

## MANAGED SERVICES AGREEMENT

This Managed Services Agreement (“MSA”) governs the relationship and is agreed to by and between Blink Voice Communications, Inc. (“**Blink Voice**”) and **Customer** (the “**Customer**”), who has executed a Service Order with Blink Voice and thereby agreed to this MSA.

WHEREAS, Blink Voice is engaged in the business of providing, directly or indirectly (through third party service providers), global information technology consulting, technology maintenance, support, end-user help desk, backup and disaster recovery services, telecommunication services and other outsourced services to its clients. Customer wishes to engage Blink Voice and Blink Voice is willing to provide Customer with certain Services (as defined below) in accordance with the terms and conditions contained herein.

### 1. **SCOPE; SERVICES**

- a. Scope.** This MSA governs all services that Blink Voice performs for Customer, as well as any services, licenses or products that we sell or re-sell, to Customer (collectively, the “Services”). This MSA is subject to the Terms of Services for Managed, Maintenance and Support Services for at <https://www.blinkvoice.com/>. Any conflict between the Terms of Services and this MSA, the MSA will govern.
- b. Service Orders.** The Services may be defined in order set forth in a Service Order (“Service Order”), proposal, or statement of work (collectively, a “SOW”), or they may be defined by the actual Services provided to Customer and our invoicing of same. If no written Service Order or SOW exists, then in this document Service Order or SOW shall include the actual Services provided to Customer and for which Customer are, or for which Customer have been, invoiced by Blink Voice. **By accepting the Service Order or SOW, Customer agree to the terms of this MSA.**
- c. Conflict.** If there is a material difference between the language in a Service Order or SOW and the language in this MSA, then the language of the Service Order or SOW will control, except in situations involving warranties, limitations of liability, or termination of this MSA. Under those limited circumstances, the terms of this MSA will control unless the Service Order or SOW expressly states that it is overriding the conflicting provisions of this MSA.
- d. Changes/Addendums.** Upon written request from Customer, additional services and products may be added to this MSA upon the execution by both parties of an additional Service Order request covering such service or product, which in turn, the said Service Order change will become a part of this MSA on the date it is signed by Blink Voice.
- e. No Resale.** Unless otherwise authorized by Blink Voice in writing, Customer shall use Services provided hereunder solely for Customer’s business purposes and shall not resell the Services provided by Blink Voice.
- f. Access.** Customer accepts, at their expense, upon the signing of this MSA, and at all other times during the period of installation and maintenance services: allows employees or agents of Blink Voice access to the premises and facilities where the equipment is to be installed at all hours consistent with the requirements of the installation.
- g. On-Site support and service rates for customers who are not under warranty and not on a maintenance agreement :** For on-site adds, moves and changes by Blink Voice technicians, including (moving of jacks, adding new jacks, vendor meets, parts replacement out of warranty or damaged equipment, system programming and training,) Blink Voice provides on-site service at the standard time rate of \$150 per hour (2 hr. minimum) plus \$75 travel fee between 8 a.m. and 6p.m, Monday through Friday, excluding holidays. On-site service or maintenance requested after hours, on holidays or over the weekend must be requested 3-4 days in advance and will be billed at a rate of \$200 per hour (2 hr. minimum). plus, a \$100 travel fee. All on-site programming and training must be requested on the day of the install. Blink Voice will perform additional onsite support and remote support post installation support/programming changes at no cost to customer for all new full system installations for 14 days after install.
- h. Remote Support and service rates for customers who are not under warranty and do not have a maintenance agreement:** remote support covers some adds, software upgrades, moves, changes, programming and maintenance performed by Blink Voice computer remote support technicians. Remote support maintenance customers covers all diagnostic and troubleshooting. There is a rate of \$40 per 15 min for ALL moves, ads and changes that exceed 15 min or more. Customers who elect in a maintenance contract will receive free M.A.C. requests depending on selected tier. Remote support service or maintenance requested after hours, on holidays or over the weekend must be requested 3-4 business days in advanced will be billed at a rate of \$52.50 per 15 min. Blink Voice will perform additional onsite support and remote support post installation support/programming changes at no cost to customer for all new full system installations for 14 days after install.

