

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**MSA** or “**Agreement**”) is by and between Quality Voice & Data, Inc., and its affiliates which may provide a portion of the Service, with offices at 102 Grant Street, Aurora, NE 68818 (collectively “**QVD**”) and Comprehensive Community Health Centers (“**Customer**”)

Located at: 801 S Chevy Chase Dr, Suite 20

Effective as of 1-1-2022 on a month to month basis. QVD and Customer are collectively referred to herein as “Parties” and individually as a “Party.”

In consideration of the mutual promises herein, QVD and the Customer agree:

1. **SERVICES PROVIDED.**

- 1.1 QVD agrees to provide, and Customer agrees to accept and pay for, those services (the “**Services**”) as may be requested by Customer and accepted by QVD in accordance with the terms of this Agreement, Service Order(s) (as defined below) submitted by the Customer to QVD, and QVD’s prevailing price lists. Customer shall request services by submitting to QVD a Service Order for each Service requested. Initial Service Orders agreed to by the Parties are attached to this MSA. Service Orders submitted by the Customer shall be on the forms for such Services provided by QVD or through QVD’ order processing system (hereinafter “**Service Orders.**”) All Service Orders are subject to the terms and conditions of this MSA. In the event of an inconsistency among terms in the MSA, the Service Orders, the order of priority given to terms shall be first this MSA, then the Service Order.

2. **TERM.**

- 2.1 This Agreement is effective on the Effective Date and shall continue for a period of one (1) year from the date Services are first utilized by Customer (“**Service Commencement Date**”, as determined by QVD’s records) (the “**MSA Initial Term**”), with a monthly minimum charge of \$0 (per attached Service Orders). Additionally, a term will be selected by Customer for each Service as specified on the Service Order (the “**Service Order Initial Term**”), *provided, however*, that if QVD deems it necessary to discontinue offering a particular product or Service provided under this Agreement during the Service Order Initial Term, then QVD may terminate such Service upon ninety (90) days prior written notice to Customer. The Service Order Initial Term starts on the Service Commencement Date.
- 2.2 This Agreement renews automatically for successive one (1) year periods at the expiration of the MSA Initial Term, unless cancelled by either Party giving at least thirty (30) days’ notice prior to the expiration of the then current term. Notwithstanding the foregoing, this Agreement shall not expire for so long as QVD continues to provide Services under this Agreement or Service Order, but shall remain in full force and effect until all such Services have terminated, *provided, however* that no new Services may be initiated following notice of cancellation by either Party.
- 2.3 At the end of the Service Order Initial Term (or any extension) for any Service (in either case the “**Service Expiration Date**”) the term for that Service Order will automatically be extended on a month-to-month basis until terminated by either Party upon thirty (30) days written notice to the other. If a Service renews on a month-to-month basis in accordance with this Section, then QVD shall have the right to increase the rates and charges for that Service (including charges for any associated local access circuits) upon written notice to Customer as specified in the applicable Service Order, failing which, such rate changes shall take effect upon seven (7) days written notice.
- 2.4 Termination/disconnection requests by Customer must be made by submitting a completed Service Disconnect Request Form to QVD at: orders@qualityvoicedata.com. Service Disconnect request forms are available upon request from QVD. All such termination/disconnect requests shall take effect within ten (10) days after receipt and acknowledgement by QVD. Nothing contained herein shall relieve Customer of applicable early termination penalties that may be due hereunder.

- 2.5 QVD reserves the right to modify any charges for Services as specified in the Service Order(s), failing which, such notification shall be upon seven (7) days prior written notice to Customer. Rate decreases and the offering of additional services may be effective immediately upon notice to Customer, and Customer may not terminate this Agreement or any Service Order except as otherwise provided in this Agreement or the Service Order. In the event QVD increases Customer's rates, Customer shall have the right to terminate the Service Order affected by such rate increase without penalty by giving QVD written notice on or before the effective date of the rate increase.

