions Service and Equipment.

2. EMERGENCY SERVICES – 911 DIALING

2.1 Non-Availability of Traditional 911 or E911 Dialing Service.

The VoIP Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as “911 Dialing” which is a limited emergency calling service available only on HPMA Solutions certified Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Softphone, mobile app, Virtual Numbers or Subscriber provided Customer Premise Equipment. OUR 911 DIALING FEATURE IS NOT AUTOMATIC; YOU MUST SEPARATELY TAKE AFFIRMATIVE STEPS, AS DESCRIBED IN THIS AGREEMENT AND ON OUR WEBSITE, TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE IN ORDER TO ACTIVATE THE 911 DIALING FEATURE. You must do this for each HPMA Solutions phone number that you obtain. The 911 Dialing feature of the VoIP Service is different in many important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under “Features,” and below. YOU SHALL INFORM ANY HOUSEHOLD RESIDENTS, GUESTS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE VoIP SERVICE OF (I) THE NON-AVAILABILITY OF TRADITIONAL 911 OR E911, AND (II) THE IMPORTANT DIFFERENCES IN AND LIMITATIONS OF THE HPMA SOLUTIONS 911 DIALING FEATURE AS COMPARED WITH TRADITIONAL 911 OR E911 DIALING. IT IS YOUR RESPONSIBILITY TO PLACE A NOTICE ON EACH DEVICE OR OTHERWISE FIND A MEANS TO ALERT DEVICE USERS OF THESE LIMITATIONS.

2.2 Registration of Physical Location Required.

For each phone number that you use for the VoIP Service, you must register with HPMA Solutions the physical location where you will be using the VoIP Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the VoIP Service. Thereafter, you may register a new location by

following the instructions from the “911” registration link on your HPMA Solutions, web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the VoIP Service.

2.3 Confirmation of Activation Required.

Your 911 Dialing feature will not be activated for any phone line that you are using with the VoIP Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

2.4 How Emergency Personnel are Contacted.

We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

2.5 Service Outages.

(a) Service Outages Due to Power Failure or Disruption.

911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the VoIP Service, including 911 dialing, will not function until power is restored and device(s) are “online” or registered. Following a power failure or disruption, you may need to reset or reconfigure the device prior to utilizing the service, including 911 dialing.

(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.

Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all VoIP Service, including 911 Dialing, from functioning.

(c) Service Outage Due to Suspension or Termination of Your HPMA Solutions Account.

Service outages due to suspension or termination of your account will prevent all VoIP Service, including 911 Dialing, from functioning.

(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.

Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the VoIP Service is provided or otherwise impede the usage of the VoIP Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your VoIP Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your VoIP Service, including the 911 Dialing feature, may not function. You acknowledge that HPMA Solutions is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the VoIP Service, and any loss of service, including 911 Dialing, that may result. In the event you lose VoIP Service as a result of blocking of ports or any other impediment to your usage of the VoIP Service, you will continue to be responsible for payment of the Services' charges unless and until you terminate the Services in accordance with this Agreement.

(e) *Other Service Outages.* If there is a VoIP Service outage for any reason, such outage will prevent all VoIP Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

2.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers.

911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

2.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.

(a) *Network Congestion.* There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone network

(b) *Analytics monitoring.* HPMA Solutions uses advanced analytics monitoring for all calls on our HPMA Solutions server. Calls are data captured and stored on these servers for up to (14) days for troubleshooting purposes along with packet captures and other important tools to help remedy any call quality issues you might experience. HPMA Solutions WILL NOT listen to any calls on this server without explicit consent from Customer. Any customer may opt out of this troubleshooting and monitoring service by opening a ticket at service@hpmasolutions.com.

2.8 Possible Lack of Automatic Number Identification.

It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed

or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

2.9 No Automated Location Identification.

In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

2.10 Disclaimer of Liability and Indemnification.

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither HPMA Solutions, nor its affiliates, owners, officers, managers, directors, employees, independent contractors or agents may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless HPMA Solutions, its affiliates, owners, officers, managers, directors, employees, independent contractors or agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

2.11 Alternate 911 Arrangements.

If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

3. SERVICE DISTINCTIONS

3.1 The Service is not a telecommunications service and HPMA Solutions provides it on a best effort basis. Important distinctions exist between telecommunications service and the Service offering that HPMA Solutions provides.

