

SCHEDULE M: SERVICE DEFINITION FOR iPilot™ ONBOARDING AND ACCESS SERVICE

1. iPilot™ Platform

iPilot™ is a cloud-native multi-UC platform that centralises the automation of unified communications lifecycle management (the “iPilot™ Platform”).

The iPilot™ Platform will give the Customer the capability/functionality as set out in Appendix A to these Service Definitions.

The Order Form will specify which of the following modules (“iPilot Modules”) the Customer will have access to within the iPilot™ Platform:

- Teams Voice via Direct Routing (giving the Customer access to Calling Plans, DDIs and optional hardware provisioning within the iPilot™ Platform) (the “Teams Direct Routing Module”)
- Teams Voice via Operator Connect (giving the Customer access to Calling Plans, DDIs and optional hardware provisioning within the iPilot™ Platform) (the “Teams Operator Connect Module”)
- Zoom Phone (giving the Customer access to Calling Plans, DDIs, Zoom Phone User Licences and optional hardware and add-on licences) (the “Zoom Module”)

Descriptions for Calling Plans, DDIs, hardware and licences are provided within the iPilot™ Platform. These elements will be subject to terms and conditions set out within the iPilot™ Platform (available <https://www.exponential-e.com/customer-terms>) and give rise to a separate contractual arrangement between the Customer and Exponential-e.

2. iPilot™ Onboarding

The following onboarding option is available and when selected by the Customer will be stated on the Order Form:

Onboarding Services	Description (Info)
iPilot™ Onboarding	Customer Onboarding training for the iPilot™ Platform. Based on half (½) Day of Professional Services training to be delivered remotely. Charges will be set out in the associated Order Form. Includes iPilot™ Platform access setup and overview, walkthrough on training modules and supporting documentation for portal navigation, demonstration of the configuration of users, allocation of DDIs and optional components being consumed.

The following optional chargeable Professional Services add-ons are available where support is required by the Customer during the onboarding process and when selected by the Customer will be stated on the Order Form:

Professional Services	Breakdown	Items Provided
Consultation	Consultation	Consultation to work with the Customer to define business outcomes. The output is an updated scope of works. The number of Days will be specified on the Order Form.
Adoption	Admin Training	Admin training to be delivered remotely. The number of Days will be specified on the Order Form.

Following completion of the onboarding, the Customer will be responsible for accessing the iPilot™ Platform and using the iPilot™ Platform setup wizard and management modules to support the entire lifecycle for the cloud-based unified communications platform including:

- Migration to chosen UC platform;
- Deployment of users, groups, numbering, hardware and value add-on services;
- Capacity management including moves, adds, changes and deletion of users, groups, numbering and values add-on services;

- Support of users, groups and value add-on services; and
- Analytics aligned to the UC platform of choice including voice traffic and related metrics.

3. Target Service Commencement Date

iPilot™: 5 Working Days*

* From order acceptance. Lead times are estimates and are dependent on whether the Onboarding option is chosen by Customer.

4. iPilot™ Platform Service Level Agreement

Availability

The iPilot™ Platform availability is defined as the ability to send or receive SIP traffic to the public switch telephone network (PSTN) and onwards to the designated UC platform:

	Target Availability
iPilot™ Platform	99.99%

iPilot™ Platform availability is measured from the time Customer opens a support ticket with Exponential-e until the iPilot™ Platform availability is restored. In the event that the iPilot™ Platform is unavailable, the Customer will be entitled to claim a service credit based on the cumulative unavailability in a given calendar month as set forth in the following table:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:90:00	0%
00:90:01 - 02:30:00	5%
02:30:01 - 04:00:00	10%
04:00:01 +	15%

SLA Exclusions

For purposes of calculating Service Level Credits, in addition to the Excused Reasons set out in the main body of this Service Document, the duration of the following events shall be excluded from the measure of the iPilot™ Platform's performance:

- Outages, faults or service degradation caused by the Customer's network, third party interconnection, applications (including unified communication cloud platforms), equipment and/or facilities;
- Outages, faults or service degradation due to hardware failures in the iPilot™ Platform;
- Outages faults or service degradation due to software or network issues outside the control of the iPilot™ Platform provider or Exponential-e;
- During scheduled or emergency maintenance of the iPilot™ Platform.

5. Additional Terms

The following terms apply to the provision of the Service by Exponential-e in addition to the Exponential-e General Terms.

