Service Schedule Q – Five9 Contact Center

1. Applicability. This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for or has already installed Five9 Contact Center service. FirstLight shall provide term length and pricing for all products available in a Service Order as required. All Service Orders shall be signed by both parties prior to provisioning.

2. Service Overview.

A. Contact Center is a cloud-based, Voice over IP, omnichannel customer engagement platform that enables inbound and outbound communications through voice, email, chat, SMS, and social channels.

B. Contact Center may include optional items such as platform integrations, AI tools, workforce management, quality management, and implementation and training services.

C. Five9 Contact Center is resold through FirstLight. FirstLight provides consultation and customer support for Five9 Contact Center.

D. FirstLight maintains direct SIP Trunk connections with Five9 to provide voice services for our Contact Center customers.

E. Five9 Contact Center service is subject to the Five9 Special Addendum Five9 End User Terms attached hereto and incorporated herein.

F. To the extent applicable, Five9 Contact Center service may be subject to the Five9 Addendum: AI attached hereto and incorporated herein.

G. To the extent applicable, Five9 Autodialer service may be subject to the Five9 Addendum: Autodialer attached hereto and incorporated herein.

3. Service Levels.

A. **Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any Five9 Contact Center service on or before the Customer Commit Date specified for the particular Five9 Contact Center service. This Installation Service level may be affected by Service Orders that contain incorrect information supplied by Customer or Service Orders that are altered at Customer's request after submission and acceptance by FirstLight.

B. **Availability Service Level for Five9 Contact Center services.** The Availability Service Level for Five9 Contact Center services is 99.999%. In the event that Five9 Contact Center services is unavailable as a result of FirstLight fault, errors or omissions, or for reasons other than an Excused Outage or Force Majeure, Customer will be entitled to a service credit applied to the monthly recurring charges for the affected Service as designated in the credit schedule below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

Credit Schedule:

Availability	**Service Level Credit** (Percentage of applicable MRC)
99.999%	0%
Below 99.99%	5%
Below 99.00%	15%
Below 97.00%	100%

For purposes of this Section, "unavailability" means the duration of an interruption of the Service measured from the time when the outage is reported to the time when it is resolved. This duration is referred to as Time to Repair.

Calculation Method:

Availability = 1 – (Total Minutes Down / Total Minutes)

Total Minutes Down = Total Impacted Users • minutes down (per incident)

Total Minutes = 365 days / 12 months • 24 hours • 60 minutes • Total Provisioned Users

Total Impacted Users = number of agents impacted by a particular incident

Total Provisioned Users = number of agents that are configured to use a particular service

4. Incident Response. FirstLight support will be available 24 hours per day, 365 days per year. FirstLight will respond to customer support requests within a 4 hour guaranteed response window.

5. Voice over Public Internet. FirstLight makes no representations or warranties and makes no performance level guarantees for voice quality over the Public Internet. Customer assumes all risk for voice quality over the Public Internet. FirstLight will accept repair tickets to our Network Operations Center related to voice over the Public Internet, if and only if, the Customer provides written documentation of Tier 1 troubleshooting and triage on the customer internet connection having already been performed by the Customer. FirstLight may bill at its standard regular hour and overtime rates for technician time spent troubleshooting a Customer internet issue. It shall be a material breach of this contract for which FirstLight reserves the right to terminate the contract with a thirty (30) day notice for repeated calls into its Network Operations Center resulting in FirstLight troubleshooting the Customer internet connection. Upon such termination, the Customer would be liable for Early Termination Charges.

6. Services Ordered.

A. Customer hereby acknowledges that it may be necessary to adjust quantity and type of services, features and/or equipment in order to deploy the Services ordered. Any changes will be communicated to Customer via email and will be billed accordingly. Any new Services added that are not listed on the Service Order will require a new Service Order that will be coterminous with the original Service Term.

B. Any Professional Services purchased are non-refundable, non-transferable, and expire twelve (12) months after Service Order Date unless otherwise specified in a Service Order.

