



Terms of Service

In addition to the Website Terms & Conditions contained on the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ ("Perkins Enterprises LLC dba SOCOM SYSTEMS.", "We") website (the "Site"), You ("You" or "Customer") acknowledges that by using the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Hosted PBX Service and/or SIP Trunking Service (the "Service"), You agree to abide by and comply with these Terms of Service. If you do not wish to be bound by these Terms of Service, You may not use the Service. Perkins Enterprises LLC dba SOCOM SYSTEMS. may modify these Terms of Service without notice and such modifications shall be deemed effective immediately upon posting of the modified Terms of Service. You agree to review these Terms of Service periodically to be aware of such modifications and your continued access or use of Service.

1. Rights Granted. Subject to the terms of these Terms of Service and the Terms & Conditions, Perkins Enterprises LLC dba SOCOM SYSTEMS. grants You the right to use the Service. All rights not expressly granted under these Terms of Service are retained by Perkins Enterprises LLC dba SOCOM SYSTEMS..
2. Registering for the Service. Upon registering for the Service and establishing a Service account (an "Account") and at subsequent times as requested by Perkins Enterprises LLC dba SOCOM SYSTEMS., You agree to provide to Perkins Enterprises LLC dba SOCOM SYSTEMS. Your true, accurate, current, and complete personal name and/or business name, billing and shipping addresses, all addresses where the Service is to be used, 911 registered addresses for all Equipment ("911 Location"), email address, contact phone number, credit card information, and other information which Perkins Enterprises LLC dba SOCOM SYSTEMS. deems necessary to administer Your Account ("Customer Information"). You represent and warrant that the Customer Information You provide is accurate, current, and complete, and agree to promptly update any of the information if it changes. If You provide Customer Information that is, or that Perkins Enterprises LLC dba SOCOM SYSTEMS. suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, Perkins Enterprises LLC dba SOCOM SYSTEMS. has the right, in its sole discretion, to immediately suspend or terminate the Service and/or Your Account.
3. The Service.
 - (a) The following comprises the base plan offering for the Perkins Enterprises LLC dba SOCOM SYSTEMS. Hosted PBX Service:
 - Phone Terminal Extension (includes a USA or Canada Phone Number) - monthly fee quoted during the sign-up process
 - USA or Canada Toll Free Phone Number - monthly fee quoted during the sign-up process + \$0.015/min
 - Porting Fee Per Phone Number - \$15.00 Non-Recurring Charge
 - A-Z Pricing For International Calls Charged At Per Minute Rates

Additional Features. Each of the following features is an additional fee as quoted during the sign-up process or thereafter:

Each Additional IVR

Each Additional Queue

Each Conference Bridge

Each Additional Intercom Extension

Each Additional USA/Canada Phone Number

(b) The following comprises the base plan offering for the Perkins Enterprises LLC dba SOCOM SYSTEMS. SIP Trunking Service:

One (1) concurrent virtual phone channel (SIP Trunk) which allows for one simultaneous call per channel ordered. Each channel includes a USA or Canada virtual Phone Number - monthly fee quoted during the sign-up process

Purchase of Equipment shall be pursuant to prevailing price at the time of Customer's registration for the Service.

Additional features and services may be added and made available to You pursuant to these Terms of Service and additional terms and conditions.

You may also be subject to an Administration Fee which may be imposed to recover costs associated with, among other things, customer support, and Service/Equipment installation and configuration.

4. Accounts. The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Service with Perkins Enterprises LLC dba SOCOM SYSTEMS.. If no legal entity is provided upon sign-up, the Account owner shall be the owner of the credit card (or alternative method of payment) used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation. If Perkins Enterprises LLC dba SOCOM SYSTEMS. is unable to determine the valid owner of the Account, Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to suspend and/or terminate the Account and Service. Customers with a past due balance on previous or multiple accounts will be charged the full balance due and owing upon opening a new account or updating their credit card (or alternative method of payment) information on file.
5. Customer Information. You hereby grant to Perkins Enterprises LLC dba SOCOM SYSTEMS. a perpetual, worldwide, royalty-free, non-exclusive license to copy, store, record, transmit, display, print, and use Customer Information to the extent required to provide or improve the Service. We may use your personal information for other purposes such as to provide You with information about features of the Service, to contact You for updates to Your account information, and to provide You with marketing and promotional material about the Service as well as Perkins Enterprises LLC dba SOCOM SYSTEMS.'s other products and services. We may also share Your Customer Information with third parties that provide products or services that may be of interest to You and as permitted pursuant to Perkins Enterprises LLC dba SOCOM SYSTEMS.'s Privacy Policy, which is incorporated into these Terms of Service by reference. You hereby agree that Perkins Enterprises LLC dba SOCOM SYSTEMS. may send You (and any other user of the Service connected to Your account) marketing and promotional

materials via e-mail, regular mail, or any other medium, provided, that You may unsubscribe to such materials at any time by notifying Perkins Enterprises LLC dba SOCOM SYSTEMS. Customer Support. Perkins Enterprises LLC dba SOCOM SYSTEMS. is not obligated to store Your communications logs, voicemails, faxes or e-mails. You agree that Perkins Enterprises LLC dba SOCOM SYSTEMS. has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Service.

