

## 1 Introduction

READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE OOMA SERVICES.

These Terms and Conditions constitute an agreement (this "Agreement") between Ooma, Inc. ("Ooma", "we", "us," or "our") and each of our customers ("customer", "you," or "your"). This Agreement governs your purchase and use of equipment and licensing of software and firmware from us and governs our provision of services to you and your use of those services.

YOU REPRESENT TO US THAT YOU HAVE THE AUTHORITY TO ENTER THIS AGREEMENT AND THAT YOU HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

You make this representation and agreement when you order equipment or services from us at our website or over the phone or through a retailer and each time you activate or use a service from Ooma.

ANY AND ALL REFERENCES ON OOMA PACKAGING, IN SPONSORED ADVERTISING, ON THE OOMA WEB SITE, IN THIRD PARTY MARKETING MATERIALS AND/OR IN ANY OTHER CONTEXT OR LOCATION THAT REFER TO THE PROVISION OF "FREE" CALLING AND/OR "SERVICE FOR LIFE" AND/OR "UNLIMITED" SERVICE AND/OR "FREE HOME PHONE SERVICE" SHALL BE NARROWLY CONSTRUED AS PROVIDING THE CUSTOMER WITH THE ABILITY TO MAKE CALLS WITHIN THE CALLING AREA OF THE SERVICE WITHIN REASONABLE LIMITS UP TO THE LIFE OF THE EQUIPMENT, AND SUBJECT TO THE ACCEPTABLE USE POLICY, SUBJECT TO PAYMENT OF APPLICABLE TAXES AND FEES AND SUBJECT TO THE TERMS AND LIMITATIONS OF THIS AGREEMENT.

Ooma may revise, amend, or modify this Agreement at any time and in any manner by posting such changes on our web site. You should review this Agreement regularly for changes, and can easily identify if changes have been made by checking the "last updated" date at the top of this page. Your continued use of our Equipment and Services for a reasonable period of time following the posting of any changes to this Agreement means you accept such changes. This Agreement may not be amended or modified by you.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT PURCHASE OR USE OUR EQUIPMENT OR SERVICES.

## 2 Definitions

(a) "911 Alerts" means the Ooma feature that delivers real-time text and email alerts to users when 911 is dialed from their Ooma phone number.

(b) "911 Dialing" means 911 emergency calls that you place from your home or office via an Ooma Hub™, Ooma Telo™, or Ooma Office Base Station™. 911 emergency calls cannot be made from the Ooma Mobile Service.

(c) "Basic Residential Service(s)" includes calling within the United States subject to the acceptable residential usage limitations (see the [Residential Acceptable Use Policy](#)) and subject to payment of applicable taxes and fees as set forth herein and to the terms and limitations of this Agreement.

(d) "Bundled Residential Service(s)" includes calling within the United States subject to the acceptable residential usage limitations (see the Residential Service [Acceptable Use Policy](#)) and subject to payment of applicable taxes and fees and any minimum initial term requirements of Other Service(s) as set forth herein or otherwise provided to you by Ooma and to the terms and limitations of this Agreement.

(e) "Commercial Service(s)" is for customers that exceed the acceptable small business use limits set forth in this Agreement (see the [Small Business Acceptable Use Policy](#)). Our Commercial Service, and the price we charge, are subject to change from time to time without notice. Descriptions and pricing of our Commercial Service are published on our website, and those descriptions and prices may be modified without notice and are incorporated by reference into this Agreement.

(f) "Equipment" refers to a base unit such as the Ooma Hub™, Ooma Telo™, or Ooma Office Base Station™ as well as one or more Ooma Scout™ devices, Ooma HD Handsets, Ooma HD2 Handsets, Ooma Linx, Ooma Safety Phone or other equipment offered through our website. Descriptions of our Equipment and the prices for the Equipment are published on our website, and those descriptions and prices may be modified without notice and are incorporated by reference into this Agreement.

(g) "High Speed Internet" refers to an Internet connection capable of data speeds of at least 180 kilobits in both the upstream and downstream direction.

(h) "Mobile Service" means Ooma's Mobile HD application for making and/or receiving calls on a mobile device that runs on the Apple IOS or Google's Android operating systems.

(i) "Non-Residential Service(s)" is for customers that exceed the acceptable residential use limits set forth in this Agreement (see the [Residential Acceptable Use Policy](#)). Our Non-Residential Service, and the price we charge, are subject to change from time to time without notice. Descriptions and pricing of our Non-Residential Service are published on our website, and those descriptions and prices may be modified without notice and are incorporated by reference into this Agreement.

(j) "Other Service(s)" We offer additional enhanced features, services and subscription packages for a one-time or annual or monthly fee and from time to time Ooma may offer additional features, services and packages. At any time we may alter or eliminate such features, services and packages. Our Other Services, and the prices we charge for them (including any promotional pricing or trial periods), are subject to change from time to time without notice. Descriptions and pricing of Other Services that appear on our web site are incorporated into this Agreement.

(k) "Residential Services" are any combination of Basic Residential Service and Bundled Residential Service.

(l) "Service(s)" are any combination of Basic Residential Service, Bundled Residential Service, Non-Residential Service, Small Business Service, Commercial Service, Mobile Service, and Other Services.

(m) "Small Business Service(s)" includes calling to the United States and Canada subject to the acceptable small business usage limitations (see the [Small Business Acceptable Use Policy](#)) and subject to payment of monthly service charges and applicable taxes and fees as set forth herein and to the terms and limitations of this Agreement.

### 3 Customer Representations

(a) **Power and Authority:** You hereby represent and warrant that you are of legal age and mental sufficiency to enter into this Agreement and are authorized to change or modify your telephone service with your local telephone company.

(b) **Alternative Access to 911:** You hereby represent and warrant that if you do not maintain a wireline or wireless telephone service, you will not be able to call 911 if Ooma Service is unavailable.

(c) **Accurate Information:** You hereby represent and warrant that your name, contact information, service address and all other information related to your Ooma account is correct and up-to-date at all times.

(d) **Unacceptable Use:** You hereby represent and warrant that you will not use the Ooma Equipment and Service where a power, Internet, Service or other outage may lead to damage, injury or death, or to use the Ooma Equipment and Service in an unacceptable, illegal, or prohibited manner that is in violation of our Acceptable Use Policies (see section 8) and all other Ooma policies and procedures defined herein.

(e) **Financial Responsibility:** You hereby represent and warrant that you will pay for all charges for use of your Ooma Equipment and Services, including the authorized and unauthorized use of your account.

(f) **Purchase of Equipment:** You hereby represent and warrant that you have purchased Equipment direct from Ooma or through an authorized dealer or reseller of Ooma.