7. General.

A. Customer hereby represents that it has the legal authority to authorize, and warrants that it is free of any third-party obligation preventing it from authorizing, and hereby does authorize, FirstLight, and/or its subsidiaries and/or authorized agents to act as its agent for the purpose of taking any and all actions required (including the removal of any account protection / freezes) to implement the local, intralata, intrastate, interstate, international long distance, and/or other services requested by the Customer and described herein for all its physical service and billing locations as noted on the Service Order, including changing its long distance carrier(s) and/or its local exchange carrier(s) to FirstLight from the current carrier(s).

B. Customer authorizes FirstLight to use its Customer Network Proprietary Information “CPNI” to review its account information, assess current services, and to assist in making modifications to its account now and as requested by the Customer, throughout the duration of this agreement with FirstLight.

C. Customer authorizes FirstLight to notify all appropriate parties, including its current local and/or long distance telephone company(s), of this choice, and to make the necessary changes for its current and future services subject to Customer consent, without further written permission.

D. Customer directs, as applicable, its chosen intraLATA and/or intrastate/interstate/international long distance company(s), if not FirstLight, to comply with FirstLight’s current applicable access tariff(s), or release the Customer from any unfulfilled contractual obligations for service. FirstLight may obtain any applicable records from Customer’s local, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(s) necessary to provide these services.

E. Customer authorizes FirstLight and/or its authorized agents to make inquiries necessary for the purpose of obtaining credit information for the contracted services. Customer hereby indemnifies FirstLight, its employees, assigns, and agents, from any liability resulting from such credit inquiry, CPNI or Customer privacy issue, or liability to any third-party, including but not limited to, for pre-existing obligations which Customer may have regarding its local, intraLATA, intrastate, interstate, international long distance services.

F. Taxes are billed at local, State and Federal Rates. For more information, please visit our website www.FirstLight.net.

8. Emergency Calling

A. Pursuant to the Federal Communications Commission’s VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), paragraphs 48-49, and Section 9.5(e) of the FCC’s rules, all interconnected VoIP providers are required to “advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service.”

B. Because FirstLight is providing VoIP services to you, FirstLight is obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgement of having received and understood these disclosures.

C. By signing this agreement, you acknowledge that you have received this disclosure and that you understand the limits of the 911 capabilities offered by FirstLight’s VoIP services.

D. “911-type Services” means functionality that allows end-users to contact emergency services, including, without limitation, police, fire, and hospital medical services.

E. 911-type services may include Enhanced 911-type Service (“E911”), which has the ability to selectively route an emergency call to primary 911 providers so that it reaches the correct emergency service located closest to the subscriber’s location and to transmit the identification of the subscriber’s location and telephone number (subject to the obligations to provide and maintain the subscriber’s location information).

F. Enhanced 911-type Service is not immediately available in all areas and is subject to the capabilities of the local PSAP.

9. FirstLight Emergency Calling Policy

A. VoIP Service currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available, and you have chosen to activate it.

B. You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type Services for each of your end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below. You acknowledge and understand that subject to the limitations set forth below, every End User must provide an end-user location for each telephone number (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by FirstLight Networks, LLC.

C. You acknowledge and understand that 911-type Services will not be available in the event of the assignment of a telephone number to a location outside of the geographic rate center associated with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end user location associated with such telephone number; or you fail to maintain and/or update end-user location information as required to enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on Soft Phones, Local Inbound numbers, or Virtual numbers.

D. You acknowledge and understand that battery backup is not provided by FirstLight on voice or VOIP services. It is recommended that you supply and maintain your own battery backup or generator power to prevent loss of service during a power outage.

E. You acknowledge and understand at Customers option and expense, FirstLight is willing to provide at least one technical solution capable of supporting at least 8 hours of uninterrupted 911 services and install a customer owned battery backup unit. Customers purchasing battery backup units should note that batteries deteriorate over time, which will affect the duration of battery life. It's recommended that customers restock and replace batteries on regular basis.