6. Prohibited Uses. Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right, in its sole discretion, to immediately and without notice terminate the Service to You for any use of the Service or any other action that causes a disruption in the network integrity, or directly or indirectly threatens or compromises the security of Perkins Enterprises LLC dba SOCOM SYSTEMS., its vendors, or the Service. Customer agrees, represents, and warrants that it will use the Service for its own internal use only, and shall not resell, transfer or charge for the Service or Equipment without the express written permission of Perkins Enterprises LLC dba SOCOM SYSTEMS.. Such permitted use shall not include certain activities including, but not limited to autodialing, transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous, spoofing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, polling, transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties, telemarketing (including without limitation charitable or political solicitation, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customer agrees not to use the Service to send unsolicited commercial e-mails to recipients outside of the entity covered under its Account. Customer shall not transmit through the Service any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil or criminal liability or otherwise violate any applicable local, state, national or international statute, regulation, or other law. Any use found to be inconsistent with these restrictions will result in the immediate termination of the Service. You understand that Perkins Enterprises LLC dba SOCOM SYSTEMS. may immediately terminate Your right to use the Service without liability of any kind if You use the Service to send or transmit any unsolicited communications or advertisements.
7. Intellectual Property Rights. You acknowledge and agree that any and all patents, copyrights, trademarks, logos, slogans, service marks, trade secrets, and all other intellectual property rights (collectively, "Proprietary Rights") in the Equipment and Service are and shall remain the sole and exclusive property of Perkins Enterprises LLC dba SOCOM SYSTEMS. and its licensors and suppliers. Nothing in these Terms of Service shall be construed to grant, transfer, or assign any Proprietary Rights to, or vest any Proprietary Rights in, Customer or any third party. You are only entitled to the

limited use of the rights expressly granted to You in these Terms of Service as may be amended from time to time. The Services that are the subject of this Agreement, the systems and methods that it accesses, and/or the related services provided are covered by one or more patents or patents pending in the U.S. or elsewhere. You will not take any action to jeopardize, limit, or interfere with Perkins Enterprises LLC dba SOCOM SYSTEMS.'s or a third party's Proprietary Rights. You acknowledge and agree that any unauthorized use of the Proprietary Rights is a violation of these Terms of Service, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that may be accessed through the Service is the property of the respective content owners and may be protected by applicable intellectual property laws. You agree and acknowledge that any breach of the provisions regarding intellectual property ownership contained in these Terms of Service shall cause Perkins Enterprises LLC dba SOCOM SYSTEMS. irreparable harm and Perkins Enterprises LLC dba SOCOM SYSTEMS. may obtain injunctive relief and seek all other remedies available in law and in equity.

8. No Modifications. You agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Equipment or the Service, or any component thereof including components supplied by third parties. You agree not to misappropriate, intercept, capture, emulate, decrypt, or redirect the communications protocols used by Perkins Enterprises LLC dba SOCOM SYSTEMS. for any purpose, including connecting to any computer server, PBX, or other device not authorized by Perkins Enterprises LLC dba SOCOM SYSTEMS. or in a manner not authorized by Perkins Enterprises LLC dba SOCOM SYSTEMS..
9. Telephone Number. Telephone numbers provided by Perkins Enterprises LLC dba SOCOM SYSTEMS. to You ("Phone Numbers") are licensed to You pursuant to the Terms & Conditions contained on this Site and in these Terms of Service. Your use of a Phone Number with any device other than the Equipment is strictly prohibited without the express written permission of Perkins Enterprises LLC dba SOCOM SYSTEMS.. Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to change, cancel or move Your Phone Number at its sole discretion. Perkins Enterprises LLC dba SOCOM SYSTEMS. shall not be liable for any damages (including consequential, special damages or other damages) to You in the event that it needs to assign You a new Phone Number.
10. Number Porting. Perkins Enterprises LLC dba SOCOM SYSTEMS. cannot guarantee that requested telephone numbers will be available or that Your existing provider will port Your number. For porting numbers into Your Perkins Enterprises LLC dba SOCOM SYSTEMS. Account, please contact Perkins Enterprises LLC dba SOCOM SYSTEMS. Customer Support. Perkins Enterprises LLC dba SOCOM SYSTEMS. will use reasonable efforts to facilitate number transfers or port requests for You, provided that You comply with the necessary and specific procedures for porting between service providers. Perkins Enterprises LLC dba SOCOM SYSTEMS. does not guarantee the successful porting of Your numbers to Your Account. You acknowledge and understand that Perkins Enterprises LLC dba SOCOM SYSTEMS. will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the

unauthorized porting of any telephone number by a third party. For porting Phone Numbers out of Your Perkins Enterprises LLC dba SOCOM SYSTEMS. Account, follow the procedures of Your new service provider. You understand that porting Phone Numbers out of Your Account does not automatically terminate Your Perkins Enterprises LLC dba SOCOM SYSTEMS. Account.