### 2. **FEES; PAYMENT**

- a. Fees.** You agree to pay the fees, costs, and expenses described in each Service Order and SOW and any Addendum. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If Customer qualify for a tax exemption, Customer

must provide Blink Voice with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

- b. *Schedule.*** Fees are due and payable in advance of the provision of the Services or delivery of Products, unless otherwise stated in a Service Order or SOW. For monthly recurring fees, they will be invoiced in arrears and all invoices are due upon receipt and become past due Thirty (30) days after invoice date. All payment for Services hereunder shall be paid in US dollars. Any
- c. *Nonpayment.*** Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to Customer in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by Blink Voice within sixty (60) days after the applicable Service is rendered or the date on which Customer pay an invoice, whichever is later; otherwise, Customer waive Customer right to dispute the fee thereafter. A re-connect fee may be charged to Customer if we suspend the Services due to Customer nonpayment. **Please note: Suspended services may result in mission-critical services becoming unavailable or inaccessible; therefore, time is of the essence in the performance of all payment obligations by Customer.**
- d.** Customer shall provide Blink Voice with credit information as requested and the provisions of any products or service hereunder is subject to credit approval.
- e.** In the event of any change in applicable law, regulation, rule or order that materially increases costs or other terms of delivery of products and services under this MSA, Blink Voice and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increased cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after Blink Voice delivery of written notice requesting negotiation, then
  - i.** Blink Voice may pass such increased costs through to the Customer and:

### **3. Term and Termination**

- a.** The ("Term") of this agreement shall be 12 months commencing on the effective date of this MSA. After the 12<sup>th</sup> month, the Customer can terminate the MSA under the condition that the Customer provides a written notice thirty (30) days from the termination date. This MSA will auto-renew at the end of the 12th month if no notice is provided.
- b.** In the event the customer breaches the MSA during the annual term, without having cancelled the MSA within the allowable cancellation period as stated in 3(a) above, and without having cured the breach within thirty (30) days, the entire remaining balance of maintenance payments for the remainder of the term of the MSA will become immediately due and payable to Blink Voice.
- c.** The installation date for the Customer's services shall be provided at the time the service has been requested. Billing under any Service Order or SOW referenced in section 2a of this MSA will begin upon the earlier of the actual installation of the Customer's service or 30 days after the scheduled installation date referenced above. The billings under any other Service Order or SOW of this MSA will begin upon the earlier of the initiation of the Services outlined therein or 30 days from the installation date of the Customer's equipment.
- d.** Blink Voice may terminate this MSA and discontinue providing the Services hereunder without liability upon the occurrence of a Customer Default (as defined below). For purposes of this MSA, a "Customer Default" means:
  - i.** Customer's failure to pay past due balance within thirty (30) days after written notice thereof;
  - ii.** Customer's violation of any law, rule, regulation or policy of any governmental authority;
  - iii.** Customer's material misrepresentations in any information provided to Blink Voice;
  - iv.** Customer's fraudulent use of the products or services provided under this MSA;
  - v.** Customer's failure to cure its breach of any provision of the MSA within thirty (30) days following written notice thereof provided by Blink Voice;
  - vi.** Customer's filing for bankruptcy, reorganization or failing to discharge any involuntary petition thereafter within sixty (60) days; or
- e.** In the event Customer has a past due balance, Blink Voice reserves the right to limit or restrict the Customer's access to the services provided to Customer by Blink Voice and any Customer owned equipment located within. The Customer will be notified of any such restrictions, in writing, via e-mail. Such access will be fully restored to the Customer upon prompt payment of all past due balances.
  - i.** Customer may terminate this MSA and discontinue paying for service hereunder if Blink Voice fails to cure its breach of any provision of the MSA within thirty (30) days following written notice thereof provided by Customer.