F. You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power at your location.

G. You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of your broadband Internet connection.

H. You acknowledge and understand that 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.

I. FirstLight's calling services do not support 911-type Services in rate centers where these services are not available or if it is available and you have not chosen to activate it.

J. You acknowledge and understand that: a call placed to 911 using FirstLight Networks, LLC in these areas or if you have chosen not to activate it, will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed.

K. The caller needs to communicate their location and phone number to the individual answering the call. You acknowledge and understand all of the limitations and obligations set forth above for VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered.

10. Toll Fraud. In the event that either: A) Customer installs its own terminal communications equipment, such as a PBX, on its premises or B) subscribes to a cloud based and/or a managed telephony solution, which may access FirstLight's toll services, it is expressly agreed and understood that the security of, and fraud controls within, such terminal equipment/services, are the sole responsibility of Customer. It is expressly understood that such terminal equipment/services may have the capability to allow calls to be originated from remote locations, routed through such equipment, and connected to FirstLight's toll service, in the same manner as a call originated from Customer's premises. Any arrangement, commonly known in the industry as "remote calling or remote PBX access," could create opportunities for outside third persons to have toll calls appear to originate on and be charged as originating from such terminal equipment. The obligation to provide appropriate security to protect against unauthorized calls rests solely with Customer. Customer shall be solely liable for all costs, charges, lost Service charges or other lost charges incurred by FirstLight and attributable to such events.

Five9 Special Addendum Five9 End User Terms

1. SERVICES AND USE. "Services" means the proprietary hosted virtual call center software and system provided by Five9, Inc. ("Five9"). Customer agrees not to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Services available to any third party in any way; (ii) reverse engineer, modify or make derivative works based upon the Services; (iii) input personally identifiable information or other sensitive or protected information into the virtual contact center database fields other than phone numbers; or (iv) use the Services for any purpose other than to support its call center business.

2. DATA USE AND RETENTION. "Customer Data" is any identifiable information or data collected or provided by Customer to Five9 via the Services. During the Term, Customer authorizes Five9 to store Customer Data on its secure internal systems and to use and copy Customer Data for the purpose of providing the Services (including technical support) to Customer in accordance with this Agreement. Customer authorizes Five9 to use non-individually identifiable Customer Data to troubleshoot, test, improve, analyze, and optimize the Services. Five9 will not resell or share (unless, and only to the minimum extent, required by law or to satisfy governmental regulatory requirements) any Customer Data with an unauthorized third party. Five9 retains the right to periodically purge Customer data from Five9 servers according to the data retention practices are set forth at www.five9.com/4433. Customer is responsible for, and represents and warrants that, Customer has and will continue to: (i) have the authority to provide the Customer Data to Five9; and (ii) obtain and maintain any necessary or legally required notices, policies, consents or releases from individuals or entities whose data or information is included in the Customer Data.

3. E-911 EMERGENCY SERVICES TERMS

a. **Customer Responsibilities and e911 Limitations.** Customer understands that to the extent any e911 services are offered as part of the Services ("e911 Services"), such e911 Services will not function or will not function properly: (i) if a Customer user attempts a 9-1-1 call from a location different from the Customer user's then current address provided to Five9's e911 service provider by Customer; (ii) during any disruption of power at Customer's location; (iii) during any disruption of internet connectivity to Customer's location; (iv) during any period in which Five9, Five9's e911 provider, or Customer's local exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or Customer's default); (v) during any period of e911 outage or failure due to events beyond Five9's or its service provider's reasonable control; (vi) if incorrect or invalid Customer user address information is provided or is not updated accurately; or (vii) if Customer equipment fails to function, is not properly configured or is defective.