5.1 Grant of Licence

5.1.1 The Customer is granted a limited, non-exclusive, non-transferrable licence to use the iPilot™ Platform provided always that:

- The iPilot™ Platform shall be used by the Customer for its own business purposes only; no reselling or distribution of the iPilot™ Platform is permitted; and
- The Customer and its users shall comply with the terms of the Contract.

For the avoidance of doubt, no other rights are granted to the Customer in respect of the iPilot™ Platform and Exponential-e and its underlying providers reserve all other rights in the iPilot™ Platform including the Intellectual Property Rights therein.

5.2 Reserved Rights

5.2.1 Exponential-e reserves the right:

- 5.2.1.1 To modify the features and functionality of the iPilot™ Platform but will not materially reduce or discontinue core functionality or features without prior notice to the Customer; and/or
- 5.2.1.2 To change or discontinue provision of the iPilot™ Platform on advance notice to the Customer; and/or
- 5.2.1.3 To suspend delivery of the iPilot™ Platform (in whole or in part) if Exponential-e reasonably concludes that the Customer's use of the iPilot™ Platform is causing immediate and ongoing material harm to Exponential-e or Exponential-e's suppliers and/or customers; and/or
- 5.2.1.4 To transfer Customer data to the underlying provider of the iPilot™ Platform (Nuwave Communications Limited, ("Nuwave")) solely in connection with the provision of the iPilot™ Platform as necessary for the provision and/or use of the iPilot™ Platform.
- 5.2.1.5 but is not obligated, to (i) monitor and review Customer's use of the iPilot™ Platform, including to ensure the Customer's compliance with the Contract; (ii) reject, refuse to transmit, block, or remove any content (including Customer Data); and (iii) access, read, preserve, or disclose any information that Exponential-e reasonably believes is necessary to (a) comply with applicable law, regulation, legal process, or government request, (b) enforce the Contract, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to the Customer's support requests, or (e) protect the rights, property or safety of Exponential-e, its suppliers, its customers, its customers' end users, and/or the public. The Customer agrees to provide Exponential-e with any information Exponential-e reasonably requests to investigate and resolve issues relating to Customer's Account.

5.3 Additional Customer Obligations

5.3.1 The Customer shall:

- 5.3.1.1 comply with the Nuwave acceptable use policy (available at <https://nuwave.com/policies>);
- 5.3.1.2 notify Exponential-e immediately of any unauthorized use of any password or user id or any other known or suspected breach of security in relation to the iPilot™ Platform; and
- 5.3.1.3 report to Exponential-e immediately and use reasonable efforts to stop any unauthorized use of the iPilot™ Platform that is known.
- 5.3.1.4 obtain at its own expense any governmental or regulatory consents or certifications with respect to the utilization of the iPilot™ Platform as contemplated by the Contract;

5.3.2 The Customer shall not:

- 5.3.2.1 reverse engineer, disassemble, decompile, decode, or adapt the iPilot™ Platform, or otherwise attempt to derive or gain access to the source code or algorithms of the iPilot™ Platform, in whole or in part;
- 5.3.2.2 use the iPilot™ Platform for illegal or fraudulent use;
- 5.3.2.3 remove, obscure, or alter from the iPilot™ Platform any titles, trademarks, or copyright, patent, or other proprietary or restrictive legends or notices, or any end user warning or advisory, affixed to or contained therein or thereon;
- 5.3.2.4 export or re-export all or any part of the iPilot™ Platform in violation of any export control Laws of the United States or any other relevant jurisdiction;
- 5.3.2.5 modify, correct, adapt, translate, enhance, or otherwise prepare or create any derivative works or improvements of the iPilot™ Platform;
- 5.3.2.6 use the iPilot™ Platform to transmit, distribute or store content or messages (including e-mail messages) which are illegal, proprietary, or potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); fraudulent or misleading (including but not limited to false, deceptive or misleading statements, claims, or representations); and unsolicited e-mail messages or SMS messages where such messages could reasonably be expected to provoke complaints (SPAM), as determined by Exponential-e in

Exponential-e's sole reasonable discretion;

- 5.3.2.7 use the iPilot™ Platform to (a) intentionally interfere with or (b) cause damage to, any other customer of Exponential-e, any other user of the iPilot™ Platform or any interconnected networks.