(g) **Ownership and Risk of Loss:** You hereby represent and warrant that you own the Equipment and bear all risk of loss of, theft of, casualty to or damage to the equipment from the time that we ship it to you until the time (if any) that it is returned to us in accordance with this Agreement. If the Equipment is damaged, lost, or stolen you will no longer be able to use Ooma Services and will be required to purchase new Equipment.

(h) **Theft of Equipment or Service:** You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your phone service is being stolen, fraudulently used, or otherwise used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment, the fraudulent use, or unauthorized use of Services. Failure to do so in a timely manner may result in the disconnection of your Equipment and additional charges to you. Until such time as we receive notice of the theft, fraudulent use, or unauthorized use, you will be liable for all costs and damages (including reasonable attorneys' fees) related to the fraudulent or unauthorized use of Equipment and Services, whether or not it involves stolen equipment. Ooma reserves all of its rights at law and equity to proceed against anyone who uses the Equipment illegally or improperly.

(i) **Restrictions and Limits Apply:** You hereby represent and warrant that you agree to the limits and restrictions on use of the Equipment and Service, as set forth herein.

(j) **High-Speed Internet Requirement:** You hereby represent and warrant that you will, at your sole expense, maintain a High-Speed Internet connection of sufficient speed for use with our our calling services.

(k) **Landline Requirement:** You hereby represent and warrant that if you wish to use your Equipment with your existing landline telephone service, and your Equipment is capable of doing so, you will, at your sole expense, maintain the landline service. You agree to properly provision the line with your service provider yourself. You will be responsible for paying for any reconfiguration fees and/or monthly payments charged by your landline service provider.

## 4 End User License and Restrictions

(a) **Equipment License:** With your purchase of the Equipment, Ooma grants to you a limited, revocable, non-transferrable, non-sublicenseable, non-resellable license and right to use firmware or software embedded in the equipment in object code form strictly in accordance with this Agreement. Ooma does not grant any license to use the firmware in any other manner, and you expressly agree that the Equipment is exclusively for use in connection with Services offered by Ooma, described in this Agreement.

(b) **Software License:** Upon activation of an Ooma service, Ooma grants to you a limited, revocable, non-transferrable, non-sublicenseable, non-resellable license and right to use our software and applications strictly in accordance with this Agreement. Ooma does not grant any license to use its software, applications or firmware in any other manner.

(c) **No Modifications:** You shall not modify, re-use, reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code or create derivative works from the binary code of the Ooma firmware, software or applications. You agree not to modify, intercept, capture, decode, simulate or redirect communication protocols used by Ooma for any purpose or make use of the Services in a manner inconsistent with its intended purpose.

(d) **No Tampering:** You hereby represent and warrant that you will not open the housing of the Equipment or tamper with the components of the Equipment in any manner, including changing physical or electronic identification information or any other reverse engineering.

(e) **No Hacking:** You hereby represent and warrant that you will not make any effort to compromise the integrity or privacy of the communications of others;

(f) **No Theft:** You hereby represent and warrant that you will not use the Equipment or any Services in any manner to avoid Ooma's charges or its policies.

(g) **No Intellectual Property Rights:** All intellectual property rights, including patents, copyrights, trademarks, service marks or other intellectual property rights, remain the sole and exclusive property of Ooma. Nothing in this Agreement shall be construed as granting any of these rights to you.

(h) **No Resell Rights:** You shall not sell, rent, lease, distribute, or provide service to a third party using our Equipment or Services without Ooma's prior written approval.

(i) **New Versions of Software:** Ooma has no obligation to, but may at its sole discretion, provide fixes, updates or upgrades to its firmware, software or applications.

## 5 Marketing, Pricing and Promotions

(a) **Usage Analysis:** You agree that Ooma may store, analyze and use, on an aggregate basis, its customers' (including your) calling destinations and patterns, product and feature usage, online activity, and other information (i) to customize products or services that it may market to you and others; and (ii) to comply with applicable laws, rules and regulations. You also agree that Ooma may publicly disclose such aggregate calling information about its customers.

(b) **E-mail Marketing:** You agree that Ooma may, from time to time, send you new product and feature announcements, marketing materials and promotional offers via e-mail. You may opt-out of such communication by contacting customer service.

(c) **Promotional Offers:** Ooma may offer promotional pricing and free trials of Services to its customers from time to time. Such offers may only be offered to new customers and you may

not be eligible for some or all of the offers. These offers are not guaranteed and can be modified, extended, altered, or cancelled by Ooma at any time without notice. Pricing of promotional offers for Services is considered Ooma confidential information and you shall not share or disclose the terms of the promotion with a third-party without the express written consent of Ooma.

(d) **Trial Expiration:** If you are enrolled in a free trial of an Ooma Service, you will be notified via e-mail when the trial period is due to expire. Should you fail to notify Ooma of your intention to cancel the use of these Services beyond the trial period, you will be deemed to have subscribed to such Services and may be charged the associated fees for continued usage of such Services.

(e) **Information Accuracy:** Ooma attempts to describe its products, services, pricing and availability as accurately as possible, but does not warrant that all such information on its website, packaging, brochures, flyers, advertising, email communications and other marketing materials is correct, up-to-date, and error-free.

(f) **Term:** The term for each Service will begin on the date it is activated and will continue until the Service is terminated by you or by us, as is more fully set forth herein. Notwithstanding the preceding sentence, in some cases, the description of the Services or the pricing for the Services may provide for or require an initial minimum term. Likewise, the sale of an item of Equipment at a particular price may require as a condition a minimum initial term for a Service. The initial minimum term may be described on our web site, or where you purchase the Equipment or when you activate the Service(s). The provision for any such minimum term is incorporated into this Agreement.

## 6 Services and Term

(a) **Basic Residential Service:** Subject to the terms and limitations in this Agreement and payment of applicable taxes and fees, purchase of certain Ooma Equipment includes Basic Residential Service which includes the capability to make calls within the United States using the Equipment subject to acceptable residential usage limitations (see the [Basic Residential Service Acceptable Use Policy](#)). Any and all references on Ooma packaging, in sponsored advertising, on the Ooma web site, in third party marketing materials and/or in any other context or location that refer to the provision of "free" calling and/or "service for life" and/or "unlimited" service and/or "free home phone service" shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to acceptable residential usage limitations and subject to the terms and limitations of this Agreement including Service Charges, Billing and Payment as defined in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(b) **Bundled Residential Service:** Subject to the terms and limitations in this Agreement and payment of applicable taxes and fees, purchase of certain Ooma Equipment includes the capability to make calls within the United States using the Equipment subject to acceptable residential usage limitations (see the Residential Service [Acceptable Use Policy](#)). Bundled Residential Service may require you to agree to receive and pay for, in advance on a monthly basis, a minimum initial term of one or more Other Service(s). Once the minimum initial term has expired, you have the option to cancel the Other Service(s) and continue with Basic Residential Service. Any and all references on Ooma packaging, in sponsored advertising, on the Ooma web site, in third party marketing materials and/or in any other context or location that refer to the provision of "free" calling and/or "service for life" and/or "unlimited" service and/or "free home phone service" shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to the requirements of the minimum initial term, acceptable residential usage limitations and the terms and limitations of this Agreement including Service Charges, Billing and Payment