b. **Public Safety Answering Point.** Five9's e911 service provider uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by Customer to the appropriate Public Safety Answering Point ("PSAP"). There are limitations placed upon Five9's e911 service provider by the PSAPs. Each of the approximately 6,000 PSAPs must individually agree to accept a 9-1-1 call with a VoIP type service. Customer acknowledges that PSAPs fall into three categories: (i) those that accept VoIP calls with location data on 9-1-1 equipment; (ii) those that accept VoIP 9-1-1 calls without location data on administrative lines; and (iii) those that do not accept VoIP 9-1-1 calls. In the case of (iii), VoIP 9-1-1 calls are routed to the next closest PSAP that accepts VoIP 9-1-1 calls.

c. CUSTOMER SPECIFICALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO FIVE9'S SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER TO CONTACT A PSAP OR OTHER EMERGENCY SERVICES PERSONNEL AND FIVE9 WILL NOT BE LIABLE FOR ANY LOSS (WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL) THAT MAY ARISE FROM THE USE, MISUSE, OR OPERATION, OF THE E911 SERVICES BY CUSTOMER. FURTHER, CUSTOMER ACKNOWLEDGES THAT FIVE9 WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY FIVE9, ITS THIRD PARTY SUPPLIER, OR THE EMERGENCY RELAY CENTER ("ERC") TO CORRECT ANY FAILED CUSTOMER EMERGENCY 911 CALLS, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE A RESULT OF INVALID OR INCOMPLETE USER LOCATION DATA; ARE A RESULT OF INTERRUPTIONS IN VOICE CONNECTIVITY; OR WHICH CANNOT BE RE-ROUTED TO THE APPROPRIATE PSAP DUE TO LACK OF CORRECT OR VALID LOCATION INFORMATION.

4. LEGAL AND REGULATORY COMPLIANCE. Customer agrees to comply with all federal, state and/or local law related to or connected with providing, selling, licensing, and delivering information services and telecommunications services and products. Customer assumes all liability and responsibility for its use of the Services in compliance with any federal, state, or local laws, rules or regulations pertaining to the use of telephones, email, fax, automated telephonic equipment (e.g., "Predictive Dialer") and other telephony and telecommunications products and services. Customer's limitations on its use of the Services may include but are not limited to: advertisements; delivering artificial or prerecorded telephonic messages to homes without the prior consent of the called party; and restrictions on the time of day in which such calls are permissible. A violation of any such laws may result in substantial penalties and other sanctions. Any person intending to use the Services for solicitation purposes and/or for any other purpose regulated by federal, state, or local laws should consult with his or her own legal counsel, prior to entering into this Agreement to determine the extent of permissible activities. Customer agrees that Five9 will not be responsible for Customer's illegal or fraudulent use of the Services, and Customer indemnifies Five9 for any claims, liabilities, or expenses (including attorneys' fees) incurred by Five9 based upon Customer's illegal or fraudulent use of the Services.

5. EXPORT CONTROLS. All Services provided under this Agreement are subject to U.S. export control laws and may be subject to export or import requirements in other countries. Customer acknowledges its obligation under and agrees to comply strictly, at its own expense, with all such laws, including without limitation the U.S. Export Administration Regulations. Customer shall not directly or indirectly export, reexport, or transship Services without the express written permission of Five9 and, when necessary, a U.S. government license. In particular, Customer agrees that it is not subject to U.S. economic sanctions, and will not directly or indirectly export, reexport or transship the Services to countries or regions subject to U.S. economic sanctions (e.g., Cuba, Crimea, Iran, North Korea, Sudan, and Syria). Customer represents and warrants that: (i) the Services are not to be used for any prohibited end-use, including without limitation, use in rocket, missile or unmanned-aerial vehicle systems, chemical or biological weapons proliferation, any nuclear activities, or military use; and (ii) the Services are not destined for any prohibited end-user, including without limitation a military end-user, or an individual or entity identified on the U.S. List of Specially Designated Nationals and Blocked Parties, Denied Persons List, Entity List or similar U.S. government lists.