3. **CHARGES, BILLING AND PAYMENT.**

- 3.1 Commencing on the Service Commencement Date, Customer will pay the applicable charges for each Service as specified in the applicable Service Order. Monthly recurring charges ("MRCs") will be invoiced on a monthly basis in advance. Usage-based charges and non-recurring Charges ("NRCs") will be invoiced in arrears in accordance with Customer's Billing Cycle. If the Service Commencement Date for any Service falls on a day other than the first day of any Billing Cycle, the initial charge to Customer shall consist of (a) any applicable NRC; (b) the pro-rata portion of the applicable monthly charge covering the period from the Service Commencement Date to the first day of the subsequent Billing Cycle; and (c) the MRC for the following Billing Cycle.
- 3.2 Except as otherwise specified in a Service Order, invoices will be due and payable five (5) days from date of invoice ("Due Date") and will be paid by ACH. Any invoiced amount not properly disputed under Section 3.3 and not paid by the Due Date will bear a late payment charge at the rate of 1½% per month (or such lower amount as may be required by law) until fully paid.
- 3.3 Any billing dispute or request for a billing adjustment must be made in good faith and in writing within thirty (30) days of the invoice date. Any such request shall include detailed documentation to establish the basis for any adjustment. Documentation to be provided by Customer shall include, without limitation, the country/city, number of minutes, and/or rate that is subject to dispute and may include, call detail records ("CDR"). If the dispute is subsequently resolved in Customer's favor, then any resulting amounts due to Customer shall, as soon as practicable and provided Customer is not delinquent in payment or otherwise in default of this Agreement, be applied as a credit against a subsequent Customer invoices. Invoiced amounts not disputed by Customer in writing within thirty (30) days from the date of invoice will be conclusively deemed undisputed and accepted by Customer.
- 3.4 In the event charges due pursuant to any invoice are not paid in full by the Due Date or that QVD is unable to secure owed monies through ACH, QVD shall have the right to suspend all or any portion of the Services to Customer immediately ("**Suspension Notice**") until such time as Customer has paid in full all charges then due including any late fees or penalties. Following such late payment, QVD may require that Customer provides satisfactory assurance of its ability to pay for Services (i.e., deposit, guaranteed letter of credit, or other means as requested) and advanced payment of the cost of reinstituting Services prior to reinstating Service.
- 3.5 Monthly Credit Limit. Except as otherwise specified in a Service Order, QVD may, upon written notice, impose a monthly credit limit based on information found in a credit report (the "**Monthly Credit Limit**"). If such Monthly Credit Limit is put in place, Customer may not use any Service or combination of Services if such usage will result in the recurring charges applicable to such Service(s) in any month exceeding the Monthly Credit Limit. If Customer is delinquent in the payment of fees as set forth herein or if Customer's overall financial condition changes adversely (in QVD's reasonable business judgment) and QVD does not have security from Customer in an amount equal to Customer's highest invoice in the last six month period, QVD may require additional security of its choice from Customer of two times such amount. Customer shall provide such security within ten Business Days. QVD is not obligated to accept orders, provide or continue to provide any Services until any such security is received by QVD.