as defined in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(c) **Small Business Service:** Subject to the terms and limitations in this Agreement and payment of applicable service charges, taxes and fees, purchase of certain Ooma Equipment includes Small Business Service which includes the capability to make calls within the United States and Canada using the Equipment subject to acceptable small business usage limitations (see the [Small Business Service Acceptable Use Policy](#)). Any and all references on Ooma packaging, in sponsored advertising, on the Ooma web site, in third party marketing materials and/or in any other context or location that refer to the provision "unlimited" service shall be narrowly construed as providing the customer with the ability to make calls within the United States and Canada, and are subject to acceptable small business usage limitations and subject to the terms and limitations of this Agreement including Service Charges, Billing and Payment as defined in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(d) **Calling Area:** Calls within the United States do not include international calls, or calls to the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa, Wake Island, the Midway Islands, Kingman Reef, Johnston Island, Canada and certain other locations within the North American Numbering Plan Area, nor do they include calls to content providers (e.g., 900, 976), premium services (such as 411) or operator assisted calls (such as 0+, 00+). Calls to Canada do not include the Northwest Territories/Yukon Territory. Ooma may choose to block toll calls or charge the customer for reimbursement of charges associated with calls if such calls result in atypical termination costs and/or surcharges, including, but not limited to, calls to "free" phone conferencing services, "free" call management services, phone chat services, 900 numbers, or recorded messages (such as those promoted in connection with reality TV shows, radio contests, or celebrity-sponsored recordings). Your ability to continue to make calls is contingent upon your continuing to subscribe to a High-Speed Internet service.

(e) **Assignment of Phone Number:** If you are using your Equipment without a landline and you have requested a phone number for your Equipment, you will have the option to choose a phone number or we will assign you a new phone number. This phone number may or may not be in your local calling area. If the phone number is not in your local calling area, please be aware that others in your local calling area may incur charges when calling you and that the toll charges to call you from another calling area may be different than at your old landline number. The number assigned will be unique to the Equipment and will transfer with any sale of the Equipment. If, at any time, you cease to use the Equipment, please notify us immediately so that we can re-use your phone number. If, for whatever reason, you cease to use the Equipment for six months, we reserve the right to reassign your phone number to someone else's equipment. In the event you wish to re-activate your Equipment, we will re-issue you a new phone number, and you may incur re-activation charges. If you select a second phone number during the introductory trial period and, at the conclusion of such trial period, you do not subscribe to a Premier Service, this second phone number will be cancelled and re-assigned.

(f) **Term:** The term for each Service will begin on the date it is activated and will continue until the Service is terminated by you or by us, as is more fully set forth herein. Notwithstanding the preceding sentence, in some cases, the description of the Services or the pricing for the Services may provide for or require a minimum initial term. Likewise, the sale of an item of Equipment at a particular price may require, as a condition, a minimum initial term for one or more Other Service(s) which requires an additional monthly service fee. The minimum initial term, the required Other Service(s), and the cost of Other Service(s) may be described on our web site, or where you purchase the Equipment or when you activate the Service(s). The provision for any such minimum initial term is incorporated into this Agreement.

(g) **Service Distinction:** Important distinctions exist between a telecommunications service and our Equipment and Services, and our Equipment and Services are subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

(h) **Right to Change:** Our Services are subject to our business policies, practices and procedures, which can change at any time without notice. Unless otherwise prohibited by applicable law, we can change the Terms and Conditions of your Services at any time, with or without notice. Changes may include features, prices and usage limits of the Services. Ooma may, without prior notice, stop providing certain features of the Service or the Services themselves, to you or to users generally. If we do give you notice about the Terms and Conditions of your services or about changes in the Terms and Conditions of your services, it may be provided on the Ooma web site, your account web page, in a newsletter, by email, by telephone or other communication permitted under applicable law. This Agreement may not be amended or modified by you.

(i) **Notice:** Except as stated otherwise in this Agreement, when a notice is required from us to you, we may provide that notice by email to the email address provided by you when you established your account with us. You are responsible for keeping that email address up-to-date. When you are required to give us notice, you must do so, except as stated otherwise in this Agreement, by using the notice facility on your account page provided on our web site or by speaking with a member of our customer support team.

## 7 Service Availability

(a) **Service Availability:** The Services and any telephone calls placed using the Equipment use the public Internet and third party networks and are provided on a commercially reasonable efforts basis. Things beyond our control may affect the Equipment, Services, and telephone connections. Such events could include a loss of power at your location, the loss of your High-Speed Internet service, and fluctuations in the quality of service of the public Internet. Other things may also affect availability of Equipment and Services, such as maintenance. Ooma will act in good faith to minimize disruptions to your use of and access of the Equipment, but will not provide any credits or compensation for potential business loss due to interruptions of Service or hardware failures.

(b) **Outages Due to Power Failure or Disruption:** All Services including 911 Dialing and 911 Alerts will not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Equipment and all Services, including 911 Dialing and 911 Alerts, will not function until power is restored. Following a power failure or disruption, or if you move the Equipment, you may need to reset or reconfigure the Equipment prior to utilizing 911 Dialing and 911 Alerts.

(c) **Service Outages Due to Internet Disruption:** Service outages, service disruptions, poor quality of service, suspensions, or disconnections of service by your High-Speed Internet will prevent all Services, including 911 Dialing and 911 Alerts, from functioning.

(d) **Outages Due to Status of Your Ooma Account:** Outages due to suspension, disconnection or termination of your Ooma account will prevent the Equipment and all Services, including 911 Dialing and 911 Alerts, from functioning.

(e) **Outages Due to Blocking of Ports, or Other Acts:** Your High-Speed Internet Provider, or other third party, may block the communication ports over which the telephone connection is made, or otherwise impede the usage of the Equipment. If you suspect this has happened, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Equipment is impeded, your Equipment and all Services, including 911 Dialing and 911 Alerts, may not function. You acknowledge that Ooma

is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Equipment, and any loss of capabilities of our Equipment and Services, including 911 Dialing and 911 Alerts, which may result.