11. Conditions. Customer acknowledges and agrees that Perkins Enterprises LLC dba SOCOM SYSTEMS.'s obligations to provide the Service are expressly conditioned upon (i) Perkins Enterprises LLC dba SOCOM SYSTEMS.'s receipt of all payments due hereunder, and (ii) Customer's satisfaction of the technical requirements set forth herein including possession of properly configured Equipment and the provision of accurate Customer Information to Perkins Enterprises LLC dba SOCOM SYSTEMS.. A loss of electrical power at Your location will result in loss of the Service, including 911 services during such outage unless You have a backup system. If the connection to the wired broadband Internet over which Your Service is provided is interrupted, You will not have access to the Service during that interruption and will not have access to 911 services during that interruption. Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to suspend the Service if, in Perkins Enterprises LLC dba SOCOM SYSTEMS.'s sole discretion, Your use of the Service exceeds what would be expected of normal business use, including without limitation allowing more than one user to use a single Phone Terminal Extension or using a Phone Terminal Extension in excess of what would be expected of a single user. You agree that Perkins Enterprises LLC dba SOCOM SYSTEMS. is entitled to monitor Your use of Service.
12. Payment Terms. The Service is provided to You on a monthly prepaid basis. Upon Your registration for the Service, Perkins Enterprises LLC dba SOCOM SYSTEMS. will charge Your credit card a deposit (or require an alternative method of payment for such deposit) equal to the applicable monthly recurring fees and charges for one month of Service plus any applicable Equipment fees. All pricing is in United States dollars. For billing purposes, Your start of Service date will commence one month following Your registration for the Service ("Service Date"), although Your Service may be activated prior to the Service Date. You are responsible and will be charged for all non-recurring fees (i.e, international calls, toll free numbers, etc) incurred by You between the registration date and the Service Date. If you do not cancel the Service during the first thirty (30) days following registration, then the deposit (less any non-recurring charges incurred by You) will be applied to the month of Service following the Service Date. If you cancel the Service during the first thirty (30) days following registration, then the deposit (less any non-recurring charges incurred by You) will be refunded to Your credit card or returned to you via check or other method of payment, as determined by Perkins Enterprises LLC dba SOCOM SYSTEMS.. You will receive your first invoice for non-recurring fees during the first business week of the month following registration and You will receive your first invoice for monthly recurring fees during the first business week of the second month following registration. You understand that Your first invoice may be pro-rated. If You are paying for the Service with a credit card, then You agree that prior to the provision of any Service by Perkins Enterprises LLC dba SOCOM SYSTEMS., You will provide Perkins Enterprises LLC dba SOCOM SYSTEMS. with Your credit card information and You authorize Perkins Enterprises LLC dba SOCOM

SYSTEMS. to bill Your credit card on a monthly basis. This authorization will remain valid until sixty (60) days after You terminate Perkins Enterprises LLC dba SOCOM SYSTEMS.'s authority to charge Your credit card. You agree to advise and notify us of any changes to Your credit card information, such as credit card account number or expiration date changes. If the credit card on Your account is declined or fails for any reason, Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to disconnect Your Service without notice and terminate Your account and Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to continue to attempt charging Your credit card for any outstanding Service charges and additional fees due and owing at the time. Your ability to utilize the Service is contingent upon Perkins Enterprises LLC dba SOCOM SYSTEMS.'s prior receipt of payment for the month in which the Service are to be utilized. The pricing provided to You at time of sign-up or thereafter (as amended by Perkins Enterprises LLC dba SOCOM SYSTEMS. in its sole discretion) shall govern Your payment obligations hereunder. You are solely liable for any transactions or activities by You or anyone else that occur on Your account, and in no event shall Perkins Enterprises LLC dba SOCOM SYSTEMS. be liable for any unauthorized use of Your Account. You acknowledge that You are financially responsible for any unauthorized use of Your account resulting in extra costs or fees. Upon termination, we will charge You any fees and any other outstanding charges and disconnect the Service. Perkins Enterprises LLC dba SOCOM SYSTEMS. also reserves the right to charge termination and transfer fees, if applicable.

13. Taxes. Prices for the Service do not include any customs, duties, sales, use, value added, excise, federal, state, local, public utility, universal service, E-911 fees or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer. Should Perkins Enterprises LLC dba SOCOM SYSTEMS. pay or be required to pay such liabilities (including any taxes and fees that were due but not charged or previously collected), You agree that Perkins Enterprises LLC dba SOCOM SYSTEMS. may charge You for such payments upon receipt of an invoice and showing of indebtedness to Perkins Enterprises LLC dba SOCOM SYSTEMS.. If any amounts paid for the Service are refunded by Perkins Enterprises LLC dba SOCOM SYSTEMS., applicable taxes may not be refundable. All prices, taxes, surcharges, and fees are subject to change at any time. You are responsible for paying all charges for Your Account, including but not limited to, toll free, local, long distance, international, additional feature charges, 411, operator assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed on You or us as a result of your use of the Service.
14. Equipment. In order to utilize the Service, You must use compatible telephone equipment ("Equipment"). If You do not possess compatible Equipment, You may purchase Equipment from Perkins Enterprises LLC dba SOCOM SYSTEMS. when You register for the Service. You are responsible for the condition of the Equipment provided to You or which You otherwise utilize for the Service. You are responsible for replacing all lost, stolen or broken Equipment. Replacement charges will be based on the retail price of Equipment, plus applicable shipping costs and taxes. You agree to immediately notify Perkins Enterprises LLC dba SOCOM SYSTEMS. of any lost or stolen Equipment and shall cooperate with Perkins Enterprises LLC dba SOCOM SYSTEMS. in all reasonable