5.4 Customer Accounts and Security

- 5.4.1 The Customer may be required to provide certain information, including but not limited to, name, address, phone number, email address, security question and/or answers) in order to use the iPilot™ Platform ("Registration Information"). The Customer hereby grants to Exponential-e permission and a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, transferable right (to Nuwave) and license to copy, reproduce, store, record, disclose, transmit, display, access, and use Registration Information in connection with the activation, provision, support, improvement, administration, or management of the iPilot™ Platform or otherwise permitted by Laws. The Customer represents and warrants that all Registration Information provided to Exponential-e by or on behalf of the Customer or any user will be true, accurate, current, and complete, and that the Customer will promptly confirm, update, or supplement Registration Information on file upon Exponential-e's request or in the event that such Registration Information changes.
- 5.4.2 The Customer may designate an entity as an Account Administrator(s) of the Customer's iPilot™ Platform account (the "Customer's Account"). "Account Administrator(s)" means users designated by Customer as Administrators who have rights to set or modify the settings or preferences of other users of the Customer's Account. "Administrative User(s)" will be construed accordingly. The Customer is solely responsible for (i) all acts and omissions of Customer's Account Administrators, and any other Customer users of the iPilot™ Platform, including without limitation any changes or purchases such individuals may make to Customer's Account and (ii) for updating and maintaining Administrative User accounts. The Customer acknowledges and agrees that Customer users that Customer designates as Account Administrators may have the ability to make purchases and enter into transactions on Customer's behalf and/or to perform acts related to things ordered within the iPilot™ Platform, or the Customer's Account, including things that may significantly affect the Customer including without limitation adding, removing, or modifying numbers or extensions assigned to an Account; payment method(s); making changes to software or hardware; adding, removing, or modifying ancillary services; and/or modifying settings. The Customer is responsible for any such changes made to Customer's Account by Customer's Account Administrators. The Customer agrees to maintain sole and exclusive control over Customer access to the iPilot™ Platform, Customer's Account and Account Administrators at all times and to ensure that all Account rights, permissions, information and settings, and all use and usage, are effectively managed and updated as necessary to utilize the iPilot™ Platform and to prevent any unauthorized access to, use or usage of, or transaction or activity through or relating to Customer's access to the iPilot™ Platform. Exponential-e shall not be liable for any loss of data, feature or functionality caused directly or indirectly by the Administrator User's acts and omissions or for the Customer's failure to update and maintain Administrative User Accounts.
- 5.4.3 The Customer is responsible for the activities of all its users who access or use the iPilot™ Platform through the Customer's Account and the Customer agrees to ensure that any such user's will comply with the terms of the Contract. Exponential-e assumes no responsibility or liability for violations by the Customer or its users. If the Customer becomes aware of any violation of the Contract in connection with use of the iPilot™ Platform by any person, the Customer shall promptly notify legal@exponential-e.com. Exponential-e may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing or terminating accounts and/or user profiles. Under no circumstances will Exponential-e be liable in any way for any data or other content utilized while using the iPilot™ Platform, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.
- 5.4.4 The Customer is solely responsible for all fees and/or any other charges incurred by the Customer's Account relating to the iPilot™ Platform, whether incurred by the Customer, Customer's users or third parties, even if

such fees and/or other charges were incurred through or as a result of fraudulent or unauthorized use of the Customer's Account.

- 5.4.5 The Customer agrees to be financially responsible for Customer's use of the iPilot™ Platform, including the authorized or unauthorized use of Customer's Account.
- 5.4.6 Upon any termination or suspension of Customer's Account, Exponential-e may immediately deactivate or delete Customer's Account and all related information and files in Customer's Account and/or restrict any further access to such files, information, or the iPilot™ Platform. Exponential-e shall not be liable to Customer or any third party for any reason for terminating or suspending Customer's use or access to the iPilot™ Platform. If the Customer or Exponential-e terminates or suspend the Customer's right to use the iPilot™ Platform, the Customer shall not be entitled to any refund or pro-ration of any pre-paid amounts or other amounts paid to Exponential-e prior to the termination or suspension date.
- 5.4.7 The Customer is responsible for maintaining the security of its internal network from unauthorized access. Exponential-e shall not be liable for unauthorized access to the Customer's network or other breaches of Customer's network security.