- 3.6 Cash Deposit. QVD reserves the right to require Customer to provide a Cash Deposit if Customer has a negative credit report or is in violation of this Agreement or is otherwise not in good standing, to be held as a guarantee for the payment of charges. The Cash Deposit does not relieve Customer of its responsibility for prompt payment of bills. Interest derived from the Cash Deposit will accrue with the Cash Deposit and QVD will be eligible to draw on such interest if required to cover the Customer's outstanding charges. QVD does not waive any of their rights or remedies by drawing upon the Cash Deposit to recover overdue or unpaid amounts. In the event that QVD draws upon the Cash Deposit, it may suspend the provision of Services until Customer replenishes it to its original value. If the Customer upgrades its Services, QVD may require additional Cash Deposit prior to the initiation of the upgraded Service.
- 3.7 Except for claims for indemnification, no action or proceeding against either Party will be commenced by the other Party more than one (1) year after the Service which is the basis for the action or proceeding is rendered, and each Party acknowledges that this limitation constitutes an express waiver by it of any rights under any applicable statute of limitations which would otherwise afford additional time.
- 4. TAXES, ASSESSMENTS AND REGULATORY CHARGES.**
- 4.1 Customer acknowledges that QVD computes all charges in any Service Order exclusive of any applicable federal, state, or local use, excise, gross receipts, sales, and privilege taxes, duties, fees, or similar liabilities ("**Additional Charges**"). Except to the extent Customer provides a valid exemption certificate in a form acceptable to QVD prior to the delivery of Service, Customer will be responsible to pay any other regulatory surcharges that QVD is required, or permitted, to invoice to Customer in connection with any Service, including, without limitation, permanent or temporary governmental fees or assessments unless Customer provides the appropriate certification to QVD that the Customer will make payments directly to the applicable agency assessing the fees. It is the Customer's sole responsibility to supply tax-exempt documentation, if applicable, failing which Customer will be billed accordingly.
- 5. TERMINATION AND TERMINATION CHARGES.**
- 5.1 If a Commission, the North American Numbering Plan Administrator ("**NANPA**") or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of materially increasing QVD's cost to provide Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively "**Change in Law**"), or any transaction contemplated by this MSA shall become impracticable or impossible, the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision. Should the Parties not be able to agree on modifications necessary to comply with the Change in Law within thirty (30) days after the Change in Law is effective, then, upon written notice, either Party may, to the extent practicable, terminate that portion of the Agreement impacted by the Change in Law.
- 5.2 QVD may suspend or terminate this Agreement, any Service, or both, immediately if Customer (a) breaches this Agreement, (b) fails to make any payment due under this Agreement, (c) fails to provide security or additional security within the timeframe required under Section 3.5, (d) violates QVD's Acceptable Use Policy, or (e) fails to cure any fraudulent activity upon five (5) business days' written notice from QVD. In lieu of, or in conjunction with, termination, QVD may pursue other legal or equitable remedy or relief as may be appropriate.
- 5.3 Either Party may terminate this Agreement, any Service Order, or both, immediately on notice, if the other (a) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach or (b) commits a material breach of this Agreement which cannot be remedied. Any termination of this Agreement or Service Order pursuant to this Section 5 shall take effect upon delivery of written notice to the breaching party that it failed to cure such nonperformance or breach.

- 5.4 If this Agreement or any Service is terminated prior to the expiration of the initial or any renewal term (except if properly terminated by Customer for QVD's breach), then Customer shall pay to QVD upon demand an early termination fee in an amount equal to the monthly minimum charge, stipulated in Section 2.1 times the number of months remaining of the applicable term and all third party termination liability for Customer's termination. Customer agrees that such a termination fee is based on an agreed revenue expectation based on actual Customer Service data and is not a penalty.
- 5.5 Any notice of Service or Circuit availability and any notice of termination of Services by QVD to Customer, permitted under this Agreement, shall be made to Customer in accordance with the "Notices" section of this Agreement.
- 5.6 Customer acknowledges that in the event of expiration or termination of this Agreement or any Service Order, QVD has no obligation to continue to provide services to Customer or to route traffic originating or terminating to Customer. Customer further agrees that it will immediately affect an orderly and timely transition of services to another provider or other route. Customer will be responsible for any and all monies due up to and including the date of termination or expiration.
- 6. WARRANTY AND LIMITATION OF LIABILITY.**
- 6.1 WARRANTY AND DISCLAIMER. QVD WARRANTS THAT IT WILL PERFORM SERVICES WITH REASONABLE SKILL AND CARE AND IN A WORKMANLIKE MANNER AND WILL USE REASONABLE EFFORTS TO RESTORE SERVICES IN THE CASE OF FAILURE. QVD MAKES NO OTHER WARRANTY OR GUARANTEE RELATING TO THE SERVICES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, AND QVD EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, INCLUDING ANY DAMAGES ARISING FROM ANY NEGLIGENT ACT OR INADVERTENT OMISSION, WHETHER IN CONTRACT, TORT OR UNDER LAW, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES IN AN AMOUNT IN EXCESS OF THE AMOUNT THAT QVD CHARGED OR WOULD HAVE CHARGED FOR SUCH SERVICES IN THE SIX MONTHS PRIOR TO WHEN THE CLAIMS FIRST AROSE OR \$100,000, WHICHEVER IS LESS.
- 6.3 EXCLUSION OF LIABILITY. SUBJECT TO SECTIONS 8.1 AND 8.2, IN NO CIRCUMSTANCES SHALL QVD, ITS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE: (a) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (b) ANY DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO ANY SERVICE, INCLUDING BUT NOT LIMITED TO 911 AND E911 SERVICES, PRODUCT OR ACTIONS OF ANY PERSON, INCLUDING BUT NOT LIMITED TO DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, 'DENIAL OF SERVICE' ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE, OR (c) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS.
- 6.4 NO ACTION OR PROCEEDING AGAINST EITHER PARTY WILL BE COMMENCED BY THE OTHER PARTY MORE THAN ONE YEAR AFTER THE SERVICE WHICH IS THE BASIS FOR THE ACTION OR PROCEEDING IS RENDERED, AND EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER BY IT OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME.

