



Multi-Service Agreement

Customer	Amplifire
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	Amplifire, Inc
Customer Contact (for notices)	Amplifire Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Email:	Street Address: 112B North Main St City: Cumming State/Province: GA Zip Code: 30040 Country: USA Email: support@amplifiresolutions.com
This Multi-Service Agreement between the customer named above ("Customer") and Amplifire, Inc. ("Amplifire") is effective when signed by both parties.	
Customer (by its authorized representative)	Amplifire (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Master Service Agreement - Version: 1.0

1. Agreement: This document, along with the Service Guides found at amplifiresolutions.com/legal, any pricing schedules or similar documents we provide to you that reference this document, and the Terms of Service found at amplifiresolutions.com/terms-of-service, form our complete agreement (the "Agreement") for the services ("Services") that Amplifire provides to you. We may update our Service Guides and Terms of Service at any time, and we may provide you with links to updated versions on different websites. If there's ever a conflict between these documents, your specific pricing schedule or order will take precedence, followed by this Master Service Agreement, and then our Service Guides and Terms of Service. This Agreement remains in effect for as long as we provide Services to you.

2. Affiliate Signature: If a company related to either Amplifire or you signs a pricing agreement with us, that agreement will be separate but will still follow the terms of this main agreement. Both you and Amplifire are responsible for making sure any related companies follow those separate agreements.

3. Ordering: In the event that a Service Publication expressly permits the submission of an order for a Service under this Multi-Service Agreement without the necessity of executing a separate Pricing Schedule, Customer may place such an order using Amplifire's standard ordering processes. This order ("Order") will specify the Service, pricing, and other relevant terms. Upon acceptance by Amplifire, the Order shall be deemed a Pricing Schedule under this Multi-Service Agreement for the Service ordered.

4. Access to Premises: Amplifire generally doesn't need access to Customer's premises to provide services. However, limited access may be required for initial installation, troubleshooting, or retrieval of leased equipment provided by Amplifire or its vendors. This access includes the right to utilize necessary utilities and space for equipment operation and network connection.

Customer shall furnish any required conduit, wiring, and obtain any necessary licenses and permits. If Amplifire cannot obtain access on its own, Customer shall secure access at its expense.

5. Independent Contractor Relationship: The parties are independent contractors. Neither party, nor its Affiliates, employees, agents, or contractors, shall be deemed to be Affiliates, employees, agents, or contractors of the other. Software, Purchased Equipment, and Third-Party Services may be subject to separate agreements. Customer's order for such items constitutes acceptance of those agreements. Unless otherwise specified, Amplifire's sole responsibility for Third-Party Services is to submit Customer's orders and, if applicable, invoice for them.

6. Equipment: Amplifire may utilize its own equipment ("Amplifire Equipment") at the Service location, retaining ownership. The Customer (which may be the party contracting directly with Amplifire or their customer, depending on who ultimately uses or houses the equipment) shall provide power and security for Amplifire Equipment and bears the risk of loss or damage beyond ordinary wear and tear. Title and risk of loss for Purchased Equipment transfers to Customer upon delivery to the shipping or transportation carrier for shipment to Customer's designated location, subject to Amplifire's security interest until full payment. Amplifire may file a financing statement to perfect this interest.

7. Prices, Pricing Schedule Term and Taxes: Pricing Schedule terms supersede conflicting Service Publication terms. Upon expiration, Service continues month-to-month at then-current rates unless otherwise specified, subject to discontinuation notice requirements. Amplifire may modify rates with 30 days' notice. Customer is responsible for all taxes and related charges. Customer shall minimize any required tax withholding and provide Amplifire with evidence of payment.

8. Billing, Payments, Deposits and MARC: Customer payment obligation begins upon Service availability. Payment is due 30 days after invoice date, unless otherwise specified, and must reference the invoice number. At Customer's request and with Amplifire's reasonable consent, Customer Affiliates may be invoiced separately, but Customer remains liable for payment. Restrictive check endorsements are void. Undisputed charges on invoices older than six (6) months are deemed accepted. Amplifire may recover all costs of collecting delinquent payments, including attorney fees and late payment charges at the lesser of 1.5% per month or the maximum allowed by law. Amplifire may require a deposit, applicable to any outstanding charges. If a Pricing Schedule includes a MARC (Minimum Annual Revenue Commitment), and Customer's eligible charges over any 12-month period fall short of the MARC, Customer shall pay the shortfall. Amplifire may withhold contractual credits until the shortfall is paid.

9. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party: becomes insolvent; ceases operations; becomes subject to bankruptcy proceedings; or makes an assignment for the benefit of creditors. Amplifire may terminate or suspend any Service, Service Component, or the entire Agreement, immediately upon notice, if Customer: commits fraud against Amplifire; uses the Service to commit fraud; uses the Service unlawfully; abuses Amplifire's service; or interferes with other customers' use of the service. Customer may terminate a Service Component for Amplifire's uncured material breach after 30 days' notice. Amplifire may terminate or suspend (and later terminate) a Service Component for Customer's uncured material breach after 30 days' notice. Amplifire may suspend or terminate a Service Component if Customer fails to cure an AUP violation within 5 days after notice. Amplifire may suspend or terminate immediately for multiple AUP violations, pursuant to a court order or governmental notice, or if Amplifire reasonably determines that continuing service would: expose Amplifire to legal liability; harm Amplifire's network or interconnected networks; interfere with other customers' service use; or pose an imminent risk of harm to Amplifire, its customers, or employees.

10. Termination Charges: For pre-Cutover termination by Customer (except for cause) or by Amplifire for cause, Customer shall pay applicable pre-Cutover charges as specified in the Pricing Schedule or Service Publication, or reimburse Amplifire for incurred costs, including third-party charges. For post-Cutover termination by Customer (except for cause) or by Amplifire for cause, Customer shall pay: (i) 50% (unless otherwise specified) of unpaid recurring charges for the remaining Minimum Payment Period; (ii) any applicable credits or unpaid non-recurring charges if terminated before the Minimum Retention Period expires; and (iii) all

access facility cancellation and third-party charges incurred by Amplifire due to termination. Termination of a Pricing Schedule with a MARC obligates Customer to pay 50% of the unsatisfied MARC for the remaining Term. Customer may terminate without penalty if a Service Publication revision materially and adversely impacts Customer, Customer provides 30 days' notice within 90 days of the revision, and Amplifire fails to remedy the impact. Excluded from "materially adverse impacts" are changes to non-stabilized pricing, government-mandated changes, and changes to surcharges or taxes.

11. Import/Export Control: Amplifire is not responsible for Customer's compliance with any international laws and regulations governing the transfer of data across borders, including but not limited to data protection, privacy, and security laws. This disclaimer applies to any equipment, software, or technical information transmitted internationally by Customer in connection with the Services.

12. Arbitration: ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL FIRST BE ADDRESSED THROUGH GOOD FAITH NEGOTIATIONS BETWEEN THE PARTIES. IF THE DISPUTE CANNOT BE RESOLVED THROUGH NEGOTIATION WITHIN 30 DAYS, THEN THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE ARBITRATION SHALL BE CONDUCTED IN CUMMING, GEORGIA. THE PARTIES AGREE TO SHARE EQUALLY THE COSTS OF ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

13. General Provisions: This Agreement and related proposals are confidential. Public disclosure requires written consent, except as required by law. Customer authorizes Amplifire's designated account representative to discuss Customer information with Customer personnel. Assignment requires written consent, except Amplifire may assign to affiliates or subcontract work, remaining responsible for performance. Claims (defined as any cause of action, suit, or demand arising out of or relating to this Agreement) must be filed within two years. This Agreement grants no third-party rights. Governing law is Georgia. Neither party is liable for delays due to causes beyond its reasonable control. Notices must be in writing. This Agreement constitutes the entire agreement and supersedes prior agreements. Amendments require a signed writing.

14. Definitions: "Affiliate" means an entity controlling, controlled by, or under common control with a party. "Cause" means a situation where a party has a valid reason to terminate this Agreement before the end of the agreed-upon term due to a significant event or breach, including material breach of contract, insolvency or bankruptcy, failure to comply with laws or regulations, fraudulent activity, or a significant change in the regulatory environment that fundamentally alters the basis of this Agreement or the ability of either party to perform its obligations. "Purchased Equipment" means tangible products purchased by Customer, including replacements and internal code, but excluding Software. "Software" means Amplifire Software and Vendor Software. "Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement. "Vendor Software" means third-party software, including APIs and documentation, furnished to Customer by Amplifire. "Service Component" means any individual service or feature offered as part of a Service. "Cutover" means the date on which a Service Component becomes available for Customer's use. "Minimum Payment Period" means the minimum period for which Customer is obligated to pay recurring charges for a Service Component, as specified in the applicable Pricing Schedule or Service Publication. "Minimum Retention Period" means the minimum period for which Customer is obligated to retain a Service Component to avoid early termination charges, as specified in the applicable Pricing Schedule or Service Publication. "Service Publication" means any document published by Amplifire that describes the specifications, terms, and conditions of a Service.