aspects to eliminate actual or potential unauthorized use of the Equipment. Perkins Enterprises LLC dba SOCOM SYSTEMS.'s liability for delivery shall cease, and title to such Equipment and all risk of loss or damage shall pass to You, upon delivery to a common carrier for shipment. Other than as expressly set forth below, Equipment may not be returned by Customer for any reason without prior approval of Perkins Enterprises LLC dba SOCOM SYSTEMS.. If You cancel the Service during the first thirty (30) days following registration, then (subject to the conditions set forth below) you may return purchased Equipment. The returned Equipment must be returned in its original packaging, fully functional, show no signs of wear and tear, and be accompanied with all manuals, cords, wires, brochures, peripheral devices, and accessories that were originally shipped with the Equipment. Perkins Enterprises LLC dba SOCOM SYSTEMS. may, in its sole discretion, decline Your return and charge You for the full retail value of the Equipment. You are responsible for all return shipping charges for any Equipment returned to Perkins Enterprises LLC dba SOCOM SYSTEMS. for any reason, including situations in which hardware is covered under warranty. The Return Merchandise Authorization process is provided below. If You are purchasing Equipment on a monthly payment plan, a separate agreement is required. Please contact Perkins Enterprises LLC dba SOCOM SYSTEMS. Customer Support for more information. You agree that under no circumstances will Perkins Enterprises LLC dba SOCOM SYSTEMS. have any liability to You or to any third party for any damages arising out of, associated with or related to installation or configuration of Equipment and/or the Service.

15. **Product Availability.** Perkins Enterprises LLC dba SOCOM SYSTEMS. does not warrant that any descriptions, pricing, availability, marketing materials, promotional flyers, advertisements, or other printed or electronic materials or information related to the Service or Equipment is accurate, complete, reliable or comprehensive. Certain advertised products or features related to the Service may be unavailable or subject to additional terms, restrictions and conditions. You acknowledge and agree that the Service may not be available 100% of the time. Credit allowances for interruption of the Service may only be provided on a case-by-case basis at the sole discretion of Perkins Enterprises LLC dba SOCOM SYSTEMS. and shall be Your sole remedy for any Service interruptions or other issues with the Service.
16. **Service Changes.** You understand and agree that Perkins Enterprises LLC dba SOCOM SYSTEMS. may make modifications or changes to the Service, which will not materially diminish the functionality of the Service, without prior notice to You.
17. **911 Service. See accompanying Emergency (911) Services Conditions and Limitations for additional terms and conditions.** 911 Services are not available in all service areas depending on Your 911 Address. Service availability will be determined based upon the 911 Location You provide to Perkins Enterprises LLC dba SOCOM SYSTEMS.. For Hosted PBX Service, under no circumstances may You alter Your caller ID Information. For SIP Trunking Service, when dialing emergency services, You must use a Perkins Enterprises LLC dba SOCOM SYSTEMS. provided Phone Number as Caller ID that was registered with the location of the handset making the call. Any such alteration or failure to properly register the location of the Phone Number, as the case may be, may result in difficulty accessing 911 services and further result in a \$100 surcharge per 911 call You make with such altered caller ID. In addition to the terms and

conditions contained herein, Your use of 911 Services is subject to the Conditions and Limitations of Emergency (911) Services. You acknowledge that Perkins Enterprises LLC dba SOCOM SYSTEMS. does not offer primary line or lifeline services. Perkins Enterprises LLC dba SOCOM SYSTEMS. strongly recommends that you always maintain an alternative means of accessing traditional emergency (911) services such as a POTS line or a traditional wireless phone service.

18. **Customer Representations & Warranties.** You represent and warrant that you possess the legal right, capacity, and ability to agree to these Terms of Service. You represent and warrant that You have made and will maintain at all times wireless or traditional wireline telephone service that will enable You to call 911 and any other applicable emergency service number. You represent and warrant that You will not use the Service in environments requiring fail-safe performance. You represent and warrant that the Customer Information and all other information provided in connection with Your Perkins Enterprises LLC dba SOCOM SYSTEMS. Account are true and correct at all times. You represent and warrant that You will not use the Equipment or Service in violation of these Terms of Service.
19. **Customer Responsibilities.** You are financially responsible for Your use of the Service, including the authorized or unauthorized use of Your Account. In order to use the Service, You must have properly configured and working Internet service and hereby agree, at Your sole expense: to (1) obtain access to Your own Internet service with a third party provider other than Perkins Enterprises LLC dba SOCOM SYSTEMS.; (2) be responsible for payment of Internet connection or service fees and all equipment necessary to establish a connection to such Internet service, as may be required to use the Service; (3) supply and pay third-party providers for all additional phone service and features required for Your use of the Service; and (4) pay Perkins Enterprises LLC dba SOCOM SYSTEMS. for the Service.
20. **Universal Service Recovery Fee.** Perkins Enterprises LLC dba SOCOM SYSTEMS. is required to contribute to the federal Universal Service Fund, which provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to recover these costs from its customers. Universal Service Fund rates are set by the Federal Communications Commission and are subject to change.
21. **Recording Conversations.** The Service allows You to record individual telephone conversations. The laws regarding the permissibility, and notice and consent requirements, for recording conversations vary from state to state. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Perkins Enterprises LLC dba SOCOM SYSTEMS. expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to release, hold harmless, and fully indemnify Perkins Enterprises LLC dba SOCOM SYSTEMS. from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Service.
22. **Termination.** Perkins Enterprises LLC dba SOCOM SYSTEMS. reserves the right to terminate the Service for any reason upon thirty (30) days' notice. Perkins Enterprises LLC dba SOCOM SYSTEMS. shall not be liable to You or any third party for any reason