### **4. LIMITED WARRANTIES; LIMITATIONS OF LIABILITY/INDEMNIFICATION**

- a. *Hardware / Software Purchased Through Blink Voice.*** All hardware, software, peripherals, subscriptions or accessories purchased through Blink Voice ("Third Party Products") are nonrefundable once the applicable purchase order is placed in Blink Voice's queue

for delivery. Blink Voice will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. All Third Party Products are provided “as is” and without any warranty whatsoever as between Blink Voice and you (including but not limited to implied warranties).

- b. *Liability Limitations.*** This paragraph limits the liabilities arising under this MSA or any Service Order or SOW and is a bargained-for and material part of this MSA. You acknowledge and agree that Blink Voice would not enter into any Service Order or SOW (or this MSA) unless Blink Voice could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Blink Voice), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this MSA, any Service Order or SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this MSA or any Service Order or SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys’ fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation.

## **5. CONFIDENTIALITY**

- a. *Defined.*** For the purposes of this MSA, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Blink Voice, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b. *Use.*** Blink Voice will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this MSA.
- c. *Due Care.*** Blink Voice will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d. *Compelled Disclosure.*** If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section. Blink Voice will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.
- e. *Business Associate.*** If we enter into a business associate agreement (“BAA”) with you for the protection of personal health information, then the terms of the BAA will be read in conjunction with the terms of the confidentiality provisions of this MSA. The terms that protect confidentiality most stringently shall govern, and conflicting privacy- or confidentiality-related terms shall be governed by the BAA.

## **6. ADDITIONAL TERMS; THIRD PARTY SERVICES**

- a. *EULAs.*** Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this MSA. **You agree to be bound by the terms of such EULAs and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.** If, while providing the Services, we are required to comply with a third party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b. *Third Party Services.*** Portions of the Services may be acquired from, or rely upon, the services of third party manufacturers or providers, such as (but not limited to) data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a Service Order, SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in our sole discretion as long as the change does not materially diminish the Services to be provided to you under a Service Order, SOW. Blink Voice will not be responsible, and will be held harmless by you, for the failure of any third party provider or manufacturer to provide Third Party Services to Blink Voice or to you.
- c. *Data Loss.*** Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the network environment that were not

expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a Service Order or SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

- d. BYOD.** You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the network environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in a Service Order or SOW, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the network environment. Client is strongly advised to refrain from connecting Devices to the network environment where such devices are not previously known to Blink Voice and are not expressly covered under a Blink Voice managed service plan ("Unknown Devices"). Blink Voice will not be responsible for the diagnosis or remediation of any issues in the network environment caused by the connection or use of Unknown Devices in the network environment, and we will not be obligated to provide the Services to any Unknown Devices.
- e. Licenses.** Unless otherwise noted in a Service Order or SOW, all Blink Voice Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration or termination of an applicable SOW, your license to use the Blink Voice Equipment shall immediately terminate, and thereafter all Blink Voice Equipment must be returned to us immediately at your expense. All configurations on the Blink Voice Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent. In addition, upon the expiration or termination of an applicable SOW, all licenses to any software or cloud-based service provided to you under the SOW shall immediately terminate; however, you will be responsible for all license fees that accrued up to the date of termination, as well as any license fees imposed on you if the SOW was terminated by us For Cause or by you without cause.
- f. Access.** You hereby grant to Blink Voice the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the network environment as necessary to enable us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Blink Voice to provide Services to the network environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Blink Voice shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

## **7. OWNERSHIP**

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this MSA or any Service Order or SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.

## **8. ARBITRATION**

Except to enforce payment for Service by Blink Voice, Any dispute, claim or controversy arising from or related to this MSA, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its arbitration rules for commercial arbitration (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in Los Angeles County, California. The arbitrator shall determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. Notwithstanding the foregoing, Blink Voice shall not be required to send collections-related matters to arbitration unless the amounts subject to collection were timely disputed by you in good faith.

