

OMNI F/K/A INTELLIGENT VIRTUAL OFFICE SERVICE TERMS OF SERVICE

The terms below apply to Your access to and use of Sprint's Omni Service f/k/a Sprint Intelligent Virtual Office (the "Omni Service").

You acknowledge and agree that Ooma, Inc., ("Ooma"), not Sprint, is the service provider. As such, Ooma is responsible for compliance with all laws, rules, and regulations applicable to the service and you agree to Ooma is responsible for identification, calculation and remittance of all taxes, surcharges, fees, etc., applicable to the Omni Service.

Further, by indicating your interest in pursuing purchase of the Ooma products or services, you agree that Sprint may transfer your contact information, Sprint account number, and details of your interest to Ooma. Ooma is exclusively responsible for this information upon receipt, and it is subject to the Ooma Privacy Policy, available at <https://www.ooma.com/legal/privacy-policy/>.

A. Features. Omni is a Voice over Internet Protocol (VoIP) telephone system that includes the following features:

1. Omni Standard features include:
 - a. Voicemail
 - b. Unlimited Domestic Voice Service
 - c. Smartphone integration
 - d. Extension monitoring (up to 20 extensions). Extension monitoring monitors the status of another user's extension and performs actions such as three-way phone calls, incoming call intervention, and more.
 - e. Call Park (up to 5 parking slots). While the caller will have the experience of being placed on hold, the call park features allows anyone with access to the "parking spot" to pick up the call and address the caller's needs.
 - f. and numerous value-added capabilities. Please see your Sprint Account Representative for additional details.
2. Omni Professional includes all the features of Omni Standard while adding the following:
 - a. Call Recording. Omni supports persistent call recording (always on) and on-demand call recording. Recordings are stored for 90 days. Account administrators can designate automatic recording of all incoming and outgoing calls for an individual extension, while individual users can start a call recording on demand at any time. Calls can be played back through the service's online portal or downloaded for subsequent playback or storage. Sprint will have no liability for a failure related to the recording or storage of voice calls. The laws regarding the notice, notification, and consent requirements for recording communications vary from state to state. In some states, Customer is required to obtain consent from all parties to a recorded communication. Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature.

- b. Call Park (up to 10 parking slots). Same as Call Park as described in the Omni Standard features above but supporting up to 10 parking slots.
- c. Audioconferencing with up to 25 participants. A conference bridge that support up to 25 participants
- d. Overhead paging integration. Omni professional integrates with certain overhead paging systems so that an IP phone can be used to make an announcement heard through the public address system in a large area.

B. Technical Support.

- 1. For trouble calls on an ongoing basis, Customer shall engage Sprint directly by calling 877-892-6470 during available hours.

C. Limitation of Liability and Additional Indemnification.

1. Limitation of Liability.

- a. Sprint expressly disclaims all liability with respect to Customer's recording of telephone conversations. Customer hereby agrees to fully, finally, and forever release, discharge, and hold harmless, Sprint from and against any damages or liabilities of any kind related to the recording of any communications using the Omni Service including the recording (or failure to record) or storage (or failure to store) of any such communications.
 - b. Sprint is not liable for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while, in the course of providing Services under this Agreement, such data, programs or other information is within the control of Sprint or Sprint's subcontractors.
 - c. Sprint is not liable for any outage or other inability of devices to dial 911, or any other emergency telephone number, or to access an emergency service operator.
2. Customer will indemnify, defend and hold harmless Sprint, Sprint's directors, officers, employees, agents, and their successors and assigns, from and against all claims or complaints for damages, losses, liabilities or expenses (including any penalty, interest, and reasonable attorneys' fees), relating to or arising out of Customer's use of the Omni Service, including without limitation, claims related to or arising out of the following:
- a. Customer's recording of any communications using the Omni Service and Sprint's recording (or failure to record) or storage (or failure to store) of any such communications, and
 - b. the failure or outage of call functionality, including without limitation those related to 911 dialing.