5.5 Liability and Indemnity

- 5.5.1 To the maximum extent permitted by applicable Law, Customer shall indemnify and hold harmless, individually and collectively, Exponential-e, its affiliates, agents, and Nuwave, and their officers, directors, managers, employees, and shareholders (the "Indemnified Parties") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys' fees and dispute resolution expenses) arising from or related to: (i) the use of or reliance upon the iPilot™ Platform by Customer or any third party acting with Customer's permission, knowledge, authority or direction; (ii) a breach of the Contract by the Customer, or any Customer user; (iii) any negligent acts, omissions to act or wilful misconduct by the Customer or any third party acting with the Customer's permission, knowledge, authority or direction; (iv) the inability to use the iPilot™ Platform or failure or outage of the iPilot™ Platform for any reason; (v) the use of the iPilot™ Platform in connection with a violation of any Laws; or (vi) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, Intellectual Property rights, rights of privacy, and rights of publicity and personality.
- 5.5.2 The Customer shall indemnify, defend and hold Exponential-e harmless from any and all claims (including claims by any governmental authority seeking to impose penal or criminal sanctions) (i) relating to Customer's use of the iPilot™ Platform; and/or (ii) claims arising from Customer's breach of Clause 5.3.2 above.
- 5.5.3 EXPONENTIAL-E'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH THE iPilot™ PLATFORM (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE SERVICE CREDITS DUE.
- 5.5.4 CLAUSE 13.8 OF THE GENERAL TERMS SHALL NOT APPLY TO THIS SERVICE. ANY LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER OR PURSUANT TO THE CONTRACT IN RESPECT OF THIS SERVICE WHICH IS NOT (I) UNLIMITED UNDER CLAUSE 13.4 OF THE GENERAL TERMS, (II) NOT CAPPED UNDER CLAUSE 13.5 OF THE GENERAL TERMS AND (III) NOT EXCLUDED UNDER CLAUSE 13.6 AND/OR CLAUSE 13.7 OF THE GENERAL TERMS, SHALL NOT IN ANY EVENT EXCEED IN THE AGGREGATE UNDER THE CONTRACT ONE HUNDRED PERCENT (100%) OF THE TOTAL CHARGES PAID BY THE CUSTOMER UNDER THE CONTRACT REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM A BREACH OF CONTRACT, IN TORT OR OTHERWISE.
- 5.5.5 THE CUSTOMER'S LIABILITY FOR WILFUL DEFAULT AND/OR BREACH OF CLAUSE 5.7 BELOW IN RESPECT OF THE iPilot™ PLATFORM SHALL BE UNLIMITED UNDER THE CONTRACT AND CLAUSE 13.8 OF THE GENERAL TERMS SHALL BE CONSTRUED ACCORDINGLY.
- 5.5.6 ANY ACTION BY EITHER PARTY IN RESPECT OF THE IPLIOT PLATFORM MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR SUCH ACTION SHALL BE BARRED.

5.6 Third-Party Beneficiaries

5.6.1 Nuwave are intended third-party beneficiaries of the Contract insofar as it pertains to the iPilot™ Platform to the extent permitted by Laws.

5.7 Export Compliance

5.7.1 The Parties acknowledge that the iPilot Platform and training may be subject to export control and sanctions laws and regulations of the United States and other countries, and any use or transfer of the Service(s), applications, products and technical information must be in compliance with all applicable regulations. The Customer shall not use, distribute, transfer, or transmit the iPilot Platform or training materials except in compliance with all applicable export control and sanctions regulations.

Appendix A

In addition to any services as set forth in this Service Definition and subject to the terms of the Contract, Exponential-e may provide Customer any of the following requested services (collectively the “Services”):

iPilot™ Platform Services

Exponential-e can provide the Customer a license to utilise its iPilot™ cloud platform as a service to support the entire lifecycle for business cloud-based unified communications platform including migration, deployment, capacity management, support, analytics, and integration automation while solving for carrier hosted SBCs, on-premises SIP trunks, or bring your own SBCs, carriers, and operators.