## **9. MISCELLANEOUS**

- a. Compliance.** Unless otherwise expressly stated in a Service Order or SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.
- b. Disclosure.** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof),

to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.

- c. Security.** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed into the network environment. Blink Voice do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Service Order or SOW, the recovery of Impacted Data is not included in the scope of a Service Order or SOW. **You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**
- d. Non-Solicitation.** Each party (a "Restricted Party") acknowledges and agrees that during the term of this MSA and for a period of one (1) year following the termination of this MSA, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked as a result of this MSA, to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by a Restricted Party will be deemed to be a material breach of this MSA, in which event the affected party shall have the right, but not the obligation, to terminate this MSA or any then-current SOW immediately For Cause.
- e. Non-Circumvention.** During the term of this MSA, you agree not to offer, pursue, or engage in any transaction with any contractor designated by Blink Voice to provide Services to you where your efforts are intended to, or may, circumvent or encourage the circumvention of the Services in whole or in part.
- f. Assignment.** Neither this MSA nor any Service Order or SOW may be assigned or transferred by a party without the prior written consent of the other party. This MSA will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- g. Amendment.** Unless otherwise expressly permitted under this MSA, no amendment or modification of this MSA or any Service Order or SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Blink Voice, specifically refers to this MSA or the SOW being amended, and is accepted in writing (email or electronic signature is acceptable) by you.
- h. Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this MSA or any Service Order or SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- i. Severability.** If any provision hereof or any Service Order or SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this MSA or any Service Order or SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- j. Other Terms.** Blink Voice will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- k. No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this MSA, the temporary or recurring waiver of any term or condition of this MSA, or the granting of an extension of the time for performance, will not constitute an MSA to waive such terms with respect to any other occurrences.
- l. Merger.** This MSA, together with any and all Service Orders and SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this MSA and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied

herein. Blink Voice will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this MSA or any Service Order or SOW. Any document that is not expressly and specifically incorporated into this MSA or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this MSA or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this MSA.

- m. Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations under this MSA or any Service Order or SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages (including but not limited to ISP-related outages), delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- n. Survival.** The provisions contained in this MSA that by their context are intended to survive termination or expiration of this MSA will survive. If any provision in this MSA is deemed unenforceable by operation of law, then that provision shall be excised from this MSA and the balance of this MSA shall be enforced in full.
- o. Insurance.** Blink Voice and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this MSA or any Service Order or SOW, including but not limited to, workers compensation and general liability. Blink Voice agree to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party.
- p. Governing Law; Venue.** This MSA and any Service Order or SOW will be governed by, and construed according to, the laws of the state of New York. You hereby irrevocably consent to the exclusive jurisdiction and venue of \_\_\_\_\_ County, New York, for any and all claims and causes of action arising from or related to this MSA.
- q. No Third Party Beneficiaries.** The Parties have entered into this MSA solely for their own benefit. They intend no third party to be able to rely upon or enforce this MSA or any part of this MSA.
- r. Notices; Writing Requirement.** Where notice is required to be provided to a party under this MSA, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to Blink Voice regarding (a) any alleged breach of this MSA by Blink Voice, or (b) any request for indemnification, or (c) any notice of termination of this MSA or any Service Order or SOW, must be delivered to Blink Voice either by U.S. mail or fax, unless such requirement is expressly and specifically waived by Blink Voice. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this MSA.
- s. Independent Contractor.** Blink Voice is an independent contractor, and is not your employer, employee, partner, or affiliate.
- t. Data Access/Storage.** Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.
- u. Counterparts.** The parties intend to sign, accept and/or deliver any Service Order, Service Order this MSA, SOW or any Addendum amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Service Order, this MSA, any Service Order or SOW or any amendment electronically (e.g., by emailed acceptance, digital signature, and/or electronic reproduction of a handwritten signature) or by reference (as applicable).