The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

3.2 No 0+ or Operator Assisted Calling; May Not Support x11 Calling.

The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

3.3 No Directory Listing.

The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

3.4 Incompatibility With Other Services.

(a) *Security Systems/Fire Alarm/Elevator/Postage.* The Service may not be compatible with security systems/fire alarms. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) *Certain Broadband and Cable Modem Services.* You acknowledge that the Service presently may not be compatible with some broadband services. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

3.5 Use of Service and Device by Customers Outside the United States.

Although we encourage you to use the Service to place calls to foreign countries from within the United States and Canada, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service or the Device outside of the United States or Canada, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device outside of the United States or Canada.

4. TERM AND TERMINATION

4.1 Term.

Service is offered on a term basis identified in your service activation and/or order form, or via our online ordering process. Your Initial Term shall begin on the Activation Date and end at 11:59 p.m. on the day before the anniversary date of your Term, subject to auto-renewal (See Section 4.2). For example, if you have an Initial Term of two-years that is activated on August 1st, it will end on July 31st two years after the Activation Date of August 1st. Subsequent terms of this Agreement automatically renew for a duration that is the same as your Initial Term (each a “Renewal Term”) unless you give HPMA Solutions written notice of non-renewal in accordance with the terms set forth in Section 4.2 hereinbelow. The Initial Term and each Renewal Term are together, the “Term.”

(a) *Termination of Existing Contracts.* It is your responsibility to terminate any existing contracts with your current carrier and/ or service provider. HPMA Solutions is not responsible for terminating any existing contracts or any damages associated with your failure to do so.

4.2 Auto-Renewal.

(a) *Auto-Renewal Where Term is Greater Than Thirty Days.* At the end of your Initial Term and each Renewal Term, your Service will automatically renew for a renewal term of a duration that is the same as your Initial Term (each a “Renewal Term”) unless you send to HPMA Solutions by USPS certified mail or via an e-mail directed to billing@hpmasolutions.com written notification of your desire to terminate Service at the end of the then-applicable Initial Term or Renewal Term (“Termination Notice”). The Termination Notice must be received at least sixty (60) days before the expiration of the then applicable Initial Term or Renewal Term or the agreement shall automatically renew. The Termination Notice is valid only if it includes your HPMA Solutions phone number, Customer name, date you wish the Service to be terminated and is submitted in accordance with this section.

(b) *Auto-Renewal Where Term is Month-to-Month.* If your Service is based on a month-to-month term, your Service will continue month-to-month until you send to HPMA Solutions by USPS certified mail or via an e-mail directed to billing@hpmasolutions.com written notification of your desire to terminate Service (“Termination Notice”). The Termination Notice must be received at least thirty (30) days before the expiration of the then-current month of the Term or you will be responsible for payment for the subsequent full month. The Termination Notice is valid only if it includes your HPMA Solutions phone number, Customer name, date you wish the Service to be terminated and is submitted in accordance with this section.

(c) *Notice to Terminate by HPMA Solutions.* If HPMA Solutions does not desire that a Term extend through auto-renewal, HPMA Solutions shall give you a Termination Notice in the same manner and time frame as required of you, the effect of which shall be termination of Service at the end of the then-applicable Term.

4.3 Termination; Effect of Termination of Service; Payment for Full Term.

(a) *Termination by You Prior to End of Term.* Termination of Service will not excuse you from paying all accrued and unpaid charges due for Service rendered to the effective date of termination. Further, if you desire to terminate Service prior to the end of the then-applicable

Term, you shall be responsible for payment of all charges for the remainder of the then-applicable Term and must timely return all Equipment. These charges will include, without limitation, unbilled charges for the balance of the Term, plus a Termination Fee (described hereinbelow), if applicable, all of which will become immediately due and payable upon termination of your Service and must be paid within ten (10) days thereafter. Thus, for example, if you are one year into a two year term and desire to terminate Service before the end of the two year term, you will still be responsible for payment of all Service fees for the remainder of the two year term, and all such charges will be due and payable within ten (10) days of the effective date of termination.