(f) **Other Outages:** If there is an outage for any reason, such outage may prevent all Equipment and Services, including 911 Dialing and 911 Alerts, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

(g) **Landline Backup:** If there is a disruption of the calling capability, and your Equipment is connected to a landline, you may be able to complete calls using the landline. This may result in charges by your landline long-distance carrier for calls completed using your landline while the Equipment's calling capability is unavailable. If you do not hear the special dial tone associated with your Ooma Services, you will not have access to the calling capability we provide. The Ooma tab or logo on the Ooma Hub or Ooma Telo will display a red light under such circumstances, indicating an Internet connection failure.

(h) **Number Porting:** Ooma will use reasonable efforts to facilitate the transfer of phone numbers from your current phone service to Ooma. Number porting is subject to availability and coverage will vary from time to time. To complete the number porting process, Ooma depends and relies on the third parties outside of Ooma's control. You agree that Ooma will not be liable for any change in availability, delay or failure in the processing of your number transfer, or for the unauthorized transfer of a number you use with the Ooma service.

(i) **Number Changes:** Ooma may, from time to time, need to change a telephone number that is assigned to you. Ooma will not be liable for any damages should you need to be assigned a new phone number.

(j) **Storage of Information:** Ooma stores your call logs, voicemails and other information related to your account as a convenience to you. You agree that Ooma has no obligation, responsibility or liability for the deletion or failure to store any of the aforementioned information. You agree that Ooma may establish limits, at its sole discretion, as to the amount of messages and information it retains and the duration for which it is retained.

(k) **Third Party Service Providers:** Subject to the terms and limitation of this Agreement, the Equipment, if capable, may be used with third party calling service providers where available and pursuant to any terms or limitations that such providers may require as a condition of providing such services.

## 8 Acceptable Use Policy

(a) **General Acceptable Use Policy:** You shall not use the Equipment and Services in a manner that is illegal, fraudulent, improper, abusive or in any way that prevents or interferes with Ooma's ability to provide Services to its customers. You acknowledge that Ooma may, at its sole discretion, suspend or terminate service to your Equipment and charge you applicable usage and service fees for the time periods in which your use of the Equipment was inconsistent with our acceptable usage policy.

(b) **Residential Service Acceptable Use Policy:** We provide the Equipment and Services to you solely for single family, normal residential use. The Equipment and Services may only be registered to a single phone number and are not transferable. Single family refers to you and those of your immediate family members who reside in your personal residence – such as spouse, domestic partner, and/or children. If you use the Equipment in a manner that is inconsistent with normal residential, non-commercial use, including in a manner that is inconsistent with the terms and limitations in this Agreement, Ooma may terminate all Service to the Equipment and you will be required, at Ooma's sole discretion, to pay the rates for the Non-



Residential Service plan and/or other fees and charges as published on our web site at <http://www.Ooma.com/rates/> for any time period in which your use of the Equipment was inconsistent with normal residential, non-commercial usage. The use of the term "unlimited" in conjunction with Ooma's Residential Service offering as it appears on Ooma packaging, in sponsored advertising, on the Ooma web site, and in third party marketing materials, or in any other location refers to normal residential phone usage as defined herein. You agree to use the Equipment only in a manner consistent with normal residential usage patterns. Unlimited voice calling is intended for continuous, live conversation between two individuals. Lack of continuous conversation, unusual calling patterns, excessive caller and calling destinations and/or excessive usage (e.g. 5,000 minutes per Equipment per month or more) will be considered as indicators that your use of the Equipment may be inconsistent with normal residential usage. It may also indicate that the Equipment is being used in a manner not allowed by your Service plan and may result in review of your account and usage history. The purchase and use of multiple Ooma base units to circumvent these usage rules shall also be considered indicators that use of the Equipment may be inconsistent with normal residential, non-commercial usage and may result in review of your account and usage history. Failure to contact Ooma in response to our notification and/or failure to bring usage levels to normal levels in a timely fashion will result, in Ooma's sole discretion, in immediate mandatory transfer to the Non-Residential Service plan or and/or suspension or termination of Service to the Equipment. You acknowledge that if Service to your Equipment is terminated for abnormal usage patterns, you are subject to all Non-Residential Service plan charges for the time periods in which your use of the Equipment was inconsistent with normal residential, non-commercial usage. Below are some examples (but not exhaustive) of use that is considered inconsistent with normal residential, non-business, non-commercial use:

- (i) Commercial, not-for-profit, government use or other similar use
- (ii) The use of the base unit at a multi-residential address for more than one single residence
- (iii) The use of the Service by or for others, who do not reside in your personal residence
- (iv) Calls without constant live dialogue, including as a monitor, intercom or for transcription
- (v) Unusual calling patterns such as excessive number of calls, excessive number of unique numbers called or excessive short duration calls

(c) **Small Business Service Acceptable Use Policy:** We provide the Equipment and Services for normal small business usage within your place of business. The use of the term "unlimited" in conjunction with Ooma's Small Business Service offering as it appears on Ooma packaging, in sponsored advertising, on the Ooma web site, and in third party marketing materials, or in any other location refers to normal small business phone usage as defined herein. You agree to use the Equipment only in a manner consistent with normal small business usage patterns. Unlimited voice calling is intended for continuous, live conversation between two individuals. Lack of continuous conversation, unusual calling patterns, excessive caller and calling destinations and/or excessive usage (e.g. 5,000 minutes per line of service per month or more) will be considered as indicators that your use of the Equipment may be inconsistent with normal small business usage. It may also indicate that the Equipment is being used in a manner not allowed by your Service plan and may result in review of your account and usage history. Failure to contact Ooma in response to our notification and/or failure to bring usage levels to normal levels in a timely fashion will result, in Ooma's sole discretion, in immediate mandatory transfer to a Commercial Service calling plan that charges significantly higher per minute usage rates. You acknowledge that if Service to your Equipment is terminated for abnormal usage patterns, you are subject to all applicable usage and service fees for the time periods in which your use of the Equipment was inconsistent with normal small business usage.

(d) **General Prohibited Use:** You are prohibited from using the Equipment for auto-dialing, predictive-dialing, continuous or extensive call conferencing, trunking or continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), operating a call center, resale of service, fax or voicemail spamming, broadcasting or blasting. Unusually high usage may interfere with Ooma's ability to provide Services to its customers and may indicate unauthorized use of Services. You agree we have the right to terminate your Service and charge you all applicable usage and service fees if we conclude you are using the Service for a prohibited use.

(e) **Unlawful and Inappropriate Use or Conduct:** You shall use the Equipment and Services only for lawful purposes. You shall not use the Equipment or a Service in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or in any similar manner. If we believe that you have used the Equipment or any of our Services for unlawful or inappropriate purposes or have attempted theft or fraud, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to those authorities. In addition, we will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, in order to protect our rights and property, or where we believe that failure to disclose the information may lead to imminent harm to you or others.