7. INDEMNITY.

- 7.1 Customer understands and agrees that QVD is only an intermediary for the transmission of Customer and third party information, that QVD plays a passive role as a conduit of information for Customer and third parties, and that QVD neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.
- 7.2 Customer agrees to indemnify and hold harmless QVD and our affiliates, as well as each of their respective officers, directors, shareholders, employees, agents, contractors, representatives, content providers, and service providers, from and against any and all losses, claims, obligations, liabilities, damages, settlements, costs, and expenses (including, but not limited to, consequential damages, incidental damages, special damages, disbursements, and attorneys' fees, including attorneys' fees incurred from counsel selected by QVD in its sole discretion) arising from or relating to any actual or threatened claim, suit, action, proceeding, third-party discovery demand, governmental investigation, or enforcement action based upon or arising out of your activities under this MSA or Customer's acts or omissions in connection with any use by Customer, an account belonging to Customer, or a computer under your control, of the QVD Services. Customer acknowledges and agrees to be held liable for any and all damages caused to QVD by Customer as a direct result of any violation of local, state, national, or international laws or regulations, including, but not limited to, those damages arising from Customer's fraudulent, intentional, or unintentional harm, disability, unauthorized use of, or destruction to any and all equipment, licensing, and/or services provided by QVD to Customer.
- 7.3 Customer warrants and represents that Customer at all times remain in full compliance with all applicable laws, rules, and regulations with regard to Customer's use of the Services.
- 7.4 Customer agrees to cooperate as fully as reasonably required in the defense of any claim, suit, action, proceeding, third-party discovery demand, governmental investigation, or enforcement action.
- 7.5 QVD reserves the right, at Customer's expense, to assume the exclusive defense and control of any matter in which Customer is a named party and in which QVD would otherwise subject to indemnification by you. Customer will also be liable to QVD for any costs and attorneys' fees QVD incur to successfully establish or enforce QVD's right to indemnification under this Section.
- 7.6 At QVD's sole option and without further notice, QVD may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them. Customer agrees to indemnify and hold harmless QVD, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Customer's violation or alleged violation of the federal, state, or local law or (ii) QVD's Acceptable Use Policy (as posted at www.qualityvoicedata.com/acceptable-use-policy). Customer acknowledges that if it uses QVD's Services in such a way that may violate federal, state, or local law, QVD may suspend and/or terminate Services to the Customer.