(b) *Termination by HPMA Solutions Prior to End of Term for Cause.* In HPMA Solutions' sole and absolute discretion, HPMA Solutions has the right hereunder to terminate Service and use of the Equipment prior to the end of the Term for Cause. "Cause" means:

1. Your breach of these Terms of Service or terms set forth in any other agreement by and between you and HPMA Solutions. Except for breaches that cannot be cured, are violations of law, are Prohibited Acts set forth in Section 4 hereinbelow, or which involve tampering in violation of Section 6.2, HPMA Solutions shall give you written notice and a thirty (30) day opportunity to cure before exercising its right to terminate for Cause.
2. Where use of the Service by Customer is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, HPMA Solutions' servers or other equipment, or the use and enjoyment of other users; or
3. Where HPMA Solutions receives an order from a court of competent jurisdiction to terminate Customer's Service.

In the event of Termination for Cause, you shall be responsible for payment of all charges for the remainder of the then-applicable Term and must return all Equipment. These charges will include, without limitation, unbilled charges for the balance of the Term, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service and must be paid within ten (10) days thereafter. Thus, for example, if you are one year into a two year term and desire to terminate Service before the end of the two year term, you will still be responsible for payment of all Service fees for the remainder of the term and they will be due and payable within ten (10) days of the effective date of termination. Nothing herein shall preclude HPMA Solutions from also pursuing claims for damages or for injunctive relief.

(c) *Number Transfer on Service Termination.* Upon the termination of your Service, HPMA Solutions may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

1. such new service provider is able to accept such number;
2. your account has been terminated by you in accordance with these Terms of Service, or by HPMA Solutions for reasons other than for Cause under Section 3.3(b);
3. your account is completely current, including payment for all charges and applicable termination fees; and
4. you request the transfer in writing upon terminating your account.

5. PROHIBITED ACTS AND USES; COMPLIANCE WITH APPLICABLE LAWS

5.1 **No Resale, Transfer or Assignment Without Written Consent.** You shall not resell, transfer or assign the Service or the Equipment (if rented) to another party without our prior written consent. If consent is granted, which is at HPMA Solutions' sole discretion, HPMA Solutions shall be entitled to charge you a transfer fee.

5.2 **Abusive Behavior.** You shall not act in a verbally abusive, threatening or harassing manner when dealing with HPMA Solutions' technical support staff, customer service staff or any other HPMA Solutions employees or representatives or use foul or inappropriate language when communicating therewith.

5.3 **Prohibited Uses and Inappropriate Conduct.**

(a) *Unlawful Purposes or Usage.* You shall use the Service and the Equipment only for lawful purposes. Unlawful uses include but are not limited to using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar activities. In the event of such termination, you will be responsible for payment of all fees and charges due to the end of your then-applicable Term, as further explained in Section 3.3(b) hereinabove, regardless of how much time is left on the Term, and shall return all Equipment in accordance with the terms provided hereinbelow.

(b) *Inappropriate Conduct.* You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior, whether or not it rises to the level of a criminal act. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or Equipment in any of the aforementioned ways. In the event of such termination, you will be responsible for payment of all fees and charges due to the end of your then-applicable Term, as further explained in Section 3.3(b) hereinabove, regardless of how much time is left on the Term.

(c) *Authorization to Report Unlawful or Inappropriate Conduct.* If we believe that you have used the Service or Equipment for an unlawful purpose or engaged in inappropriate conduct while using the Service or Equipment, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, HPMA Solutions will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer, its users or others.

5.4 Unlawful or Inappropriate Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a “User”). Your and your User’s use of the Service and content shall comply with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Service and remove your or your Users’ content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Service to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users’ use or content.

