



Schedule 1

Glossary to the BluIP Master Subscription Agreement

To avoid doubt or confusion in interpreting the Agreement, the following interpretations shall apply under the Agreement. The phrase "Customer will" or "You or "you" will" has the same meaning as "Customer must" or "You or "you" must," respectively, and the phrase "[party] may" has the same meaning as "[party] has the contractual right to." Actions described herein as being taken "under the Agreement" must be taken in a manner consistent with the Agreement's requirements. The words, "purchase", "sale", "sell" or "sold" means: (a) with respect to Equipment, any sale, lease, rental or other transfer of such Equipment; (b) with respect to any software, the granting of a limited license to use the software; and, (c) with respect to the Services and/or the Professional Services, the provision of a right to access and use such service as permitted by the Agreement for the applicable Subscription Term(s).

Please note that the categories of Blulp offerings in the Service Order and other terms employed in the Service Order do not necessarily correspond to the defined terms. For example, "Type" as identified in the Service Order does not necessarily correspond to the categories of Blulp offerings as defined in this MSA (e. g., "Professional Services," "Services," "Initial Service Items" and "Equipment"). In the event of inconsistency, the categories of Blulp offerings and other defined terms employed as defined in this MSA, will prevail and be controlling under the Agreement. Without limiting the foregoing, this order of precedence applies to all Service Orders, such that regardless of any term employed or "Type" therein designated, the category of Blulp offering or the defined term shall be that which is set forth under this MSA.

The following terms used in the Agreement have the meanings given them below:

- 1. "Agreement":** as used in this Master Subscription Agreement, all promises, terms and conditions of the parties contained in this Master Subscription Agreement (also known as "MSA"), any Business Exceptions, each Service Order, each Statement of Work (also known as an "SOW") all other incorporated addenda, exhibits, attachments, schedules and the like (other than product brochures and other marketing collateral and service descriptions) including the [Policies](#).
- 2. "Affiliate":** Any person or entity that Controls, is Controlled by, or is under common Control with another (with "Control(s)" and "Controlled" meaning ownership of 50% or more of the voting control of any person or entity).
- 3. "Agreement Term":** The term during which the Agreement is effective. The Agreement Term commences upon Effective Date, and ends upon completion of the Services unless earlier terminated by either party in accordance with the Agreement.
- 4. "Blulp Communications Service":** Session initiation protocol trunking, hosted applications, connectivity (commonly known as) or hybrid services providing cloud-based telecommunication services.
- 5. "Blulp Unified Communications as a Service" or "Blulp UCaaS":** means a cloud-based set of communications products that provides a unified user interface and user experience across multiple devices and media types implemented using the Blulp Communication Services.
- 6. "Commencement Date":** The date which is the soonest of: (a) Customer's first use of the Services or the Equipment; (b) a Support Ticket or other emailed or posted notification, accessible by Customer, indicates that the Service or Equipment has been delivered; (c) the Intended Commencement Date; or (d) upon the elapse of the number of days from and after the execution of the Agreement, as specified in the "Commencement" section of the Agreement. The Commencement Date will be deemed to have occurred regardless of whether the Service is in a Ramp/Phase-In Period or fully delivered; provided that unless the parties have agreed to the contrary, during a Ramp/Phase-In Period, the Subscription Term will not have begun to commence upon the Commencement Date until the Service is fully delivered. That said, billing shall begin upon the Commencement Date regardless of partial or full delivery of the Service.
- 7. "Confidential Information":** Any information disclosed by one party to the other party, or otherwise learned by the recipient from the discloser, marked "confidential" or disclosed or learned under circumstances that would lead a reasonable person to conclude that the information was confidential. Notwithstanding the foregoing, Blulp Confidential Information includes but is not limited to the Services and the terms of the Agreement. Customer Confidential Information includes but is not limited to Customer Data and Sensitive Information. In addition, whether or not marked "confidential" or otherwise identifiable as confidential, the following information shall be deemed Confidential Information of the discloser: inventions, product development plans, education materials, pricing, marketing plans, and customer lists and customer information.

8. "Controlled Content": Any of the following types of personal data: (a) financial account or payment or credit card information, including information regulated under the Gramm-Leach-Bliley Act; (b) patient, medical, or other information related to an individual's physical or mental health, and the provision of or payment for health care, whether regulated by HIPAA or any similar federal, state, or local laws, rules, or regulations; (c) government-issued identifications; or (d) other information as specified in the applicable Service Description. "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented, and the regulations thereunder.

9. "Critical Vendor": A 'critical vendor,' as such term is defined in the Bankruptcy Code, under which the debtor seeks authority to make payment of all or a significant portion of certain vendors' unpaid pre-petition claims.

