mCloud Technology, LLC – Universal Terms and Conditions of Services

Last updated: November 17, 2026

These terms apply to every Customer Service Order issued by mCloud Technology, LLC and are posted at www.mcloudtechnology.com/terms.

1. About these terms

1.1 **Parties.** These Universal Terms and Conditions of Services (the "Terms") are between mCloud Technology, LLC, a Maryland limited liability company ("mCloud"), and the business named on a Customer Service Order ("Customer").

1.2 **Customer Service Order.** A "Customer Service Order" or "CSO" is an mCloud order form or quote that lists the services, quantities, charges and term, and that Customer has signed or accepted in writing. Each CSO incorporates these Terms. Together they are the "Agreement".

1.3 **Which document controls.** If a CSO and these Terms conflict, the CSO controls on services, quantities, charges and term. These Terms control on everything else.

1.4 **Business use only.** The services are sold to businesses and organizations, not to consumers for personal or household use.

1.5 **Customer's users.** Customer is responsible for everyone who uses the services through its account, including its affiliates, employees and contractors ("Users").

2. The services

2.1 **What mCloud provides.** mCloud will provide the voice, unified communications, fax and related services listed on the CSO (the "Services") with reasonable skill and care.

2.2 **Underlying carriers.** mCloud resells and manages services delivered over the networks of third-party carriers and platform providers ("Underlying Providers"). mCloud may change Underlying Providers at any time if the Services are not materially reduced.

2.3 **Customer's network.** The Services run over Customer's internet connection, local network, power and devices. Customer is responsible for these unless the CSO says mCloud supplies them. Call quality and availability depend on them.

2.4 **Maintenance.** mCloud or its Underlying Providers may interrupt the Services for maintenance. mCloud will use reasonable efforts to give advance notice of planned interruptions and to schedule them outside business hours.

2.5 **Service start.** Billing for each Service starts on the earlier of the date mCloud notifies Customer that the Service is ready, or the date Customer first uses it (the "Service Start Date"). Customer has 72 hours after the ready notice to report in writing that the Service is not working.

2.6 **Support.** Customer may report service problems at 855-474-8464 or info@mcloudtechnology.com.

3. 911 emergency calling

IMPORTANT: 911 CALLING OVER THESE SERVICES WORKS DIFFERENTLY FROM TRADITIONAL TELEPHONE 911 AND HAS LIMITS. PLEASE READ THIS SECTION CAREFULLY.

3.1 **When 911 may not work or may be limited.** 911 calling may be unavailable or limited if:

- power to the phone, router or other equipment is lost;
- the internet connection fails, is congested or is suspended;
- the Services are suspended or terminated, including for non-payment;
- a device is used at a location other than its Registered Location;
- equipment or software is not configured correctly, or a softphone is not running; or
- the Registered Location is wrong, out of date or not yet activated.

3.2 **Registered Location.** Before a Service is activated, Customer must give mCloud the physical street address where each line, seat or device will be used (the "Registered Location"). Emergency responders may be sent to that address. Customer must update the Registered Location by contacting mCloud support before a device is moved or used elsewhere, including softphones and mobile apps used from home or while traveling. Updates may take time to become effective.

3.3 **How calls are routed.** A 911 call may be routed to a national emergency call center instead of the local emergency answering point. The caller may need to state their location and call-back number, and should not hang up until told to.

3.4 **Customer's duties.** Customer must:

- tell every User about the limits in this section;
- place the warning labels mCloud provides on or near each device;
- keep an alternative way to reach 911, such as a mobile phone; and
- where Customer runs a multi-line system, meet any legal duties that apply to it for direct 911 dialing, on-site notification and location information.

3.5 **Acknowledgment.** By signing or accepting a CSO, Customer confirms that it has read and understood this section.

3.6 **Liability for 911.** To the fullest extent the law allows, mCloud and its Underlying Providers are not liable for any claim or loss arising from 911 calling or the inability to reach emergency services, except where caused by mCloud's gross negligence or willful misconduct. Customer will defend and indemnify mCloud against claims by Users and third parties arising from 911 calling over Customer's account.

4. Term and renewal

4.1 **Initial term.** Each Service runs for the term stated on the CSO, starting on its Service Start Date (the "Initial Term"). If the CSO states no term, the Service is month-to-month: it continues until either party ends it on 30 days' written notice, and no early termination charge applies.

4.2 **Automatic renewal.** At the end of the Initial Term and each renewal term, the Service renews for a further 12 months at mCloud's then-current rates, unless either party gives written notice of non-renewal at least 30 days before the term ends. This section does not apply to month-to-month Services.

4.3 **Added services.** Services added during a term run to the end of the existing term unless the CSO says otherwise. Changes to the Services do not shorten the term commitment.

5. Charges, billing and taxes

5.1 **Charges.** Customer will pay the one-time and monthly charges on the CSO, plus usage charges at mCloud's then-current rates for calls not included in a plan, such as international, toll-free inbound and directory calls.