5.5 Recording Conversations. HPMA Solutions provides a function that allows a user to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state to state. Customer is solely responsible for complying with the local, state, & federal laws in the relevant jurisdiction when using this feature. Additionally, HPMA Solutions will not alter or modify any call recordings in order to maintain compliance with laws and regulations.

5.6 Compliance with Laws Related to Faxing. There are laws and regulations in Canada, the United States and other countries that regulate the sending of facsimiles. HPMA Solutions expressly forbids any unlawful use of its Service which may violate any applicable law or regulation including the Telephone Consumer Protection Act. It is solely your responsibility to ensure that all such laws and regulations, including without limitation, regulation of unsolicited advertising, are adhered to. You expressly absolve HPMA Solutions of all responsibility for your use of Our Fax services and warrant that they are in full compliance with all laws and regulations regarding sending facsimiles. You represent and warrant that you will contractually require and use reasonable efforts to enforce that you and your end-users:

(a) Only use Our Fax services for lawful purposes and that your use of Our Fax services will be in compliance with all federal, state and local laws and regulations including, without limitation, the provisions of the Telephone Consumer Protection Act.

(b) Will not use Our Fax services to transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, federal or other law or regulation.

(c) Will not use Our Fax services to upload, post, reproduce or distribute, in anyway, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right holder.

(d) Will comply with all applicable laws, regulations and conventions, including those related to data privacy, international communications, exportation of technical or personal data, and the *sending* of certain unsolicited facsimiles.

6. COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF DEVICE; FIRMWARE OR SOFTWARE.

6.1 Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively “Marks”) are and will at all times remain the exclusive property of HPMA Solutions. Nothing in this Agreement grants you the right or license to use any of our Marks.

6.2 Unauthorized Usage of Device; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with these Terms of Use and any other agreement you have entered into with HPMA Solutions. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

7. DEVICE/EQUIPMENT TERMS

7.1 Use of Service only; Customer Supplied Equipment; Use of Interface Devices. For Service only customers, you are responsible for supplying, operating and supporting the Customer Premise Equipment for use with the Service. In addition, any customer supplied equipment must be pre-approved by HPMA Solutions in writing. Regardless of whether HPMA Solutions approved your customer supplied equipment, if your self-selected equipment is incompatible with the Service or interferes with the effectiveness and delivery of the Service, you shall not hold HPMA Solutions responsible for such issues and will not be given a reduction of fees or the right to terminate Service prior to the end of your Term, in accordance with these Terms of Service. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service.

7.2 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose. We reserve the right to immediately terminate your Service for Cause if, in our sole and absolute discretion, we determine that you have tampered with the Device or Service. In the event of such termination, you will be

responsible for payment of all fees and charges due to the end of your then-applicable Term, as further explained in Section 3.3(b) hereinabove, regardless of how much time is left on the Term.

7.3 Theft of Device/Service. You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and all stolen, fraudulent or unauthorized use of the Service.

7.4 Return of Purchased Equipment – *(Does Not Apply to Customers who use Equipment not provided by HPMA Solutions directly)*

(a) *Retail Customers.* A Retail Customer may only return the device to the retail store, dealer or other provider from which the Retail Customer purchased the device. All returns will be subject to the return policy of such retail store, dealer or other provider. HPMA Solutions will not accept any device from a retail store.

(b) *Non-Retail Customers.* Non-Retail Customers may return the Device to HPMA Solutions within fourteen (14) days of the termination of Service to receive a credit for any termination fee minus a restocking fee of \$75.00 per Device, provided that:

1. the Service is terminated within the first thirty (30) days following the activation of the Service;
2. the Device is in original condition, reasonable wear and tear excluded;
3. the original proof of purchase is returned with the Device, together with the original packaging, all parts, accessories, and documentation;
4. prior to returning the Device to us, you obtain a valid return authorization number from our customer care department, which can be reached at service@hpmasolutions.com. This email address is being protected from spam bots, you need Javascript enabled to view it or call (703) 493-0438; and
5. you pay all costs of shipping the Device back to us.

If you receive cartons or otherwise packaged Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact our customer care department immediately at service@hpmasolutions.com. This email address is being protected from spam bots, you need Javascript enabled to view it or call (703) 493-0438.