## 9 Emergency Services

(a) **Disclaimer of Liability and Indemnification:** WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING OUR 911 DIALING SERVICES ARE ANSWERED OR ADDRESSED BY ANY EMERGENCY RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE ABILITY ANY OF THE EQUIPMENT TO CONNECT TO AN EMERGENCY RESPONSE CENTER, THE CONDUCT OF THE EMERGENCY RESPONSE CENTER AND THE NATIONAL EMERGENCY CALLING CENTER. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. WE DO NOT HAVE ANY CONTROL OVER THE ACTIONS OR OMISSIONS OF YOUR ALERT CONTACTS,(AS DEFINED BELOW), OR THE INTERNET CONNECTION OR MOBILE TELEPHONE CARRIER SERVICES UTILIZED BY YOU OR YOUR ALERT CONTACTS, NOR WHETHER YOU REGISTER ANY OF THE EQUIPMENT, ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING ANY OF THE EQUIPMENT ONLINE, TEST THE FUNCTION AND RANGE OF ANY OF THE EQUIPMENT AND THE OOMA SERVICES, OR CHARGE THE EQUIPMENT, IF APPLICABLE. NEITHER OOMA NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE OR OUR 911 ALERT SERVICE. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ASSIGNS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE, OR OUTAGE OF THE EQUIPMENT, INCLUDING 911 DIALING AND 911 ALERTS, INCORRECTLY ROUTED 911 DIALING CALLS AND INCORRECTLY ROUTED 911 ALERT EMAILS OR TEXT MESSAGES, INCORRECTLY ENTERED EMAIL ADDRESSES OR MOBILE TELEPHONE NUMBERS FOR THE ALERT CONTACTS, AND/OR THE INABILITY OF ANY USER OF THE EQUIPMENT TO BE ABLE TO USE 911 DIALING, 911 ALERTS, OR ACCESS EMERGENCY SERVICE PERSONNEL. IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 DIALING SERVICE, YOU SHOULD HAVE AN ALTERNATIVE MEANS OF ACCESSING

TRADITIONAL 911 SERVICES. IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 ALERTS SERVICE, YOU SHOULD NOT ENABLE AND/OR USE THE FEATURE.

(b) **Limitations on Emergency Calling:** Internet-only 911 Dialing is different than traditional 911 service and is generally referred to as enhanced 911 or E911. E911 service is subject to availability within your calling jurisdiction. With E911 service, when you dial 911, your telephone number, and the service address you registered with Ooma is simultaneously sent to the local emergency center assigned to your location. Emergency operators have access to the information they need to send help and call you back, if necessary. Customers in locations where the emergency center is not equipped to receive, capture, or retain your telephone number and address have basic 911 or limited E911. In addition, you may receive basic 911 or limited E911 if you are assigned a telephone number associated with a different geographic area than the one where you are using the Equipment, or if you dial 911 before your registered location has been entered in the emergency operator's database. With basic 911 or limited E911, the local emergency operator answering the call may not have your call-back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. Certain customers may not have access to either basic 911 or E911. If you don't have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number, and location of the customer calling 911, and will contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the national emergency call center include when there is a problem validating a customer's address, the customer is identified with an international location, or the customer is located in an area that is not covered by the landline 911 network. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the national emergency call center. You authorize us to disclose your name and address to third-parties involved with providing 911 emergency services to you, including but, not limited to, call routers, call centers, and local emergency centers.

(c) **Reduced Speed for Routing or Answering 911 Dialing Calls:** There can be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing Equipment as compared to traditional 911 dialing over traditional public telephone networks.

(d) **Registration of Physical Location Required:** For each phone line that you utilize with the internet-only service, you must register with Ooma the physical location where you will be using the Equipment with that phone line. Your initial location will be registered as a part of new Equipment registration when you receive a new phone number from us. It is incumbent on you to confirm the accuracy of your physical address via your online account if you make any changes, additions, or transfer phone numbers to your account. If we cannot validate the address you provide during the registration process, your 911 call will be sent to the national emergency call center as described in section 9(b) above. If you move the Equipment to another location it should work without further registration, but you still MUST update your physical address in order to ensure proper 911 Dialing function. If you do not update your location, any 911 calls you make may be routed to an emergency center near your old address and may result in help being sent to the wrong location. You may update a location by logging into your online account or contacting a member of our customer support team at 1-888-711-6662 during working hours. For purposes of 911 Dialing, you may only register one location at a time for each Equipment. Should you choose to use the Ooma system overseas, you will not have access to emergency calling. Ooma reserves the right to charge you for penalties that we incur when 911 response personnel are sent to the wrong address because you have not updated your physical location.

(e) **Notify All Users:** You should inform all household residents, guests, and other third persons who may be present at the physical location where you utilize Services of the important

distinctions and limitations of national emergency 911 Dialing as compared with landline 911. You should inform all Alert Contacts of the key aspects of the 911 Alerts feature and that their email and/or mobile phone number is listed as a contact for the service.

(f) **Landline 911 Emergency Calling:** If you have a landline connected to your Ooma Equipment, 911 will be directed through your local telephone service line provided by your local telephone service company. In such case, your 911 calls will be handled by your local telephone service company, not by Ooma.

(g) **911 Alerts Feature:** The 911 Alerts feature is available in certain Residential Service packages and is subject to the restrictions and limitations of the 911 Dialing services as described herein. To use the 911 Alerts feature, subscribers with access to E911 Dialing must: (i) select the option to enable 911 Alerts in the Preferences tab in your My Ooma Account; (ii) enter up to three email addresses or mobile phone numbers (the "Alert Contacts") into the 911 Alerts area of the "My Display Name" online control panel; (iii) save the changes; and (iv) test the 911 Alerts to make sure the service works for you. You may also enter a custom message that will be included in the alert, but in any event the alert message is limited to 256 characters. YOU UNDERSTAND AND AGREE THAT OOMA IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR FAILURE TO (I) ENABLE THE 911 ALERT FEATURE, (II) ENTER IN THE CORRECT INFORMATION FOR THE ALERTS CONTACTS, OR (III) TEST THE 911 ALERTS SERVICE. Do not test the 911 Alerts feature by dialing 9-1-1, as this will trigger a call to your local emergency dispatch center. To test the 911 Alerts feature, use the Equipment to dial 6-1-1. You will hear a recorded message that tells you that a test call has been placed. Your Alert Contacts should then check their email inbox and/or phone to make sure the alert was sent and received properly. Double-check that the address included in the alert is up-to-date. By using the 911 Alerts feature, you authorize us to send emails and text messages to your Alert Contacts. YOU UNDERSTAND AND AGREE THAT YOUR MOBILE CARRIER, AND THE MOBILE CARRIER(S) OF YOUR ALERT CONTACTS, MAY APPLY ADDITIONAL CHARGES TO SEND AND RECEIVE TEXT MESSAGES. In the event an Alert Contact experiences a power failure or disruption, outage of internet service or mobile telephone service, or any other disruption, the 911 Alerts will be delayed or never received by the email inbox or mobile phone of that Alert Contact.