6. SUSPENSION OR TERMINATION BY FIVE9. Five9 may suspend or cancel Customer's access to the Services if Five9 has a good faith belief that Customer (x) is using the Services in a manner that may cause immediate and ongoing harm to Five9 or to a third party, including but not limited to, actions that violate federal, state or local laws, rules or regulations, such as compliance with "Do Not Call Lists"; (y) is compromising the security of the Services and the privacy of Five9's other customers; or (z) is engaging in other activity not specifically identified herein that could reasonably be construed as causing or potentially causing harm to Five9 or a third party.

7. CONSENTS. Customer is solely responsible for obtaining the consent of or a release from those persons or entities, to whom or to which Customer intends to send communications using the Services. Customer agrees to periodically review the list of recipients to be contacted, to contact only those persons who the Customer is legally permitted to contact from Customer's customer data, and only in the manner permitted, under federal, state, and local law, and to delete those recipients that no longer wish to receive communications from Customer.

8. "DO NOT CALL" COMPLIANCE. If Customer is advised by any party that they do not wish to receive communications from Customer via the Services, then Customer agrees to promptly add those parties to its internal company-specific Do Not Call List in the Services account, and thereafter refrain from calling such parties until such time as Customer's policies require.

9. CALL RECORDINGS. Customer acknowledges and understands that if it subscribes to call recording features that calls will be recorded at all times including when a call is placed on hold or after a call is transferred to another party. Customer agrees that when using the call recording features it will comply with all notice/consent and privacy requirements pursuant to applicable law.

10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL FIVE9 BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER SIMILAR GENERAL DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT NOR SHALL FIVE9'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ALL FEES PAID BY CUSTOMER FOR ANY FIVE9 SERVICES IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE OF THE EVENT THAT GAVE RISE TO THE LIABILITY.

11. DISCLAIMER OF FIVE9 WARRANTIES. FIVE9 IS PROVIDING THE SERVICES AS HOSTED SERVICES AND THE SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES. FIVE9 MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICES.

Customer understands that the Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades pursuant, or for reasons beyond Five9's reasonable control including but not limited to (i) Customer or Five9 equipment malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Five9's or the Customer's data centers.

12. INTEGRATIONS AND INTER-OPERABILITY. The Services may contain features designed to interoperate with non-Five9 Services ("Non-Five9 Services"). If Customer integrates or directs Five9 to integrate the Services with any Non-Five9 Services, Customer acknowledges that such Non-Five9 Services might access or use Customer Data and Customer permits the Non-Five9 Services to access or use Customer Data. Customer is solely responsible for the use of such Non-Five9 Services and any data loss or other losses it may suffer as a result of using any such Non-Five9 Services, and Customer shall ensure that its use of any such integration or interoperability complies with the terms of use of those Non-Five9 Services. Five9 makes no warranty or guarantee with regards to any such interoperation, any Non-Five9 Services, or the continued availability of such features, and may cease providing such features for any reason without incurring fault or liability, for example and without limitation if, the provider of the Non-Five9 Services ceases to make the Non-Five9 Services available for interoperation with the Services. Any cessation of such features will not entitle Customer to any refund of Services Fees or other compensation.

13. SUBPROCESSORS. Five9 utilizes subprocessors (e.g., third-party telecommunications service providers) in providing the Services. The use of such subprocessors is subject to Five9 putting in place a written contract with each subprocessor that imposes—with respect to the services provided by such subprocessor—obligations that are materially equivalent to the obligations imposed on Five9 under this Agreement.

14. OWNERSHIP OF MATERIALS AND RIGHTS. All rights not granted by Five9 herein are expressly reserved. The Services are proprietary to Five9 and are protected by intellectual property laws and international intellectual property treaties. Except for the access to and use the Services granted to Customer in this Agreement, nothing in this Agreement shall convey, transfer, or assign any right, title, or interest in the Services to Customer.

Five9 Addendum: AI

This Five9 Addendum: AI ("***AI Addendum***") is regarding the access and use of subscription(s) for artificial intelligence (AI) features and functionality within the Services (collectively, the "***AI Services***"). To the extent there is any conflict between this AI Addendum and the End User Terms, this AI Addendum controls.