7.5 Special Order Items Provided Through HPMA Solutions. Some Devices are deemed not returnable as they are not returnable to the manufacturer and were ordered specifically for you, the Customer; however, these Devices are returnable within 30 days if the item is defective,

and a suitable replacement will be provided in exchange. There will be no refund unless a suitable replacement cannot be provided.

7.6 **Warranty on Purchased Phones.** All Phones purchased through HPMA Solutions (not any 3rd party) are eligible for a warranty that is the manufacturer's warranty. The warranty covers defects in the Phone, not your loss of a phone or damage to it. HPMA Solutions will cover replacement phone cost and shipping cost to your location and return shipping. The defective phone(s) must be received within (7) business days by our Return Merchandise Authorization department or you will be charged the full retail price of a new Phone.

7.7 **Rented Equipment.** HPMA Solutions provides customers with the opportunity to rent Equipment. To rent Equipment, Customer must have a 36-month Initial Term. The rented Equipment is under warranty throughout the Term so long as Customer has timely paid invoices. The warranty covers defects in the Equipment, not your loss or damage thereto. If you elect to rent Equipment from HPMA Solutions, you will execute an Addendum to this Agreement, or the rental terms will appear in your Activation Agreement or Purchase Order.

(a) *Rental Termination Fee (phones, etc).* If you have rented Equipment from HPMA Solutions and terminate this Agreement before the end of the then-applicable Term, you will be liable for an early termination fee of: (a) FULL MRSP PRICE for each PHONE/DEVICE returned to HPMA Solutions before HALF of the Term has transpired and (b) HALF MRSP PRICE for each PHONE/DEVICE returned to HPMA Solutions after HALF of the Term has transpired. You may also be charged a Restocking fee of \$75.00 per Device for Devices returned prior to the end of the applicable Term.

(b) *Return of Rented Equipment.* If you are renting Equipment from HPMA Solutions, you are legally responsible for returning such Equipment, at your expense, in good working order and condition upon termination of Service. If you fail to return the Equipment within thirty (30) business days of the effective date of termination, and continue to fail to do so for ten (10) days after receipt of notice from HPMA Solutions, criminal charges may be filed against you for theft of equipment not returned to HPMA Solutions, and any other appropriate civil and criminal claims may be filed against you. If the Equipment is damaged when received by HPMA Solutions, you will be charged a FULL MRSP.

7.8 **Risk of Loss.** Whether you purchase Equipment from HPMA Solutions or lease Equipment from HPMA Solutions, you bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned to HPMA Solutions, in accordance with this Agreement. You will be charged FULL MRSP PRICE for each PHONE/DEVICE that is lost, stolen or damaged.

8. SERVICE LEVEL AGREEMENT

8.1 **Technical Support SLA.** HPMA Solutions strives to respond to all service requests within four (4) Business Hours, and all service impacting requests within two (2) hours. If onsite support is needed, a technician will be dispatched within 8 Business Hours. "Business Hours" are defined as 9:00 a.m. to 5:00 p.m. EST. If a support issue is deemed to be caused by something

other than a HPMA Solutions provided Device or Service that has not been damaged by Customer, on-site support will be billed as Time & Material (T&C). After Hours are defined as the EST hours between 5:00 p.m. and 9:00 a.m. EST M-F, weekends, and Federal Holidays.

8.1a New Retail Customer Activation Fees. HPMA Solutions provides a service to dispatch a technician to any location within 60 miles of our operating offices for onsite installation for a new service activation. Activation fees are as followed and are 1 per user:

1 year term: \$199/user

2 year term: \$179/user

3 year term: \$155/user

8.1b Channel partner activation fees for our hybrid sell through model (where a channel partner bills directly, but HPMA Solutions handles the installation) follow the following schedule:

1 Year Term: \$179/user

2 Year Term: \$169/user

3 Year Term: \$149/user

MTM Term: \$199/user

Installation SOW (scope of work) will include plugging in of the devices, testing, and training of end users. Site visits include up to 8 business hours and one site visit unless otherwise specified in your agreement. HPMA Solutions team members are not responsible for installing or troubleshooting customer network equipment unless otherwise specified in your agreement. Customer site must be cut-over ready upon arrival. Go-backs due to unqualified networks will result in a billable charge in accordance with our technical support SLA found in section 8.1.