10. "Customer": the person identified on the applicable Service Order. If two (2) or more persons or entities are identified as Customers on such Service Order, the liability between or amongst said Customers shall be joint and several.

11. "Customer Data": (a) All non-anonymized/non-pseudo-anonymized/non-de-identified data submitted to and/or transmitted through the Services by Customer or Users; and (b) the non-anonymized/non-pseudo-anonymized/non-de-identified content of any reports generated by the Services regarding Customer's use of the Services.

12. "Customer Resources": Any or all of Customer's data, applications Customer's or third party's, equipment, including any remote computers and devices, and any wireless or wired Internet connection and network.

13. "Derivative Work": A new or modified work that is based on or derived from all or any part of the Services, including without limitation, a revision, modification, translation, localization, adaptation, abridgment, port, condensation or expansion, in any form or language, of the Services, or any work that would infringe any copyright if created without the authorization of the copyright holder or any other intellectual property right in the Services or that uses trade secrets or other Confidential Information, or patents or other intellectual property embodied in, made a part of, referenced, based upon or used by the Services.

14. "Effective Date": The effective date of the Agreement (and any incorporated document), which is the date of the last signature of, or as otherwise stated in, the first linking Service Order.

15. "Equipment": Third party devices and other products provided on a pass-through basis without warranty from BlulP.

16. "Existing Intellectual Property": Any and all technology, know-how, software, data, ideas, formulas, processes, charts, Confidential Information, and any other materials or information and any and all worldwide intellectual property rights therein and thereto: (a) owned or controlled by a party on the Effective Date or (b) developed by a party outside the scope of the Agreement and which does not use the other party's Existing Intellectual Property or Confidential Information.

17. "Feedback": Any suggestions, enhancement requests, recommendations, report, feedback, proposals, anonymized/pseudo-anonymized/de-identified statistical data or other information concerning the Services provided by Customer to BlulP hereunder. Notwithstanding anything to the contrary herein contained, in no event shall Feedback be deemed Customer Existing Intellectual Property unless such Feedback existed on or before the Effective Date. Feedback shall not be deemed to include any disparagement or similar material in respect of the Services.

18. "Force Majeure": Delays or failures on performance resulting from acts beyond the control of a party. Such acts include natural or human-made disaster, epidemics, pandemics, war, labor or other governmental or civil controversy, uprising or assembly, Laws effective after the Effective Date, encumbered intellectual property rights, Services or third party service blockades, denial-of-service attacks, communication line failures, power failures, fire, theft, shortages, inability to obtain materials, shipping, storage or space, breakdowns, delays or interruptions of carriers and/or other third parties, warehouses, devices, Equipment, manufacturers, or suppliers, including providers of telecommunication services or other facilities.

19. "Indemnify": (and all forms of the word (e. g. **Indemnification**): Agreement to indemnify, hold harmless, and defend the other party and its Related Parties (and Customer's Indemnification of BlulP shall also extend to BlulP's suppliers) from and against any and all third-party claims, demands, sums of money, actions, rights, causes of action, obligations, allegations and liabilities of any kind or nature whatsoever, and from any resulting liabilities, damages, losses, and costs (including, but not limited to, attorney fees, costs and

disbursements) arising from or relating, directly or indirectly, to the use, act, omission, or manner set forth as the subject of and giving rise to the claim.

20. "Input": Any content data and other input Customer provides the Services

21. "Initial Service Item": Items that may be necessary to activate Service such as "special construction," "service activation" or "provisioning." Initial Service Items are neither Professional Services nor Services.

22. "Initial Subscription Term": The minimum term of a particular Service beginning as of the Commencement Date of such Service, and continuing for the duration set forth in the applicable Service Order.

23. "Intended Commencement Date": The date set forth in the applicable Service Order as the date the parties reasonably intend the Initial Subscription Term to begin. The parties acknowledge and agree that an Intended Commencement Date may not be stated where a Phase-In Period will occur.

24. "IT Service": Data and video network services, and managed information technology services.

25. "Law(s)": All federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters, treaties, conventions, official releases and the like of any territorial division, of or by any government, or any authority, department or agency thereof or self-regulatory organization ("SRO"). For purposes of the Agreement, Laws shall also include all generally accepted accounting principles ("GAAP") as such principles may be modified during the Term by the Public Company Accounting Oversight Board or other applicable authorities.

26. "Malicious Code" Any virus, worm, trojan horse, spyware, adware, rootkit, scareware, rogueware, ransomware, backdoor, trap door, logic bomb, Disabling Code or similar item intended to cause or capable of causing undesired effects, security breaches and/or damage to a system or a system's contents.

27. "Marks": BlulP's or its Related Party's websites, corporate names, service marks, trademarks, trade names, logos, domain names and the like.