Voice Calling Plan Service

Exponential-e can provide the Customer a Voice Calling Plan Services and the Voice Calling Plan Options:

- **Call Path Calling Plan for UC:** Exponential-e can provide unlimited users a per call path calling plan solution with fixed outbound minutes per call path utilising applicable certified SIP Trunks/concurrent call paths/channels and redundancy. Each concurrent Call Path includes fixed outbound minutes (all other outbound minutes are subject to the applicable Voice Rates), unlimited inbound minutes and unlimited between users of the applicable OEM UC Cloud Platform. In addition, iPilot™ Services are included as part of the Call Path Calling Plan. The applicable Voice Rates, dial codes and billing increments are available on request.
- **Unified Voice Calling Plan for UC:** Exponential-e can provide a per user calling plan solution and includes the applicable minutes per user, 1 DID per user (Ported or New). In addition, iPilot™ Platform Services are included as part of the Unified Voice Calling Plan. The applicable Voice Rates, dial codes and billing increments are available on request.
- **SIP Trunks:** Exponential-e can provide Session Initiation Protocol (SIP) trunking as a communications service provision that uses an application layer protocol to steer voice over IP connectivity. Select Voice Calling Plan Add-On service options are available. The applicable Voice Rates, dial codes and billing increments are available on request.

Available coverage for Voice Services

The Call Path and Unified Voice Calling Plans set forth above are currently available across multiple countries for the applicable dial codes and are available on request.

Voice Calling Plan Add-On Options

In addition to the Voice Calling Plan Services as set forth above, Exponential-e offers the following Calling Plan add-on options:

- **Direct Inward Dial Numbers** (new, ported or temporary): Customer can order local domestic direct inward dialling numbers to be assigned to Customer’s End Users via the Session Initiated Protocol (“SIP”) connection between Exponential-e and Customer. Number porting is subject to the Exponential-e Number Porting Policy which is found in the Service Document for Voice Services (available at <https://www.exponential-e.com/customer-terms>).
- **Standard Emergency Services:** basic or enhanced emergency services is required to be enabled by Customer.
- **Inbound Caller ID Name Display:** Enables caller ID information (where available) to be displayed for incoming callings to the Customer’s End User.
- **Outbound Caller ID Name:** Customer has the option to select Main outbound Caller ID Name Display or Individual outbound Caller ID.
- **Outbound International Calling:** Customer can enable its End Users to make outbound international and offshore calls as part of the then-current rate card.
- **Toll Free Numbers** (New or Ported): This option enables Exponential-e to provide new or ported domestic or international inbound off-net toll-free number voice services through (i) International Toll-Free Services (“ITFS”); (ii) Domestic Toll-Free Services (“DTFS”); and/or (iii) Universal International Freephone Numbers (“UIFN”).



Customer Premise Equipment Ordering Through Exponential-e

Exponential-e can enable Customer to order select IP desk phones, handsets, headsets, equipment and other hardware products directly related to the Services and which may be procured for Customer by Exponential-e through its third-party vendors and any terms of use, warranty and indemnification rights provided by the manufacturer and/or third-party vendor shall be passed through to Customer. Exponential-e is not responsible for installation or professional service support unless expressly set forth in a Service Description.

Professional Services

Exponential-e can provide custom professional services related to the deployment, management, integration and/or support for the Services on an hourly or fixed rate basis as per a provided Service Description and/or Statement of Work ("SOW").

Microsoft Teams Platform Connection Options

The following deployment options are available to Customer for the Microsoft Teams Platform:

- **Direct Routing:** The Teams Direct Routing deployment is a complete end-to-end UCaaS solution option which enable voice communications between the Customer's Microsoft Phone System and the Public Switched Telephone Network (PSTN) through a direct route by integrating Customer's Phone System (Cloud PBX by Microsoft) with Exponential-e's multi-tenant Cloud Session Border Controller (SBC) and Exponential-e's network directly through SIP trunks over the public Internet. Voice communications services, billing and support services are provided by Exponential-e.
- **Microsoft Operator Connect:** The Microsoft Teams Operator Connect deployment option enables Customer's administrators using the Teams Operator Console (admin account) to directly choose and administer their voice communications services from a Microsoft approved Operator Connect service provider (Exponential-e) which has a direct peering connection between its SIP Trunking infrastructure and the Teams Services platform leveraging Microsoft Azure Peering Services (MAPS) based on standardised Operator Connect SLAs. Voice communications services, billing and support services are provided directly to the Customer by Exponential-e or a Microsoft approved Operator Connect service provider.

Zoom Phone

The Zoom Phone deployment is a complete end-to-end UCaaS solution option which enable voice communications between the Customer's Zoom Phone platform and the Public Switched Telephone Network (PSTN) through a direct route by integrating Customer's Zoom Phone platform with Exponential-e's multi-tenant Cloud Session Border Controller (SBC) and Exponential-e's network directly through SIP trunks over the public Internet. Voice communications services, Zoom Licenses, billing and support services are provided by Exponential-e.