8.2 Platform SLA. HPMA Solutions' UCaaS platform has a 99.99% uptime guarantee. Failure to meet that uptime on any given month will result in a 5% credit on your next month's statement for any services that are directly related to this platform. This uptime guarantee does not include downtime experienced for scheduled maintenance. All scheduled maintenance will be announced ahead of time and performed After Hours. Further, interruptions or interference with your use resulting from causes outside of HPMA Solutions' control do not qualify for a credit, including but not limited to: Internet provider outages, customer/ISP network packet loss, or customer owned equipment failures or non-compatibility (ex. switches, router, non-supported firewall) and other issues set forth in Section 11.1 which are not caused by HPMA Solutions.

9. BILLING; BILLING DISPUTES; PAYMENTS

9.1 Billing; Fees and Charges. When the Service is activated, you must provide us with a valid email address and HPMA Solutions will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based and applicable support charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit/debit card or ACH/eCheck in a manner that is consistent with your service activation and/or order form, including but not limited to:

1. activation fees;
2. monthly Service fees;
3. international usage charges;
4. advanced feature charges;
5. equipment purchases;
6. termination fees; and
7. shipping and handling charges.

The amount of such fees and charges shall be published on our website and may change from time to time, but any price increase will not take effect for your account until the end of a Term and will only apply during a Renewal Term if notice of such price increase is provide to you sixty (60) days prior to the end of the then-applicable Term. Notification of monthly invoices will be sent to you via your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on our website. Notwithstanding the foregoing, if new features are added which you utilize, HPMA Solutions can charge you for those enhancements to your Service resulting in an increase in the pricing set forth in your monthly invoices.

9.2 Taxes. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to you in accordance with this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status, and by making this submission to us, you are indemnifying HPMA Solutions for any liability associated with your representation should it be incorrect. Tax exemption will only apply from and after the date we receive such certificate.

9.3 Billing Disputes. You must notify us in writing within thirty (30) days after the invoice date if you dispute any HPMA Solutions charges or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

HPMA Solutions, LLC
Attn: Billing Department
1405 S. Fern St.
Suite 563
Arlington, VA 22202
703-493-0438

-or-

billing@hpmasolutions.com

9.4 Payments. HPMA Solutions only accepts payment by Check and ACH, unless other payment terms have been explicitly agreed to in writing by HPMA Solutions. Your subscription

to the Service authorizes HPMA Solutions to charge your ACH. This authorization will remain valid until thirty (30) days after we receive written notice from you terminating our authority to charge your credit or debit card, whereupon we will charge your credit or debit card for the termination fee, if applicable, and any other outstanding charges (including charges for damaged or unreturned rented Equipment), and terminate your Service. We may terminate your Service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges.

9.5 Late Fee. A \$3.95 late fee or 2% of the monthly invoice (whichever is greater) will be assessed if an invoice is not paid within twenty-one (21) days of the Payment Due Date.

9.6 Collection. If any monies you owe to HPMA Solutions are past due and HPMA Solutions incurs collection costs, including but not limited to attorney's fees and costs, HPMA Solutions shall be entitled to fully recover these collection costs from you.

9.7 Suspension of Service. All invoices have NET15 payment terms unless otherwise stated in a written agreement by and between you and HPMA Solutions. Customer accounts overdue by forty-five (45) days or more will face automatic service suspension. Declined method of payments for these accounts may result in automated suspension of Service. HPMA Solutions shall also have the right to suspend Service in the event that you are in breach of the other terms of this Agreement and either fail to cure the breach in a reasonable time after notice or refuse to cure the breach. You are responsible for paying all monthly fees while Service is suspended due to non-payment.

10. 30 DAY SATISFACTION GUARANTEE.