5.2 **Invoices.** mCloud invoices monthly: recurring charges in advance, usage in arrears, and one-time charges on the Service Start Date. Partial months are prorated. Invoices are payable in U.S. dollars by the due date shown, or within 30 days of the invoice date if none is shown.

5.3 **Late payment.** Overdue amounts incur a late charge of 2.5% per month, or the highest rate the law allows, whichever is lower, from the due date until paid. Customer will pay mCloud's reasonable collection costs.

5.4 **Taxes and fees.** Charges exclude taxes. Customer will pay all applicable taxes, regulatory fees and surcharges, including sales and communications taxes, 911 fees and universal service charges, other than taxes on mCloud's net income. A tax-exempt Customer must give mCloud a valid exemption certificate; the exemption applies from the date mCloud receives it.

5.5 **Billing disputes.** Customer must pay undisputed amounts and notify mCloud in writing of any disputed charge, with reasons, within 90 days of the invoice date. Charges not disputed in that time are final.

5.6 **Rate changes.** mCloud may change usage rates at any time by updating its rate schedule. mCloud may pass through increases in taxes, regulatory fees or Underlying Provider charges on 30 days' written notice. Monthly recurring charges otherwise stay fixed for the current term. For month-to-month Services, mCloud may change monthly recurring charges on 30 days' written notice.

5.7 **Credit and deposits.** Service is subject to credit approval. If Customer pays late or its financial condition materially worsens, mCloud may require a deposit of up to two months' estimated charges.

5.8 **Unauthorized use.** Customer is responsible for all charges on its account, including charges from fraudulent or unauthorized use, except use by mCloud or its personnel. Customer must keep passwords, devices and its phone system secure.

6. Acceptable use

6.1 **Lawful use.** Customer and its Users will use the Services lawfully and will not:

- send unlawful, fraudulent, harassing or abusive calls, messages or faxes;
- make telemarketing or automated calls or texts without the consents and registrations the law requires, or in breach of do-not-call rules;
- falsify or mislead with caller ID information;
- record calls without the consents the law requires;
- resell the Services without mCloud's written consent; or
- interfere with the networks of mCloud, its Underlying Providers or other customers.

6.2 **Fair use of unlimited plans.** Plans described as "unlimited" are for normal business calling by one User per seat within the United States and Canada. They include up to 2,000 outbound minutes per seat per month. Minutes above that, and seats shared by more than one User, are billed at mCloud's then-current usage rates.

6.3 **High-volume use.** Call center, auto-dialer, predictive-dialer, call-blasting and similar high-volume use is allowed only on Services that the CSO identifies for that purpose, such as Call Center Agent seats.

6.4 **Underlying Provider rules.** Customer will follow any acceptable use rules of Underlying Providers that mCloud gives to Customer in writing.

6.5 **Regulated information.** Customer will not use the Services to store or send protected health information or other specially regulated data unless the parties have signed a separate written agreement covering it.

7. Equipment and phone numbers

7.1 **mCloud equipment.** Equipment that mCloud rents or lends to Customer stays mCloud's property. Customer will keep it in good condition, will not alter it, and will return it within 30 days after the Service ends or pay its replacement cost.

7.2 **Purchased equipment.** Equipment Customer buys from mCloud carries only the manufacturer's warranty. Ownership passes on payment in full.

7.3 **Customer equipment.** mCloud is not responsible for the operation, configuration or security of equipment and software that Customer supplies.

7.4 **Phone numbers.** Customer does not own the phone numbers mCloud assigns. mCloud may change a number where an Underlying Provider or regulator requires it.

7.5 **Porting.** Customer may port numbers to or from mCloud as the law allows. Customer must give accurate porting information and authorization. Porting a number away does not end the term commitment or the charges due under the Agreement.

8. Suspension and termination

8.1 **Suspension.** mCloud may suspend all or part of the Services:

- if an undisputed amount is still unpaid 5 business days after written notice;
- immediately, if mCloud reasonably suspects fraud, a security threat, unlawful use or a breach of Section 6; or
- if an Underlying Provider, court or regulator requires it.

mCloud will give notice where practical. Charges continue during suspension. Suspension may disable 911 calling.

8.2 **Termination for cause.** Either party may terminate the Agreement or an affected Service by written notice if the other party materially breaches the Agreement and does not cure within 30 days after written notice, or becomes insolvent or enters bankruptcy. For non-payment the cure period is 5 business days.

8.3 **Early termination charge.** If Customer ends a Service before its term expires, other than under Section 8.2 or 11.2, or if mCloud ends it for Customer's breach, Customer will pay:

- all charges accrued to the termination date;
- 100% of the monthly recurring charges for the rest of the current term;
- any one-time charges that mCloud waived or discounted; and
- any termination charges that Underlying Providers bill to mCloud for the Service.

The parties agree this charge is a reasonable estimate of mCloud's loss and not a penalty.