for terminating or suspending Your use or access to the Service. If You terminate the Service in the middle of a billing cycle, or Perkins Enterprises LLC dba SOCOM SYSTEMS. terminates the Service as a result of Your breach of these Terms of Service or other terms and conditions contained on the Site, You shall not be entitled to any refund or pro ration of any pre-paid amounts, credits, or other amounts paid to Perkins Enterprises LLC dba SOCOM SYSTEMS. prior to the termination or suspension date. Upon expiration, cancellation or termination of the Service, Customer shall relinquish and discontinue use of any Phone Numbers, voice mail access numbers, Logins and/or web portals assigned to Customer by Perkins Enterprises LLC dba SOCOM SYSTEMS. or its vendors. Upon the termination of Service for any reason, disconnection fees may apply.

23. Disclaimer of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, THE SERVICE IS PROVIDED "AS IS" AND Perkins Enterprises LLC dba SOCOM SYSTEMS. MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. NEITHER Perkins Enterprises LLC dba SOCOM SYSTEMS. NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO Perkins Enterprises LLC dba SOCOM SYSTEMS.'S OR YOUR TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF YOUR DATA FILES, SOUND FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF Perkins Enterprises LLC dba SOCOM SYSTEMS.'S OR ITS VENDORS' NEGLIGENCE. NEITHER Perkins Enterprises LLC dba SOCOM SYSTEMS. NOR ITS VENDORS WILL BE LIABLE FOR MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE. NEITHER Perkins Enterprises LLC dba SOCOM SYSTEMS. NOR ITS VENDORS WILL BE LIABLE FOR DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE SERVICE RESULTING FROM YOUR EQUIPMENT, USE OF THE INTERNET, OR TELECOMMUNICATIONS SYSTEMS. Perkins Enterprises LLC dba SOCOM SYSTEMS. BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY COSTS, DAMAGES, LIABILITIES, OR INCONVENIENCE CAUSED BY CALLS MADE TO YOUR NUMBER.

Perkins Enterprises LLC dba SOCOM SYSTEMS. MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. Perkins Enterprises LLC dba SOCOM SYSTEMS. IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN

THE SERVICE OR THE INTERNET IN GENERAL. Perkins Enterprises LLC dba SOCOM SYSTEMS. IS NOT RESPONSIBLE FOR THE CONTENT OF TRANSMISSIONS OR FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE SERVICE.

24. Limitation of Liability IN NO EVENT SHALL Perkins Enterprises LLC dba SOCOM SYSTEMS., ITS PARENT, SUBSIDIARIES AND AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, RESELLERS, CONTRACTORS AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF Perkins Enterprises LLC dba SOCOM SYSTEMS. HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY Perkins Enterprises LLC dba SOCOM SYSTEMS.. Perkins Enterprises LLC dba SOCOM SYSTEMS.'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE MONTHLY FEES Perkins Enterprises LLC dba SOCOM SYSTEMS. CHARGED YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.
25. Indemnification. To the maximum extent permitted by applicable law, You shall indemnify and hold harmless, Perkins Enterprises LLC dba SOCOM SYSTEMS., its affiliates, agents, resellers, and other providers who furnish goods and services to You in connection with the Service, and their officers, directors, managers, employees, and shareholders (the "Indemnified Parties") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (1) the use of or reliance upon the Service by You or any third party acting upon Your permission, knowledge, authority or direction, (2) a breach by You of these Terms of Service and/or or the Terms & Conditions contained on the Site , (3) any negligent acts, omissions to act or willful misconduct by You or any third party acting with Your permission, knowledge, authority or direction, (4) Your inability to use the Service or failure or outage of the Service for any reason, including but not limited to those related to calling, "911" or other emergency responders, (5) the use of the Service in connection with Your violation of any applicable law, code, regulation, or ordinance, and/or (6) Your misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