We are confident that you will find HPMA Solutions to be an ideal solution for your communication needs, but in the event you do not find it to be a good fit for you, you can upgrade, downgrade or cancel your activation within the first 30-days from the Activation Date by sending written notice to service@hpmasolutions.com within the 30-day period. If you downgrade or cancel, we will refund the applicable activation fee and monthly charge for the first month of Service. Before you make a decision, we hope you will reach out to share your issues and give us a chance to meet your needs as the problem may be unrelated to HPMA Solutions, such as Internet provider outages, customer/ISP network packet loss, or customer owned equipment failures or non-compatibility (ex. switches, router, non-supported firewall). These same problems will likely exist with any VoIP providers so let our trouble shooter experts assist you.

If cancelling during the 30-day guarantee period, please email service@hpmasolutions.com, return the Equipment to us (cost of shipping to be borne by you) and a refund will be issued, unless the Equipment is damaged or missing. Federal excise taxes and any other applicable taxes cannot be refunded. You will remain responsible for any charges for usage fees including but not limited to local or international usage, calls to HPMA Solutions toll free numbers and directory assistance. We reserve the right to terminate or revoke this money back guarantee at any time, without prior notice.

11. MISCELLANEOUS CHARGES.

11.1 Payphone Charges. If you use our “Toll Free” feature or any toll free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as we deem appropriate for the recovery of these costs.

11.2 Charges for Directory Calls (411). We will charge you \$1.50 for each call made to HPMASolutions directory assistance.

11.3 Charges for Conference Bridge Calls. This is a free service for up to 25 users. You must contact HPMASolutions support at service@hpmasolutions.com to enable conferences more than 25 callers. Overage is billed at .015 per minute / per conference participant. The per minute usage fee will be calculated based on all participants on the conference bridge, including on-network and off-network participants.

11.4 FCC Regulatory Fee: A regulatory fee is added to comply with all Federal and State Communication registrations and filings. The current fee is \$15.43. This will change from year to year but will not exceed a 15% increase/decrease per year.

12. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

12.1 Limitation of Liability. HPMASolutions shall not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- * an act or omission of an underlying carrier, service provider, vendor or other third party;
- * equipment, network or facility failure;
- * equipment, network or facility upgrade or modification;
- * force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions (including those associated with epidemics and pandemics);
- * equipment, network or facility shortage;
- * equipment or facility relocation;
- * service, equipment, network or facility failure caused by the loss of power to you;
- * outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;

* any act or omission by you or any person using the Service or Device provided to you; or

* any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this Agreement will in no event exceed the lesser of (a) the Service charges with respect to the affected time period or (b) the Service charges paid by Customer to HPMA Solutions in the six (6) month period prior to the event giving rise to liability.

12.2 Disclaimer of Liability for Damages. IN NO EVENT WILL HPMA SOLUTIONS, ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE AND EQUIPMENT THAT IS THE SUBJECT OF THIS OR ANY OTHER AGREEMENT BETWEEN HPMA SOLUTIONS AND YOU BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE OR EQUIPMENT, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP UNLESS CAUSED BY HPMA SOLUTIONS'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT HPMA SOLUTIONS OR ITS AGENTS WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

12.4 No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER HPMA SOLUTIONS NOR ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR EQUIPMENT OR OTHER PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION,

THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION UNLESS CAUSED BY HPMA SOLUTIONS'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

12.5 Device Warranties.

(a) *Limited Warranty.* Except as set forth herein, if you received the Device new from HPMA Solutions and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) *Disclaimer.* OTHER THAN WARRANTIES AS TO THE DEVICE PURCHASED FROM HPMA SOLUTIONS AND EXPRESSLY SET FORTH IN THE MANUFACTURERS WARRANTY DOCUMENTATION PROVIDED WITH THE DEVICE, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE.

13. PRIVACY AND SECURITY.

HPMA Solutions's Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. HPMA Solutions is not liable for any lack of privacy which may be experienced with regard to the Service. HPMA Solutions uses all latest technology and best efforts to ensure your data is encrypted and secure, including but not limited to voice transport layer security (TLS) and optional Secure Real Time Transport Protocol (SRTP). However, SRTP is optional and a chargeable feature. Please refer to our website at www.HPMA Solutions.com for additional Privacy Policy information.