8.4 **After termination.** Customer will pay all amounts due and return mCloud equipment. Sections 3.6, 5, 8.3, 9, 10 and 12 survive termination.

9. Customer data and CPNI

9.1 **Use of data.** mCloud collects and uses account, billing, call-detail and usage information to provide, bill, support and secure the Services and to meet legal duties.

9.2 **Sharing.** mCloud shares this information with Underlying Providers and vendors only as needed to deliver the Services, and with authorities where the law requires. mCloud does not sell it.

9.3 **CPNI.** mCloud protects customer proprietary network information as federal law requires. mCloud may verify the identity of anyone asking for account or call-detail information. Customer will name authorized contacts and keep them current.

9.4 **Call content.** mCloud does not control the content of calls, messages, voicemail, recordings or faxes. Customer is responsible for that content and for any consents needed to record or monitor.

9.5 **Confidentiality.** Each party will keep the other's non-public business information confidential and use it only to perform the Agreement. Pricing on a CSO is mCloud's confidential information.

9.6 **Privacy policy.** mCloud's privacy policy posted at www.mcloudtechnology.com also applies.

10. Warranties, liability and indemnity

10.1 **Disclaimer.** EXCEPT AS STATED IN SECTION 2.1, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". MCLOUD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MCLOUD DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2 **Service credits.** If a Service is unavailable for more than 4 consecutive hours for reasons within mCloud's control, Customer may request, within 30 days, a credit of the prorated monthly recurring charge for the affected Service for the period of the outage. Credits in a month will not exceed that month's recurring charge for the affected Service. Credits are Customer's sole remedy for outages and service quality.

10.3 **Underlying Providers and third parties.** mCloud is not liable for failures caused by Underlying Providers, Customer's internet connection, network, power or equipment, or other parties outside mCloud's reasonable control, beyond the credits in Section 10.2.

10.4 **Excluded damages.** NEITHER PARTY IS LIABLE FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, COST OF REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

10.5 **Cap.** MCLOUD'S TOTAL LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE CHARGES CUSTOMER PAID FOR THE AFFECTED SERVICE IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

10.6 **Exceptions.** Sections 10.4 and 10.5 do not limit Customer's duty to pay charges, Customer's indemnity duties, or liability for death or bodily injury caused by negligence, or for fraud.

10.7 **Customer indemnity.** Customer will defend and indemnify mCloud and its Underlying Providers against third-party claims, fines and costs, including reasonable legal fees, arising from the content of communications over Customer's account, use of the Services in breach of Section 6, or Customer's breach of law.

10.8 **Mutual indemnity.** Each party will indemnify the other against third-party claims for bodily injury, death or damage to tangible property caused by its negligence or willful misconduct.

11. Changes to these terms

11.1 **Updates.** mCloud may amend these Terms by posting the revised version at www.mcloudtechnology.com/terms and giving Customer at least 30 days' notice by email or invoice message. The amended Terms apply from the effective date in the notice.

11.2 **Right to object.** If an amendment materially and adversely affects Customer, Customer may terminate the affected Services without an early termination charge by written notice before the effective date. Continued use after that date is acceptance.

11.3 **Other changes.** Any other change to the Agreement must be in writing and signed or accepted by both parties. Terms on Customer's purchase orders do not apply.

12. General

12.1 **Governing law and venue.** Maryland law governs the Agreement, without regard to conflict-of-law rules. The state and federal courts located in Prince George's County, Maryland have exclusive jurisdiction. EACH PARTY WAIVES TRIAL BY JURY.

12.2 **Time limit for claims.** Any claim under the Agreement, other than for unpaid charges, must be brought within one year after it arises.

12.3 **Notices.** Notices must be in writing. Notices to mCloud go to mCloud Technology, LLC, 11720 Beltsville Dr, Suite 930, Beltsville, MD 20705, and to info@mcloudtechnology.com. Billing disputes and non-renewal notices may be sent to billing@mcloudtechnology.com. Notices to Customer go to the postal or email address on the CSO. Email notices are effective the next business day.

12.4 **Assignment.** Customer may not assign the Agreement without mCloud's written consent, which will not be unreasonably withheld. mCloud may assign it to an affiliate or to a successor to its business.

12.5 **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including Underlying Provider failures, internet or power outages, cyberattacks, natural disasters and government action. This does not excuse payment for Services delivered.

12.6 **Publicity.** Neither party will use the other's name or marks in publicity without written consent, except that mCloud may list Customer as a customer unless Customer objects in writing.

12.7 **Entire agreement.** The Agreement is the entire agreement about the Services and replaces earlier proposals and understandings.

12.8 **Other terms.** The parties are independent contractors. There are no third-party beneficiaries, except that Underlying Providers may rely on Sections 3.6 and 10. A failure to enforce a right is not a waiver. If a provision is unenforceable, the rest stays in effect. A CSO may be signed electronically and in counterparts.