26. **Dispute Resolution.** You agree that You may only resolve disputes with Perkins Enterprises LLC dba SOCOM SYSTEMS. on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You hereby acknowledge that class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are hereby waived by You. You agree that regardless of any statute or law to the contrary, any suit arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after the earlier of: (a) when such claim or cause of action arose or (b) termination of Service to Customer, or be forever barred. These Terms of Service shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any conflict of law principles thereof which might require the application of the law of another jurisdiction. Any controversy or claim arising out of or relating to these Terms of Service, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association ("Rules"). One arbitrator shall be chosen in accordance with the Rules. The Parties agree that all proceedings shall take place in the State of Texas, Bexar County. You agree and submit to personal jurisdiction in Texas. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction.
27. **Force Majeure.** Perkins Enterprises LLC dba SOCOM SYSTEMS. shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, fiber cuts, actions or inactions of third party providers or suppliers, riots, sabotage, war, government requirements, or other events that are beyond Perkins Enterprises LLC dba SOCOM SYSTEMS.'s reasonable control.
28. **Assignment.** Perkins Enterprises LLC dba SOCOM SYSTEMS. may assign these Terms of Service and any of its rights and obligations hereunder at any time. You may not transfer or assign these Terms of Service or any of Your rights or obligations under these Terms of Service. Any purported transfer or assignment on Your part in violation of this section is void. Subject to the foregoing, these Terms of Service shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.
29. **No waiver of rights.** . Failure of either party at any time to require the other party's performance of any obligation under these Terms of Service shall not affect the right to require performance of this obligation. Any waiver by either party of any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver of modification of any right under these Terms of Service.
30. **Severability.** In the event any portion of these Terms of Service may be determined by any governmental body having jurisdiction, or by any court of competent jurisdiction, to be unenforceable, the balance of these Terms of Service shall be severed therefrom and shall remain in full force and effect unless a failure of consideration would thereby result.
31. **Publicity Rights.** You agree that Perkins Enterprises LLC dba SOCOM SYSTEMS. may identify You as a user of the Service in its business deals, press releases, marketing materials, electronic, printed, and broadcast advertising; newsletters, mailings, tradeshow, other promotional materials, on Perkins Enterprises LLC dba SOCOM

SYSTEMS.'s website, or any other third-party website where Perkins Enterprises LLC dba SOCOM SYSTEMS. or its designated agents may promote the Service. You hereby grant Perkins Enterprises LLC dba SOCOM SYSTEMS. and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

32. Interpretation. These Terms of Service, including the documents incorporated herein, constitute the entire agreement between You and Perkins Enterprises LLC dba SOCOM SYSTEMS. with respect to the Service and supersedes all prior or contemporaneous understandings regarding such subject matter. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect. The failure of Perkins Enterprises LLC dba SOCOM SYSTEMS. to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or any other provision. Nothing in these Terms of Service shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties hereto. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.
33. Miscellaneous. This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a "writing" or "in writing," to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing; and (3) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

Emergency (911) Services Conditions and Limitations

YOUR SAFETY IS OF THE UTMOST IMPORTANCE TO Perkins Enterprises LLC dba SOCOM SYSTEMS.. THIS IS WHY THE Perkins Enterprises LLC dba SOCOM SYSTEMS.™ SERVICE OFFERS AN EMERGENCY CALLING FEATURE THAT PERMITS YOU TO DIAL 9-1-1 TO REACH EMERGENCY PERSONNEL. HOWEVER, THE 911-TYPE SERVICE OFFERED THROUGH Perkins Enterprises LLC dba SOCOM SYSTEMS.™ IS FUNDAMENTALLY DIFFERENT IN SEVERAL IMPORTANT WAYS FROM TRADITIONAL WIRELINE AND WIRELESS 911 EMERGENCY ACCESS SERVICES. Perkins Enterprises LLC dba SOCOM SYSTEMS.™ 911-TYPE SERVICE IS NOT A REPLACEMENT TO THE TRADITIONAL LOCAL WIRELINE 911 SERVICES OFFERED OVER THE PUBLIC SWITCHED TELECOMMUNICATIONS NETWORK AND WIRELESS 911 SERVICES IN YOUR LOCAL SERVICE AREA. Perkins Enterprises LLC dba SOCOM SYSTEMS. AND ITS THIRD PARTY UNDERLYING PROVIDERS CANNOT GUARANTEE THE RELIABILITY OF THE 911-TYPE DIALING FEATURES OF YOUR SERVICE. FOR HOSTED PBX SERVICES, Perkins Enterprises LLC dba SOCOM SYSTEMS.'S LIMITED 911-TYPE SERVICE IS AVAILABLE ONLY ON Perkins Enterprises

LLC dba SOCOM SYSTEMS. AUTHORIZED HOSTED PBX EQUIPMENT (HEREINAFTER REFERRED TO AS "EQUIPMENT"), AND FOR SIP TRUNKING SERVICES, ONLY ON SUPPORTED SIP DEVICES (HEREINAFTER REFERRED TO AS "DEVICE"). YOU MUST PROPERLY ACTIVATE AND INSTALL YOUR EQUIPMENT/DEVICE AND ENSURE THAT THE INFORMATION YOU PROVIDE TO Perkins Enterprises LLC dba SOCOM SYSTEMS. IS ACCURATE. YOU MUST ALSO INFORM ANY OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE CONDITIONS AND LIMITATIONS OF Perkins Enterprises LLC dba SOCOM SYSTEMS.'S 911-TYPE DIALING AND THE NON-AVAILABILITY OF TRADITIONAL 911 SERVICES FROM YOUR EQUIPMENT/DEVICE AND SERVICE. YOU ACKNOWLEDGE AND UNDERSTAND THAT Perkins Enterprises LLC dba SOCOM SYSTEMS. HAS APPRISED YOU OF THE CONDITIONS AND LIMITATIONS OF THE EMERGENCY (911) SERVICES AS SET FORTH HEREIN. Perkins Enterprises LLC dba SOCOM SYSTEMS. STRONGLY RECOMMENDS THAT YOU ALWAYS MAINTAIN AN ALTERNATE MEANS OF REACHING AN EMERGENCY (911) OPERATOR IN CASE OF AN EMERGENCY.