1. "***Customer Data***" means Customer's data and information provided by Customer via the Services to Five9 and processed by Five9. Customer retains all ownership of its Customer Data. Customer grants Five9 a worldwide right and instructs Five9 to use Customer Data to (i) host, copy, access, use, transmit, and display Customer Data, each as appropriate for Five9 to provide and ensure proper operation and administration of the Services in accordance with the Required Terms, and (ii) develop, train optimize, and improve the Services. If Customer does not wish for Five9 to use its Customer Data as set forth in Section 1(ii) herein, Customer shall opt out at www.five9.com/legal/optout, which, upon completion, will render Section 1(ii) of this AI Addendum as inapplicable to the extent of such opt out. For clarity, Customer may not opt out of Section 1(i) herein. Five9 shall manage Customer Data according with Five9's data retention practices as set forth at https://www.five9.com/legal/dataretention.
2. Five9 retains all ownership of AI Services, including any associated functionality, performance data or metrics, learnings, or processes, documentation, algorithms, machine learning models, tools, modifications, improvements, adaptions, annotations, or derivative works thereof which, in any case, shall not include Customer Data.
3. Certain aspects of the AI Services may utilize third-party service providers, and Customer authorizes and consents to Five9 sharing Customer Data with such service providers solely for the purposes described in Section 1(i) above. For clarity, such third-party service providers shall not be permitted to use Customer Data to develop, train, optimize, and improve their own services.
4. For AI Services involving Google as a sub-processor, Five9 may need to identify Customer to Google upon Google's request. When Google makes such a request, Customer acknowledges that Five9 must (i) provide Customer's name to Google and (ii) receive Google's written consent for Customer to access such AI Services. In the event that such consent is not received, Five9 will notify Customer, and the corresponding AI Services will automatically terminate without penalty. Use of AI Services utilizing technology from Google requires that Customer complies with Google's acceptable use policy (currently available at https://cloud.google.com/terms/aup) ("***Google's AUP***"). Customer will immediately remedy any alleged non-conformance with Google's AUP upon receipt of notice, and failure to so remedy may result in Customer's suspension and/or termination of the relevant AI Services.

FIVE9 ADDENDUM AUTODIALER TERMS

The following Required Terms for Five9 Autodialer Solution constitute additional Required Terms with regards to the use of the Five9 Autodialer solution. Customer agrees and will be bound by the following terms applicable to the usage of the Five9 Autodialer solution. In addition to an indemnification obligations in the Agreement and notwithstanding any limitation of indemnification obligations in the Agreement, Customer agrees to indemnify and defend Five9 from and against: (i) any Claims (as defined in the Agreement) arising out of or related to Customer's use of the Five9 Autodialer solution; and (ii) responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information to determine whether Customer has violated any laws or regulations related to its use of the Five9 Autodialer solution.

Required Terms for Five9 Autodialer Solution

A. **Compliance with Laws by Customer.** Customer agrees to consult with competent legal counsel for the jurisdiction in which it intends to use the Autodialer solution to ensure that such use will comply with all applicable laws and regulations. This obligation is in addition to any other required compliance obligations between the Parties.

B. **Right to Suspend Services.** Per the Agreement and the Required Terms, Five9 reserves the right to suspend or Cancel Customer's access to the Services if Five9 has a good faith belief that Customer is using the Services in a manner that may cause immediate and ongoing harm to Five9 or to a third party, including but not limited to, actions that violate federal, state or local laws, rules or regulations, such as compliance with "Do Not Call Lists"; (y) is compromising the security of the Services and the privacy of Five9's other customers; or (z) is engaging in other activity not specifically identified herein that could reasonably be construed as causing or potentially causing harm to Five9 or a third party. With regard to the use of the Autodialer solution, Five9 reserves the right to request and review scripts used with the Autodialer solution. Failure to provide Five9 with scripts following a request by Five9 may result in suspension of access to the Autodialer solution.