## 10 Additional Terms of Equipment and Service

(a) **Privacy and Security:** The calling capability and our Services use the public internet, third party networks, and inside wiring in customers' premises to transmit communications. We have engineered our Equipment and Services to minimize the risk of any loss in privacy when using such systems. You acknowledge, however, that we cannot guarantee that your communications are completely secure. We respect your privacy and treat the content of all communications as private, except as may be required by law. Please refer to the Privacy Policy on our web site at <http://www.Ooma.com/privacy> for additional information.

(b) **Compatibility with Home Security and Medical Alert Systems:** PLEASE NOTE: Our Services (including, without limitation, the Alarm Mode), the Equipment, and calling capability may not be compatible with certain home security and medical alert systems that communicate with the home security provider or medical alert provider by dialing a number using your local telephone service line. You may be required to maintain and pay for a separate landline or cellular telephone service from your local telephone company in order to use such systems. You are responsible for contacting the home security or medical alert company to determine the compatibility of its system with our Equipment and Services. YOU HEREBY WAIVE ANY CLAIM AGAINST OOMA FOR THE INTERFERENCE OR DISRUPTION OF THESE THIRD-PARTY SERVICES AND EQUIPMENT. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT THAT YOUR HOME SECURITY AND/OR MEDICAL ALERT SYSTEM IS DISRUPTED. YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTIONS ARISING FROM OR RELATING TO THE COMPATIBILITY OF OUR SERVICES, EQUIPMENT,

AND/OR ALARM SYSTEM MODE, WITH CERTAIN THIRD-PARTY NON-VOICE COMMUNICATION EQUIPMENT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ASSIGNS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE FAILURE, INTERFERENCE OR DISRUPTION OF THIRD PARTY SERVICES AND EQUIPMENT (INCLUDING, WITHOUT LIMITATION, HOME SECURITY AND MEDICAL ALERT SYSTEMS) DUE TO COMPATIBILITY OR INCOMPATIBILITY WITH OOMA'S SERVICES, EQUIPMENT, AND/OR ALARM SYSTEM MODE.

(c) **International Usage:** The Ooma system has been designed to support installation and use in the U.S. with a U.S. High-Speed Internet service provider. We currently only provide U.S. phone numbers and cannot guarantee installation, performance, or use of Ooma Equipment and Service outside the U.S. If you choose to install and use the Ooma system outside of the United States, you will be solely responsible for any violation of any export laws, tax laws, tariff agreements, U.S. or foreign regulatory rules, U.S. or local laws, or violation of your high-speed internet provider's terms of service. You will also be accountable for payment of any taxes, fees, penalties, and/or surcharges associated with use of the Ooma system outside of the United States. Ooma reserves the right to suspend Service to any non-U.S. based system at any time.

(d) **Voice-to-Text Limitations:** Some Ooma Services provide a function that allows voicemails to be converted to text. You understand and agree that this voice-to-text conversion may not be accurate and you are responsible for listening to the original voicemail to verify the accuracy of the conversion. Certain Services utilize human-aided conversions and, as a result, the privacy of your message and its content cannot be guaranteed. You hereby release all claims against Ooma and its third-party providers with respect to the voice-to-text service.

(e) **May Not Support x11 Calling:** The Equipment, if not connected to a landline, may not support 311, 511 and/or other x11 services in one or more (or all) service areas (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement, and 711, which is used to access telecommunications relay services). To keep all of these services, please have your Equipment, if your Equipment is capable of doing so, connected to a landline.

(f) **No 0+ or Operator Assisted Calling:** The Equipment, if not connected to a landline, does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls).

(g) **No Directory Listing for Residential Services:** The phone numbers you get from us will not be listed in any telephone directories. As a result, someone with your phone number cannot use a reverse directory to lookup your address.

(h) **Third-Party Products and Services:** We assume no obligation to provide support services for any third party products or services, or for problems with our service caused by third party products or services.

## 11 Service Charges, Billing and Payment

(a) **Service Charges, Taxes and Fees:** We may charge you certain Service fees and other taxes and fees, which may include, but are not limited to, fees for Services; activation fees; usage charges; international usage charges; advanced feature charges; premium services/add-ons, Equipment purchases; 911 Service Fee; regulatory compliance fee(s); Federal Universal Service Fee; federal, state, and/or local taxes; 911 fees; reconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our web site

at <http://www.Ooma.com/rates> and are incorporated by reference herein, and may change from time to time. Failure to pay any Service fees, other taxes or fees may result in suspension or termination of your account without notice.

(b) **Valid Credit or Debit Card Required:** In order to purchase Equipment or activate Services from us, you are required to provide us with a valid email address and a credit or debit card number from a card issuer that we accept ("Issuer"), together with the billing address for the card. We reserve the right to stop accepting credit or debit cards from one or more Issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is cancelled and replaced on account of loss or theft, you must advise us at once and provide new credit or debit card information or we may terminate Service to you. You acknowledge and agree that you authorize us and that we do not need to obtain any additional authorization from you for any recurring payments, automatic billing options or updated credit card or debit card information provided by your credit card or debit card company to us. Your account will be automatically terminated if you put a stop payment on your account with a financial institution in connection with payment of any of your monthly or annual charges.

(c) **Payments:** We accept payment only by credit or debit card. Your purchase of Equipment or activation of Services from us authorizes us to charge your credit or debit card. This authorization will remain valid until 30 days after we receive written notice of your intent to terminate our authority to charge your credit or debit card. If you provide such notice, we will charge your credit or debit card for any applicable termination fee and any other outstanding charges and terminate your Services.

(i) Collection: If your Services are terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorneys' fees.

(ii) Notices: You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

(iii) Late and Partial Payments: We may add late-payment charges to any past-due amounts at the lower of 1.5% per month of the past-due amounts or the maximum rate allowed by law. Our acceptance of late or partial payments (even if marked "paid in full" or with other restrictions) shall not waive any of our rights to collect the full amount of the charges. If charges cannot be processed through your credit or debit card, we may add a processing fee of \$15 or any lesser amount if limited by state law.

(d) **Automatic Billing:** Certain of our Services, including but not limited to our Premier Service, International Bundle and prepaid billing deposits, feature automatic rebilling. In such circumstances, for your convenience, your credit card will be automatically billed at the end of each term which will renew your membership for another like term. You may terminate automatic rebilling at any time by notifying us at least thirty (30) days before rebilling is to take place that you are terminating the Service. Failure on your part to notify us of your desire not to be re-billed, will result in your account being re-billed and you agree to hold harmless and indemnify us from any and all claims of wrongful billing.