Service Outage, Power Failure or Disruption

Your 911-type dialing will not function in the event of a power failure or disruption in service. Should there be an interruption in power or broadband connection (including wireless broadband connection where applicable) for any reason whatsoever, the Service and 911 dialing will not function unless and until power and service is fully restored. In the event of a power failure you may be required to reset your Equipment, Device, routers, modems and/or switches prior to utilizing the Service or dialing 9-1-1. Service outages or termination of service by your broadband provider and/or ISP or by Perkins Enterprises LLC dba SOCOM SYSTEMS. will prevent ALL Service including emergency (911) dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including emergency (911) dialing.

Use of TDD or TTY Devices

Your emergency 911-type service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, neither Perkins Enterprises LLC dba SOCOM SYSTEMS. nor Perkins Enterprises LLC dba SOCOM SYSTEMS.'s third party providers hold themselves out as providing or enabling Perkins Enterprises LLC dba SOCOM SYSTEMS. to provide emergency services compatible with any TDD/TTY or other hearing impaired devices.

Connecting Your Equipment/Device

The emergency (911)-type service will not function unless you have successfully configured and connected your Equipment or Device and provided accurate and updated information to Perkins Enterprises LLC dba SOCOM SYSTEMS.. Even if you properly connect your Equipment or Device and receive a dial tone, there may still be a delay in time when your emergency (911)-type dialing feature is fully activated. You cannot dial emergency (911) services unless

and until you have confirmation that your Equipment or Device is operational as described herein, and your billable service has begun.

Failure to Designate the Correct Service Address When Activating 911 Dialing or Moving Your Equipment or Device Your Service Address is the physical address that you provided during the sign-up process. The Service Address is the physical location from where you intend to use your Equipment or Device. Where the Service Address is visible to the emergency response operator, this is where emergency personnel will be sent to if you cannot communicate your actual physical location if different from your Service Address.

For Hosted PBX service, if you have more than one handset at your Service Address and each handset has a different number, you must make sure that the Service Address corresponds to each number where your handset is physically located. If you move your handset to a location other than your primary Service Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect emergency operator or incorrect emergency service personnel, or emergency personnel could be dispatched to the wrong address.

For SIP Trunking service, you must make sure to register a unique Phone Number with Perkins Enterprises LLC dba SOCOM SYSTEMS. for each handset being utilized with your Device, provide and register with Perkins Enterprises LLC dba SOCOM SYSTEMS. the accurate location of the handset, and make sure that when dialing 911, you send the proper Phone Number provided by Perkins Enterprises LLC dba SOCOM SYSTEMS. which has the Service Address of the handset's registered location. If you send a Phone Number that wasn't registered for emergency services or with another address other than the service address of the handset placing the call, you may not be able to place emergency calls or your calls could be misrouted to the incorrect emergency operator or incorrect emergency service personnel, or emergency personnel could be dispatched to the wrong address.

Perkins Enterprises LLC dba SOCOM SYSTEMS. does NOT recommend that you use the Equipment or Device to dial emergency access services if you move your Equipment or Device away from your registered Service Address. You acknowledge and understand that neither Perkins Enterprises LLC dba SOCOM SYSTEMS. nor its third party service providers shall have any responsibility or liability for provision of the Service and 911-type access if the Equipment or Device is moved outside of your registered Service Address.

Changing Your Service Address and Use of Service Outside the United States/Canada

If you want to change your registered Service Address, you must contact Perkins Enterprises LLC dba SOCOM SYSTEMS.'s Customer Service at [support\[at\]socom.systems](mailto:support@socom.systems) to update your address and determine whether emergency (911)-type services are available at the new location. Emergency (911)-type dialing is not available in all service areas. Emergency (911)-type service will NOT function outside of the United States/Canada. If Emergency (911)-type service is available at your new Service Address, it may be necessary for Perkins Enterprises LLC dba SOCOM SYSTEMS. to assign a new phone number to you.

Network Congestion

There is a greater possibility of network congestion and/or reduced speed in the routing of an emergency (911) call made from your Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service as compared to traditional 911 dialing over wireline or wireless public telephone networks.

Automated Number Identification

The emergency dispatcher or administrative operator may not be able to identify your phone number when you dial emergency (911) using the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the Service is not operational for any reason. If you enable any call redirection services with your Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service such as Call Forwarding or Call Block, emergency personnel may not be able to call you back if your call is disconnected for any reason.