14. ELECTRONIC COMMUNICATIONS.

When you visit HPMA Solutions.com, sign up for Service, or send e-mails to HPMA Solutions, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically in return. It is your responsibility to maintain and update a valid email address with us at all times; HPMA Solutions is not responsible for interruptions, suspension, or termination of Service for non-payment due to you not receiving an email sent to you. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You cannot opt out of HPMA Solutions's emails that are for regular account notifications, balance notifications, and subscription renewals which are essential to delivery of our Services and adherence to the terms hereof. However, you can opt out of newsletters and

feature update announcements by clicking a link at the bottom of all optional email correspondence.

15. MISCELLANEOUS.

15.1 Assignment. Neither this Agreement nor any right hereunder nor interest herein may be assigned or transferred by the Customer without the express written consent of HPMA Solutions. HPMA Solutions may assign any or all of its rights and obligations under this Agreement without the Customer's written consent to any affiliate or subsidiary or to another third party affiliate by way of merger, acquisition, consolidation, or sale or transfer of all or substantially all of HPMA Solutions' assets or equity. Any attempted assignment, delegation or transfer to a third party hereto in violation hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on the Parties and their respective successors and permitted assigns.

15.2 Notice. Notices to the Customer in connection with this Agreement may be sent electronically at the then-current e-mail address associated with the Customer's account, by facsimile at the then-current facsimile number associated with the Customer's account, or by first class mail or nationally recognized overnight delivery service to the then-current mailing address associated with the Customer's account. Notices to HPMA Solutions in connection with this Agreement may be sent electronically to billing@hpmasolutions.com or by first class mail or nationally recognized overnight delivery service to the Billing Department address set forth in Section 16 hereinbelow. Either Party may change either its e-mail or postal address by notice pursuant to this provision.

15.3 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

15.4 Governing Law. The Agreement and the relationship between you and HPMA Solutions is governed by the laws of the State of Virginia without regard to its conflict of law provisions. All disputes must be resolved in Arlington County, Virginia.

15.5 Mandatory Arbitration and No Jury Trial. Any dispute or claim between you arising out of or relating to the Service or Equipment will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Arlington County, Virginia. The arbitrator's decision will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN TWO (2) YEARS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** All claims shall be arbitrated individually. You shall not bring or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration.

THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

15.6 No Waiver of Rights. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

15.7 Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and HPMA Solutions and govern the use of the Service by you, members of your business, employees and guests. This Agreement supersedes any prior agreements between you and HPMA Solutions and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. The only exception hereto is if there is a written Addendum to these terms executed by HPMA Solutions and you which expressly states that it intends to modify these terms.

15.8 Severability. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

15.9 Survival. All obligations of the Parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

16. REVISIONS TO TERMS OF SERVICE.

HPMA Solutions may change the terms and conditions of this Agreement from time to time, including the policies that are applicable to your usage of the Service. Notice is deemed given when HPMA Solutions posts the revised Terms of Service here:

<https://www.hpmasolutions.com/voip-terms-of-service/>. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. You agree to visit this page and the links therein periodically to be aware of and review any such revisions. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device.

17. CONTACTS

Technical Services:

HPMA Solutions, LLC
Attn: Technical Services
1405 S. Fern St.
Suite 563
Arlington, VA 22202
703-493-0438

Support:

service@hpmasolutions.com

This email address is being protected from spam bots, you need Javascript enabled to view it, or call 703-493-0438.

Billing Department:

HPMA Solutions, LLC
Attn: Billing Department
1405 S. Fern St.
Suite 563
Arlington, VA 22202
703-493-0438

billing@hpmasolutions.com

This email address is being protected from spam bots, you need Javascript enabled to view it, or call 703-493-0438

Opening Hours:

Mon-Fri: 9:00 AM – 5 PM EST
Open 24×7 for service impacting issues
Tel: 703-493-0438