(e) **Prepaid Services:** For international or directory assistance calls, you must first prepay a certain amount and the calls, along with associated taxes and/or fees, are then charged against the prepaid balance. Once the prepaid amount is exhausted, you will no longer be permitted to continue such calls until a new prepaid balance is established. Usage charges, if any, will be billed as set forth on our web site at <http://www.Ooma.com/rates>.

(f) **No Service Credit:** You acknowledge that Services are provided on a commercially reasonable efforts basis using the public network and third-party networks. Therefore, Ooma will not provide any credits, refunds or other compensation for interruptions of Service or failure of Equipment.

(g) **Billing Disputes:** If you dispute any charges from us, you must notify us in writing within 30 days after notification to you of the charges (or within any greater period required by law); otherwise, you will be deemed to have waived any right to contest such charges. During the period of a billing dispute, our receipt and acceptance of a partial payment shall not be construed as a payment in full of the contested amount, as set forth below. All notices of disputed charges should be sent to: Ooma, Inc., c/o Billing Department, 525 Almanor Avenue, Sunnyvale, CA 94085.

(h) **Reactivation and Number Change Fee:** You agree that we may charge you a fee for reactivation after a period of non-use or to change the phone number associated with the Equipment.

(i) **Number Porting Fee:** You agree that we may charge you a fee for porting your phone number from another provider. This fee is set forth on our web site at <http://www.Ooma.com/rates>. Number porting is subject to availability and other restrictions in certain geographic areas, and to policies of provider from whom the phone number port is requested. You should allow up to 21 days, or longer depending upon your provider, for number porting to be completed, and should not cancel your existing phone service until the number port is completed.

(j) **Collect Calls and Third-Party Billing** Should you incur charges for collect calls or other third-party service billed to your Ooma phone number, Ooma will charge you the cost of the call or service, as determined by the billing party, plus an additional service charge calculated as a percentage of the billing party amount. Failure to pay for these charges may result in suspension or termination of your account.

## 12 Return of Equipment and Refunds

(a) **Purchases Directly from Ooma:** If you bought your Equipment directly from Ooma, you may return the Equipment to us within 30 days of the date you received the Equipment (or as otherwise required by law) and we will refund the purchase price to you, provided that you:

(i) Return all of the equipment that you purchased from us within 14 days of termination of your account, in original condition, original packaging preferred;

(ii) Terminate your account with us within the same 30-day period;

(iii) Return original proof of purchase with the Equipment, together with all parts, and accessories;

(iv) Obtain a valid return authorization number from our customer care department prior to returning the Equipment to us by calling 888-711-6662; and

(v) Pay all costs of shipping the Equipment back to us. You may return Equipment for a refund only once. We reserve the right to charge a restocking fee as may be posted on our web site from time to time.

(b) **Retail Customers:** If you bought your Equipment from a retail store, dealer, or other provider ("Retailer"), rather than directly from Ooma, you may not return the Equipment to us. If permitted by the Retailer, you may return the Equipment to the Retailer, in which case the return will be subject to the Retailer's return policy.

(c) **No Refunds on Unused Services:** Subject to law, there are no refunds for unused service terms and all Service charges, taxes, fees and prepaid balances are non-refundable.

## 13 Termination of Services

(a) **By You:** You may terminate any or all Services by calling our Customer Care Department at the number posted on the web site. You may make the termination effective at any time after 5 working days from your termination request, except for Services where a minimum initial term is specified. You may make the termination effective on any date after the minimum initial term for any Services plus 5 working days. There are no refunds for unused service terms.

(b) **By Us:** We may terminate any or all of your Services or use of your Equipment at any time if any charge by us to your credit or debit card is declined or reversed, if your credit or debit card expires or is cancelled and you have not provided us with a valid replacement credit or debit card, or if you otherwise fail to pay any charges, taxes, or fees. Any attempt to use or use of a stolen credit or debit card will result in termination of all of your Services and use of your Equipment. We may terminate your use of the Equipment or of any or all Services if you fail to pay undisputed charges after they are due or within 5 business days after we have notified you that, in our sole but reasonable discretion, such disputed charges are valid and should be paid. We may terminate or modify your use of the Equipment or of any or all Services immediately if we determine, in our sole and absolute discretion, that you violated any of your obligations in this Agreement or that you violated the license granted in Paragraph 4. We may terminate any element of the Services provided to you (but not your use of the Equipment for unlimited calling) for any other reason or no reason by providing notice to you of at least 10 working days.

(c) **Phone Number:** The phone number assigned to your account may be re-assigned if your Services are terminated by you or by Ooma. If you wish to transfer your phone number to another service, you must do so prior to your Services being terminated, otherwise your phone number may not be available for transfer.

(d) **Responsibility for Charges and Reconfiguration of Telephone Line:** You will be required to pay for all Service charges, taxes, and fees through the date of termination. You will also be required to pay any termination charges for a terminated Service, unless we terminate the Services pursuant to the last sentence of Paragraph 13(b). You will be responsible for arranging with your local telephone service company for any reconfiguration of your local telephone service line and for paying any charges from your local telephone service company for such reconfiguration. If you terminate our Instant Second Line Service, you must remove the "call forward on busy" feature on your telephone service line or redirect the call forwarding to a different telephone number.

(e) **Reactivation:** If you wish to reactivate a terminated account, and we agree at our sole discretion to reactivate the account, you will be required to pay the reactivation fee as set forth on our web site at <http://www.Ooma.com/rates/> .

## 14 Warranties

(a) **Limited Equipment Warranty:** We provide a limited warranty on the Equipment as to manufacturing defects for a period of ONE (1) year from the date of purchase. This Limited Warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, damage by a Retailer, damage from dropping, abuse, water damage, electrical or lightning, or from other types of customer handling. Your sole remedy for any breach of this limited warranty is to obtain a repaired or replacement item of Equipment. You must include with the returned Equipment a letter stating that you are returning the equipment for warranty repair or replacement and state the nature of the defect. The capability to use the Equipment to make



calls, as described and qualified herein, will continue with any Equipment obtained from us to replace the original Equipment under this warranty. This Limited Warranty does NOT cover cost of shipment. You must be registered with Ooma as the primary account holder of record to exercise rights under this paragraph.

(b) **Option to extend Limited Equipment Warranty:** During the first year of coverage, the customer has the option to extend the Limited Warranty for additional periods for a one-time charge, as more fully described on our web site and incorporated by reference herein. Separate terms and conditions apply to that extended limited warranty.