8. FORCE MAJEURE.

Other than with respect to failure to make payments due hereunder, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by: fire; flood; pandemic; earthquake; the elements; lightning; explosion; war; act of terrorism; strike; embargo; labor dispute; utility curtailments; power failures; government requirement; civil or military authority; act of god or nature; inability to secure materials or transportation facilities; act or omission of carriers or suppliers (other than the parties themselves); acts or failures to act of any governmental authority; computer viruses or worms; 'denial of service' attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature (provided that the parties have taken reasonable steps to prevent such hacking attacks) or any other causes beyond its reasonable control, whether or not similar to

the foregoing providing that for any cause of force majeure the parties have taken reasonable steps to prevent such an event. Failure of either Party to perform under this agreement, because of the occurrence of an event of force majeure lasting more than forty-five days will, upon twenty-four hours written notice to the other Party, represent a ground for termination only of the Service affected by such event.

9. REGULATORY MATTERS; COMPLIANCE WITH LAWS; USE OF SERVICES AND SOFTWARE; ACCEPTABLE USE POLICY

9.1 Customer will ensure that neither it nor its employees or other authorized third- party end users interfere with or disrupt other users of the Services or of the QVD Network.

9.2 Customer will use a Service only for the purposes for which it is designed and provided and will operate within the limits of QVD's Acceptable Use Policy, which may be updated from time-to-time

9.3 Customer represents and warrants that Customer's services, products, materials, data, and information used by Customer in connection with this MSA does not, and will not during the term of this MSA operate in any manner that would violate any applicable international, federal, state, or local law or regulation (including, without limitation, infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, and various telemarketing laws or regulations).

9.4 QVD hereby grants to Customer a personal, non-exclusive, non-transferable license during the term of this Agreement to use, in object code form, all software and related documentation owned by QVD ("**Licensed Material**") which may be furnished to Customer under this Agreement solely for use with the Service ordered. Any Licensed Material furnished to Customer under this Agreement shall not be reproduced or copied in whole or in part and will be returned to QVD at the conclusion of the term (or earlier termination) of this Agreement.

10. GOVERNING LAW.

10.1 This Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws, except that if federal law, including the Act applies, federal law shall control.

11. NOTICES.

11.1 All notifications, requests, demands and other communications required or permitted under this Agreement (not including invoices and rate changes) ("**Notices**") will be in writing and addressed to the recipient Party at the address(es) specified below. Notice will be deemed given: (a) upon delivery, when delivered in person during a Business Day or, if outside the hours of a Business Day, on the next Business Day; (b) twenty-four hours after transmission of an email or deposit with an overnight delivery service for next day delivery; (c) the same day when sent by facsimile transmission during normal business hours, receipt confirmed by sender's equipment; or (d) three Business Days after deposit in the mail, postage prepaid, registered or certified mail, return receipt requested.

Notices to Representative:

Notices to QVD:

Company: Comprehensive Community Health Centers, Inc.

