



Agreement for Outsourcing Phone Answering Services

1. Parties:

Operator: "CloudAnswering", a division of Cloud Officing Corp

Client: xxxx

Term: This Agreement is effective (start date to be determined upon completion of set-up). The term of this Agreement is equal to term length chosen upon purchase, unless indicated otherwise. After initial 30-day term, either party may terminate or amend the Agreement by 30-day written notification. **In any event, the termination or any downgrade of this agreement shall occur only at the end of a calendar month.**

2. Background:

This Agreement is being made and entered into with reference to the following facts: CloudAnswering wishes to provide basic phone answering services and "basic" support services (loosely defined as "tier 1" or "entry level") to a variety of businesses, generally, but not exclusively to the Serviced Office industry. This Agreement documents the terms and conditions under which Client agrees to purchase and CloudAnswering agrees to provide services. By reference to this document, exclusively for the Serviced Office industry, all of Client's customers (End User) are included as potential recipients of services under this Agreement.

3. Pricing and Operational Assumptions:

Client agrees to CloudAnswering pricing as regularly published by CloudAnswering, or specialty pricing as agreed upon, in writing, on an as requested basis. The current price list is attached hereto as Exhibit A to this Agreement. CloudAnswering will provide at least 60-day



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advanced notice of any substantial changes in price list. Client will provision phone services on behalf of its client (End User) with WUN Systems and direct the phone numbers to CloudAnswering for answering services. Client will maintain the primary service relationship for its account with WUN Systems and the primary customer service relationships with End User by directing CloudAnswering's staff with instructions, changes or comments on the End User's behalf. CloudAnswering will not make edits or changes to call handling instructions by communication from the End User. If Client wishes to contract CloudAnswering's staff for on-site technical training, Client will be expected to cover the costs of travel and other out-of-pocket related costs associated with this service. Travel costs will be charged at either the then standard Federal per mile reimbursement rate or for the actual costs of travel to a location 200 miles or more from CloudAnswering's location.

4. Work Product Standards and Warranties:

CloudAnswering will apply a standard of service per each of Client's and Client's End User's calls. Note that CloudAnswering Customer Service Representatives are referred below as CSR. The basic standard of live answering service will include: **Personalized Greeting:** Greetings can contain up to 16 words, an additional premium will be applied to each additional word. (See Exhibit) **Screening Calls:** Name of caller and if appropriate, caller's company information and if requested, what the call is in reference. Additional information requested on a regular basis for Screening will be charged a Special Handling fee. CloudAnswering will require Client to request additional services on behalf of its End User, so Special Handling Fees are agreed upon in advance. **Patch:** CSR will attempt 3 rings, as heard by CloudAnswering's CSR, to 1 (one) destination, and if no answer or the user declines the call, the caller will be placed in voicemail or directed on a 'ring and release' to another number. **Live Answering hours:** CloudAnswering will answer phones for Client and its End Users from 8:30 a.m. until 5:00 p.m. pst, Monday through Friday, pre-determined holidays excluded. Additional charges will apply for extended answering hours, which will be available starting at 5:30 am PST, Monday – Friday, published Holidays excluded. **New Client Set Up:** Client will forward a completed new user "Company Information", "User Information", and "Telephone Setup" form to CloudAnswering. These forms are attached as Exhibit B. Once received, CloudAnswering will have "24 hours" or 1



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business day to enter new user data and program the phone equipment and/or phone answering procedures into the system. Updates to Client's or Customer's accounts are handled by CloudAnswering at no additional cost. The one time Set Up fee charged to Client on behalf of End User includes service updates for the life of the End User. Additions to Customer databases, set up of auto attendant features, phone or email training for Clients and End Users, among other services, are included in the monthly service fee. However, Client is advised and should instruct its End User that the same 24-hour, 1 business day turnaround applies to any of these additions, updates or related services just as it does for new End User set up.

5. **Payment of Services:**

Payments not made by the 15th of the month, or 5 days after receipt of CloudAnswering's invoice, whichever is later, are subject to a late fee in the amount of 5% of the invoiced amount plus an accrued interest rate of 18% per annum.

6. **Remedies Upon Default:**

If Client does not make payment to CloudAnswering for invoiced or amended invoiced services by the 20th day after receipt of invoice, then Client is in default of this Agreement. If CloudAnswering has not received payment by the 25th day after receipt of invoice, then CloudAnswering will submit written notice of default to Client. CloudAnswering has a number of remedies available to ensure the default is cured, including but not limited to discontinuation of all services related to Client and its Customers within 5 days following written notice of default.

7. **Indemnify, Hold Harmless and Waiver of Claims:**

Due to the imperfect nature of technology and verbal, written or electronic communication, Client agrees that CloudAnswering will be held harmless from all liability, loss, cost or



obligations on account of, or rising out of any actual or perceived loss of business, profits or anticipated earning or for claims for damages in connection with the Client's use of CloudAnswering's services, including: phone answering, communications transmission systems, the conveyance of messages, or not, via any means of communication, telephone equipment delay or malfunction, voicemail, internet or email communication, connection or access. Client's sole remedy and CloudAnswering's sole obligation for any failure to render any service, any error or omission, or any delay or interruption with respect thereto, is limited to an adjustment to the Client's billing in an amount equal to the charge for such service for the period during which the failure, delay or interruption occurs and continues.

8. Required Equipment:

Client will purchase and set up its End Users' numbers directly from WUN Systems and direct these numbers to CloudAnswering for Processing. Client will be responsible for the payment of all minutes required to process the calls through client's service.

9. CloudAnswering's Employees:

CloudAnswering shall be fully and solely responsible for the compensation and performance of all of its employees hereunder and the filing of any and all returns and reports and the withholding of applicable federal, state and local wage tax and employment related taxes.

10. Applicable Law:

This Agreement shall be governed and construed in accordance with the laws of the State of California. This instrument contains the entire agreement of the parties. No representation or promise relating to and no amendment of this Agreement shall be binding unless it is in writing and signed by both parties. No provision of this Agreement shall be deemed waived



except in writing and signed by the waiving party. If any provision of this Agreement is held to be unenforceable, this agreement shall be construed without such provision. The captions are not part of this agreement.

11. Notices:

Notice to discontinue services will be required in writing and delivered via e-mail – with a return confirmation and such telefaxed or e-mailed or sent by first-class mail, postage prepaid, addressed to the CloudAnswering at the addresses detailed below or such other address as CloudAnswering may designate by notice to the Client. All notices shall be deemed effective upon receipt.

CloudAnswering Attn: Brianna Doyle at Brianna@CloudAnswering.com or to CloudAnswering Headquarters 8880 Cal Center Drive, Suite 400, Sacramento, CA 95826

Agreed: Cloud Officing Corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Client Company Name: _____

Signature: _____



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Name: _____

Title: _____

Date: _____



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Exhibit A

CloudAnswering Wholesale Pricing

Exhibit B

CloudAnswering End User Set Up Forms