(c) **Requests for Replacement Equipment:** To request replacement Equipment under the terms of this paragraph, the customer is required to call and speak with a member of Ooma Customer Support at 1-888-711-6662. The customer must provide a valid credit card (American Express, MasterCard, or Visa). Ooma will ship replacement Equipment along with a shipping label to return the damaged or broken Equipment. The customer is required to return the damaged or broken Equipment within 14 days of receipt of the replacement Equipment or the credit card on file will be charged. Should Ooma determine that the damaged or broken Equipment is not covered under the terms of this paragraph, the customer will have 14 days to return the replacement Equipment or the credit card on file will be charged for the full retail price of the replacement Equipment plus any associated taxes, shipping and handling fees.

(d) **No Other Warranties:** OTHER THAN THE LIMITED EQUIPMENT WARRANTY EXPRESSLY SET FORTH ABOVE, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ON THE EQUIPMENT, USE OF THE EQUIPMENT, OR ON ANY SERVICE. THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE EQUIPMENT OR ANY SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION, OR THAT THE FIRMWARE OR SOFTWARE IS ERROR FREE. ANY STATEMENTS AND DESCRIPTIONS CONCERNING THE EQUIPMENT OR SERVICES BY OOMA OR ITS AGENTS OR REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

## 15 Limitations of Liability and Indemnification

(a) **Direct Damages:** YOU UNDERSTAND AND AGREE THAT OOMA IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR FAILURE TO (I) REGISTER THE EQUIPMENT, (II) ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT ONLINE, (III) TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND THE OOMA SERVICES, OR (IV) CHARGE THE EQUIPMENT, IF APPLICABLE. OOMA'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF OOMA RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO THE SERVICES OR 911 DIALING, SHALL BE LIMITED IN AMOUNT TO THE TOTAL OF OOMA'S CHARGES COLLECTED FROM YOU DURING THE ONE (1) MONTH PERIOD PRECEDING THE ACT OR OMISSION AND SHALL BE FURTHER LIMITED TO RECOVERY OF ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH, PROXIMATELY CAUSED BY OOMA'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. OOMA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES

RESULTING FROM FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO), ACTS OF NATURE, STRIKES, FIRE, WAR, RIOT, ACTS OF TERRORISM, GOVERNMENT ACTIONS; LOSS OF POWER TO YOU; INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, OR ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO YOU ; EQUIPMENT, NETWORK OR FACILITY FAILURE, SHORTAGE, UPGRADE, RELOCATION OR MODIFICATION; AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY YOUR ISP OR HIGH-SPEED INTERNET SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OUR REASONABLE CONTROL.

(b) **Indirect, Consequential Damages:** OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, ASSIGNS, OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU OR US IN CONNECTION WITH THE SERVICE, SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES ARISING FROM OR IN CONNECTION WITH PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, OR THE USE OR INABILITY TO USE THE SERVICE OR ANY OF THE EQUIPMENT, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE, OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES INCLUDING CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) **Indemnifications:** In addition to the indemnification provision above, you shall defend, indemnify, and hold harmless Ooma, its officers, directors, employees, affiliates, agents, assigns, and any other service provider who furnishes services to you or us in connection with the use of the Equipment and Services, from any and all claims, suits, actions, judgments, losses, damages (direct, indirect and consequential), fines, penalties, costs, and expenses (including, without limitation, attorney's fees) by or on behalf of you or any third party (other than your local telephone service company) relating to:

- (i) The use of your Equipment and Services;
- (ii) Any violations of your obligations under this Agreement;
- (iii) The violation of applicable laws, regulations or the terms of this Agreement,
- (iv) The transmission of any messages, content, images or other information,
- (v) Any claims for infringement of any intellectual property rights arising from or in connection with use of the Services, or
- (vi) Any harm to any person resulting in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data) .

## 16 Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OOMA. In the unlikely event that Ooma has not been able to resolve a dispute it has with you, any member of your household, or any of your guests or any user of your Equipment or Services arising out of or relating to use of the Equipment or Services after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any Ooma claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms and Conditions, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Santa Clara County, California, unless you and Ooma agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Ooma from seeking injunctive or other equitable relief from the courts as necessary to protect any of Ooma's proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS TERMS OF SERVICE, YOU AND OOMA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## 17 Export Controls

You agree to comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security (the "U.S. Export Controls"). Without limiting the generality of the foregoing, you expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Equipment or Services or any direct product thereof to any destination, company, or person restricted or prohibited by U.S. Export Controls.

## 18 Copyright Infringement; Digital Millennium Copyright Act (DMCA) Notice

Materials may be made available via the use of the Equipment and Services by third parties not within our control. We are under no obligation to, and do not, review content posted, published, or broadcast through our Services for illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to be posted, published, or otherwise broadcast through our Services. If you believe any of the materials we knowingly post, publish, or broadcast regarding our Services and Equipment infringe a copyright, you should provide us with written notice that, at a minimum, contains: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing, or to be the subject of infringing activity, that is to

be removed or disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All DMCA notices should be sent to our designated agent as follows: Ooma Legal Department, 525 Almanor Avenue, Sunnyvale, CA 94085.

## 19 Miscellaneous

(a) **Survival:** The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

(b) **No Third Party Beneficiaries:** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third party beneficiary rights.

(c) **Governing Law:** This Agreement and the relationship between you and us are governed by the laws of the state of California without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Paragraph 16, such action shall only be brought in a court of competent jurisdiction in San Mateo County and you shall submit to the personal and exclusive jurisdiction of the courts located within the state of California and waive any objection as to venue or inconvenient forum.

(d) **Copyrights, Service Marks, and Trademarks:** The Equipment and each of our Services and any firmware or software used to provide the Services or provided to you in conjunction with our Services, or embedded in the Equipment, and all Services, information, documents, and materials on our web site are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All of our web sites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(e) **Entire Agreement:** Materials on our web site which are not specifically referred to in these Terms and Conditions are not incorporated into this Agreement. This Agreement and the Ooma Mobile HD End User License Agreement (if applicable), including any future modifications of those agreements by Ooma, and the charges for Equipment and Services, and other related materials found on our web site constitute the entire Agreement between you and us and governs the use of the Equipment and Services by you, members of your household, and guests. This Agreement supersedes any prior agreement between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

(f) **Severability:** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

(g) **No Waiver Rights:** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

(h) **Assignment:** Ooma may assign this Agreement and any of its right or obligations hereunder at anytime. You may not assign your rights or delegate any of your duties under this Agreement,

and any attempted assignment or delegation without such consent will be void. This agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

(i) **Performance of Work:** Ooma may subcontract any work, obligations or other performance required of Ooma under this Agreement without your consent.

(j) **No Agency:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.