Address: 801 S Chevy Chase Dr, Suite 20

City, St, Zip: Glendale, CA 91205

Attn: Abe Poladyan

Fax: N/A

Email: abep@cchccenters.org

102 Grant Street

Aurora NE 68818

Attn: General Counsel

Fax: 1888 656-5111

orders@qualityvoicedata.com

12. GENERAL.

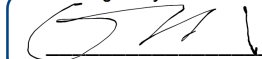
- 12.1 **Independent Contractors.** QVD and Customer are, and shall be deemed to be, independent contractors with respect to the subject matter of this Agreement. Nothing contained herein shall constitute this arrangement to be a joint venture or a partnership between QVD and Customer. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.
- 12.2 **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed except that QVD may freely assign this Agreement or any portion thereof to an Affiliate, and may freely assign its right to receive payments hereunder. Any assignment, transfer or other disposition which is in violation of this Section is void and of no force and effect. QVD may require the successor entity to qualify for Credit at or above the Customer's current level, and for information required to screen the successor entity for QVD's Trusted Caller Program prior to written consent to assign this Agreement.
- 12.3 **Subcontracting.** QVD, without Customer's consent, may subcontract the provision of a Service, or a portion of a Service, provided that QVD will continue to be liable for the performance of such subcontractors under the terms of this Agreement.
- 12.4 **Publicity.** Neither Party will publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other without the prior written approval of the other, provided either Party may list the other as a supplier/customer of the services provided hereunder.
- 12.5 **Confidential Information.** Customer grants QVD the right to disclose any Customer information or data in its custody, at its sole discretion, as required under law, a court order, at the request of a government agency, at the request of a regulator or upon the guidance of QVD counsel without any obligation to provide any notice before or after such an event.
- 12.6 **No Waiver.** No waiver of any term or condition of this Agreement shall be enforceable unless it is in writing and signed by the Party against whom it is sought to be charged. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy unless provided herein. The waiver by either QVD or Customer of any breach of this Agreement by the other in a particular instance will not operate as a waiver of subsequent breaches of a same or different kind.
- 12.7 **Amendment.** The Parties may amend this Agreement at any time only by execution of an instrument in writing signed on behalf of each of the Parties hereto. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party.
- 12.8 **Binding Effect.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.
- 12.9 **Survival.** Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
- 12.10 **"Affiliate"** means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party.

- 12.11 **No Third-Party Beneficiary.** This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right.
- 12.12 **Headings.** The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- 12.13 **Mutual Intent.** The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party.
- 12.14 **Remedies.** Except as may otherwise be provided herein, the assertion by a Party of any right or the obtaining of any remedy hereunder shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity, hereunder.
- 12.15 **Entire Agreement.** This Agreement and all Appendices, Exhibits, Service Orders and other Schedules, and other attachments incorporated herein represent the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or not. No change, modification or waiver of any of the terms of this Agreement will be binding unless included in a written agreement and signed by an authorized representative of QVD and the Customer. Any terms purportedly imposed by any purchase order or other document used by Customer shall be void and of no effect.
- 12.16 **Counterparts; Electronic Signature.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, and a facsimile transmission, electronic delivery of a manual signature (e.g., .pdf), or an electronic signature via DocuSign (or other verified eSignature company) shall be deemed to be an original signature.

IN WITNESS WHEREOF, QVD and Customer, through duly authorized representatives, have executed this Agreement on the dates below. The signatures transmitted and received via facsimile, scanned and electronically delivered, or an electronic signature via DocuSign (or other verified eSignature company) shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both Parties. QVD may consider this document null and void if a Customer executed version is not received by QVD within ten (10) days of the issue date cited in the footnote of this Agreement.

Customer

DocuSigned by:



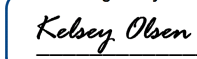
By: Abe Poladyan

Title: IT Director

Date: 12/21/2021

Quality Voice & Data, Inc.

DocuSigned by:



By: Kelsey Olsen

Title: VP Enhanced Telecom Service

Date: 12/21/2021



Service Order – TCC LOCAL CALLER ID NUMBERS

This Service Order, dated as of 1-1-22 on a month to month basis at \$1,000 a month, is subject to and forms part of the Master Service Agreement (MSA) between Quality Voice & Data, Inc. ("QVD") and Comprehensive Community Health Centers ("Customer"). This Service Order and the Master Service Agreement governs the sale and purchase of the Services described below. This Service Order Initial Term is one (1) month from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA.

1. **Description.** Local Caller ID Telephone Numbers ("LCID") is a service that provides In-Bound Calling Service, as well as pre-screened numbers for use with the Service. Each number stored includes CNAM storage, and associated usage charges for In-Bound Calling and Remote Call Forwarding. The numbers eligible for this service must be provided by QVD to the Customer. Customer must apply to the QVD Trusted caller™ program and be accepted to be eligible for this service.
2. **Pricing for LCIN is on a per number, plus usage.***

Caller ID Numbers, plus Storage (per number):	\$2.50 Non-recurring Charge
	\$2.00 Monthly Recurring Charge
In-Bound Calling:	\$0.007 per minute
Remote Call Forwarding (in addition to In-Bound Calling Charge):	
Toll:	\$0.012 per minute
Toll-Free:	\$0.00 per minute
IP SIP:	\$0.00 per minute

PORT OUT FEE - \$ 10.00 per number. This fee is charged for any assigned number that is ported away from QVD.