Automated Location Identification (E911)

Emergency personnel will be dispatched to your registered Service Address. This may or may not be the actual physical location of your Equipment or Device if you registered an incorrect or false Service Address or moved the Equipment or PBX Device without updating your registered Service Address with Perkins Enterprises LLC dba SOCOM SYSTEMS.. If you dial 911, you must immediately tell the dispatcher your location (or the location of the emergency, if different). You must also not disconnect the line as the dispatcher may need a phone number to use to call you back. If you are unable to speak and describe your location, the emergency dispatcher may not be able to locate you or dispatch emergency personnel to the correct location. You will need to state the nature of the emergency promptly and clearly, including your location. You acknowledge and understand that emergency operators and emergency personnel will not be able to find your location if the call is not completed, dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

Home Security Systems and other Non-voice Communications Equipment

By agreeing to Perkins Enterprises LLC dba SOCOM SYSTEMS.'s Conditions and Limitations of Emergency (911) Services, you hereby waive any claim against Perkins Enterprises LLC dba SOCOM SYSTEMS. and Perkins Enterprises LLC dba SOCOM SYSTEMS.'s third party providers for interference with or disruption of your home security systems and any and all other communications or electronic equipment that may occur due to your use of the Perkins Enterprises LLC dba SOCOM SYSTEMS. Services and Equipment or Device.

Local Number Portability

The Conditions and Limitations of Emergency (911) Services as described in this agreement apply even if you are porting your number to your Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service. If your Equipment or Device is not yet activated as of the Port Effective

Date (the date on which your phone service is transferred to the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service), your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To avoid an interruption in your phone service, it is extremely important that you properly install your Equipment or Device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Perkins Enterprises LLC dba SOCOM SYSTEMS. via e-mail following your completion of the ordering process.

Limitation of Liability and Indemnification

You acknowledge that the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service's 911-type dialing is NOT the same as traditional 911 or E911 dialing, and does not necessarily include all of the capabilities of traditional 911 and E911 dialing. You further acknowledge that the emergency (911) services hereunder may not work under all circumstances and is not as reliable as traditional 911 and E911 dialing.

IN NO EVENT SHALL Perkins Enterprises LLC dba SOCOM SYSTEMS., ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR UNDERLYING SERVICE PROVIDERS BE LIABLE FOR ANY COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO THE FAILURE OF Perkins Enterprises LLC dba SOCOM SYSTEMS.™ SERVICE'S 911-TYPE DIALING AND/OR INABILITY OF YOU OR ANY USER OF YOUR Perkins Enterprises LLC dba SOCOM SYSTEMS.™ SERVICE TO BE ABLE TO DIAL 911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PUBLIC SERVICE ANSWERING POINT ASSOCIATED WITH YOUR TELEPHONE NUMBER, OR TO CORRECTLY ROUTE AN EMERGENCY CALL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS Perkins Enterprises LLC dba SOCOM SYSTEMS., ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND UNDERLYING SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR Perkins Enterprises LLC dba SOCOM SYSTEMS.™ SERVICE.

Release

By purchasing the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service during your sign-up process, you hereby expressly release Perkins Enterprises LLC dba SOCOM SYSTEMS., its affiliates, directors, officers, employees, agents and underlying service providers from any and all liability associated with your use of the Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service (including the Conditions and Limitations of Emergency (911) Services for customers receiving Perkins Enterprises LLC dba SOCOM SYSTEMS.™ Service Emergency (911) Service).

Sole Remedy

Your sole and exclusive remedies are expressly set forth in the Terms of Service including these

Conditions and Limitations of Emergency (911) Services. Some jurisdictions may not permit the exclusion or limitation of implied warranties, and some jurisdictions may not permit the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such jurisdictions, the liability of Perkins Enterprises LLC dba SOCOM SYSTEMS., its directors, officers, employees, affiliates, agents and underlying service providers shall be limited to the maximum extent permitted by law.

To Receive an RMA for Hosted PBX Equipment

- Contact support at SOCOM SYSTEMS to begin the process.
- Provide the following to a support technician: RMA type, product name, serial number and MAC address (if applicable), and a reason for return of the product.
- A Perkins Enterprises LLC dba SOCOM SYSTEMS. support technician will troubleshoot the problem with the Customer to verify issues.
- An RMA number will be provided to the Customer for the return of the product(s) under warranty. The Customer must then provide a replacement shipping address.
- All replacements will be of like kind or better condition at the discretion of Perkins Enterprises LLC dba SOCOM SYSTEMS.. Returning RMA Products
- All products are to be returned with the original manufacturer's packaging.
- All original parts and materials (cords, connectors, power supplies, CD's, books, etc.) must be included.
- The product must be packed properly in a shipping box, with the RMA number visible on the outside.
- Customer is responsible for freight back to Perkins Enterprises LLC dba SOCOM SYSTEMS..
- Product must be returned to Perkins Enterprises LLC dba SOCOM SYSTEMS. within 10 business days of receiving an RMA number.

Product should be returned to:
Perkins Enterprises LLC dba SOCOM SYSTEMS., Inc.

RMA# _____

Product (s) returned without an RMA number will be immediately returned to You at Your cost.

Once RMA Product(s) Received

- When the faulty product is received, the Perkins Enterprises LLC dba SOCOM SYSTEMS. lab will test to confirm the product is defective.
- If the product is bad, a replacement product will be shipped (default method is ground) to customer.
- If the product is found good, it will be returned (default method is ground) to customer and shipping will be invoiced to customer.
- If a shipping method other than ground is requested by the customer, the customer will be responsible for the difference in charges between ground and the requested method.

- After the RMA is facilitated and the faulty product is shipped back to the manufacturer, if it is determined that the reason for product failure is physical damage, misuse, or any other reason that voids and/or is not covered under the warranty; the customer will be notified and charged the appropriate amount to repair the product to its original condition.