28. "Minimum Commitment Fees": The minimum Fees set forth in a Service Order, defining the scope of Customer's purchase commitment for the Subscription Term. Minimum Commitment Fees may be set forth for a monthly, annual, biannual or other basis. Fees incurred during the period of time per which the Minimum Commitment Fees are assessed in excess of the Minimum Commitment Fees will not roll-over to reduce minimums in any other period. If Minimum Commitment Fees are set forth on a basis other than monthly, the Minimum Commitment Fees will be: (a) recalculated on a monthly basis for the purpose of assessing Service Availability Credit pursuant to a Service Level Agreement; and, (b) unless otherwise stated in the Agreement, true-up calculations to determine whether the Minimum Commitment Fees have been met will be conducted on a quarterly basis.

29. "Monthly Recurring Charges": monthly charges for Services Subscription

30. "Non-Recurring Charges": one-time or other non-recurring charges for Equipment, Professional Services, other charges required to complete the construction, activation, set-up or provisioning of any local access facilities and other non-recurring charges.

31. "Output": Output Customer receives based its use of the Services.

32. "Professional Services (or PS)": The professional services described in a Statement of Work or Service Order executed by the parties.

33. "Ramp/Phase-In Period" Time period usually prior to the applicable Commencement Date, during which reduced Services (i. e., less that the total Subscription) are provided.

34. "Recordings": Recorded inbound or outbound voice calling service transmission performed by Customer, via the Services (including e. g., voicemail).

35. "Related Parties": A party's past, present and future officers, directors, employees, and other personnel, agents, insurers, reinsurers, servants, attorneys, parent company, subsidiaries and affiliates.

36. "Renewal Term": Each Subscription Term following the Initial Subscription Term. Each Renewal Term commences upon the anniversary date of the commencement of the Initial Subscription Term, and unless set otherwise set forth in an applicable Service Order, continues for periods equal to one year.

37. "Sensitive Information": All sensitive or Confidential Information used in connection or transmitted by the Services including but not limited to personal health information (PHI), personally identifiable information (PII) and credit card information.

38. "Service Availability Credit" The remedy BlulP will provide for a Valid Claim (as defined in the SLA). The Service Availability Credit will be applied in the form of a credit as set forth in the Agreement.

39. "Service Level Agreement": An agreement to perform services in accordance with specific availability metrics, subject to a defined set of remedies.

40. "Service Order": The ordering document to be utilized under the Agreement which shall set forth the Services and Equipment ordered, the price, whether a Phase-In Period will occur, the duration of the Initial Subscription Term Service, the Minimum Commitment Fees, the Intended Commencement Date, and any Service-specific terms and conditions ("Business Exceptions"). Each Service Order will be deemed an attachment to and governed by this Master Subscription Agreement. The term "Service Order" shall be deemed to include reference to new Service Orders and/or Change Orders.

41. "Services": All or any of the BlulP Communication Services and/or BlulP UCaaS together with the IT Service, but excluding (i) Third party Software that is not provided by BlulP (access to third party applications by url are not deemed to be provided by BlulP); (ii) Professional Services; and (iii) Equipment.

42. "Software": The firmware, plug-ins and software included in or associated with any BlulP Equipment or Services, all updates, upgrades, patches, and fixes thereto and/or Derivative Works thereof

43. "Subscription": Term-based grant, for a specified time to use a specific quantity and type of Services, all listed in the applicable a Service Order in accordance with the Agreement. Subscriptions exclude non-recurring services such as decommissioning Customer's use of the Service, migration of Customer Data, and storage and retrieval of records associated with Customer's use of the Services.

44. "Subscription Term": The Initial Subscription Term and each Renewal Subscription Term, collectively or individually.

45. "Support": The maintenance and support of the Services, subject to the then-current BlulP Support terms and policies.

46. "Taxes": Any direct or indirect local, state, federal or foreign taxes, levies, duties, surcharges, tariffs (including pricing increases as a result of tariffs) or similar governmental assessments of any nature, including regulatory fees (such as USF), fines, penalties, value-added, use or withholding taxes. Taxes shall not include charges based upon BlulP's income, assets or net worth or that of its employees.

47. "Third-Party Applications": Third party or Customer-developed online, Web-based applications and offline software products that are provided by Customer or third parties, that may or may not interoperate with the Services.

48. "User": An individual or a device (a) who/which, subject to the terms and conditions of the Agreement (i) is authorized by Customer; and, (ii) has been supplied a User identification and password(s) by Customer to access the Services on Customer's behalf; (b) for whom/which a Subscription to the Services has been purchased or selected by Customer to access the Services. Users may include employees, consultants, contractors and agents of Customer, BlulP-authorized devices or third parties with which Customer transacts business. A User may be enabled or actual. An enabled User is a unit of the Services enabled for use by a User, and deemed a User regardless of whether the User is actually using the Services.