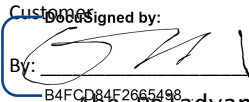
*Customer understands and agrees charges and fees are subject to change by QVD, upon thirty (30) days' notice.

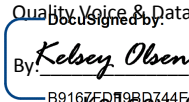
2.1 Customer is responsible for providing the proper contact information for rate changes.

Pricing Change Customer Contact:

Contact Name: Abe Poladyan
 Contact Email: abep@cchccenters.org
 Contact Phone1: N/A
 Contact Phone 2: N/A

Should the Customer decide to cancel this Service Order and provides QVD proper notice of cancellation of this Service Order, Customer will use best efforts to migrate the traffic off of the QVD network within thirty (30) days, but in no way should Customer take more than sixty (60) days to finalize such migration. Customer is responsible for payment of all traffic until traffic is properly migrated off of QVD' network.

Customer Signed by:
 By: 
 B4FCD84F2665498
 Name: Abe Poladyan
 Title: IT Director
 Date: 12/21/2021

Quality Voice & Data, Inc
 DocuSigned by:
 By: 
 B9167FD99BD744E
 Name: Kelsey Olsen
 Title: VP of Telecom Services
 Date: 12/21/2021



Service Order – TCC MONITORING & REMEDIATION

This Service Order, dated as of 1-1-22 on a month-to-month basis at \$1,000 a month, we can cancel anytime, is subject to and made a part of the Master Service Agreement ("MSA") between Quality Voice & Data, Inc. ("QVD") and Comprehensive Community Health Centers ("Customer"). This Service Order and the Master Service Agreement governs the sale and purchase of the Services described below. This Service Order Initial Term is two (2) months from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA with a monthly minimum charge of \$ 550.00.

1. Description. Number Storage allows the Customer to store telephone numbers and have them labeled as Trusted Caller™ numbers. The Service includes monitoring and, if needed, remediation and repair of the telephone number ensure timely delivery of calls and messages. Customer will receive real-time alerts and reporting for issues arising with numbers in its portfolio. The numbers eligible for this service must be either provided or pre-approved by QVD to the Customer. Customer must apply and be accepted to the QVD Trusted caller™ program to be eligible for this service.

2. Pricing. In addition to a one-time set-up fee, in the amount of \$2.50 per number inserted [initial set up fee for loading of existing QVD numbers waived], the following charges apply;*

Monthly Recurring Cost: Billing is based on actual maximum number of stored TNs each month		TN's Stored
\$	550.00	up to 250
\$	1,500.00	up to 750
\$	2,000.00	up to 1499
\$	3,000.00	up to 5000
\$	5,000.00	up to 8000
\$	7,500.00	up to 15000
call for quote		15K+

*Customer understands and agrees these rates are subject to change upon thirty (30) days' notice.

2.1 Customer is responsible for providing the proper contact information for rate changes.

Pricing Change Customer Contact:

Contact Name: Abe Poladyan
 Contact Email: Abep@cchccenters.org
 Contact Phone1:
 Contact Phone 2: N/a
 N/A

Should the Customer decide to cancel this Service Order and provides QVD proper notice of cancellation of this Service Order, Customer will use best efforts to either migrate the numbers to another provider or surrender the numbers back to QVD within thirty (30) days. Customer is responsible for payment of all storage charges until the numbers are properly migrated off of QVD' network.

Customer Signed by:

By: 

Name: Abe Poladyan

Title: IT Director

Date: 12/21/2021

Quality Voice & Data, Inc

DocuSigned by:

By: 

Name: Kelsey Olsen

Title: VP of Telecom Services

Date: 12/21/2021