

Supplemental Terms for Fixed-Term Office Agreements

1. **Applicability and Conflict.** These Supplemental Terms for Fixed-Term Agreements (these “**FT Terms**”) apply to all orders for Small Business Service, Commercial Service, LTE Service, Other Service, or Equipment that have an associated fixed term or a minimum period of service (the “**FT Services**”). In addition to these FT Terms, the Ooma Terms & Conditions (including without limitation any use policy or terms incorporated therein) (the “**Agreement**”), as well as any other agreement(s) referenced in the order documentation through which you subscribed to such FT Services (“**Order Form**”), shall apply with respect to the FT Services. In the event of any conflict between these FT Terms and the Agreement, these FT Terms shall take precedence and control. Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreement.
2. **Term.** The FT Services are offered for the initial term of service (the “**Fixed Term**”) specified in the Order Form. The Fixed Term for each FT Service will begin on the date that it is activated and will continue until the earlier of (a) the date the FT Service is terminated by you or by us, in accordance with Section 3, below (Termination), or (b) the date of expiration of the Fixed Term. Unless otherwise stated in the Order Form, following the Fixed Term, the FT Services shall automatically renew for additional terms equal to the Fixed Term (each, a “**Renewal Term**,” and collectively with the Fixed Term, the “**Term**”) unless and until you notify Ooma in writing at least ninety (90) days prior to the expiration of the Term in effect that you do not wish to renew the FT Services. If, during the Term, you add any additional services, equipment or locations, the amount of your monthly recurring charges shall increase by the amount of the monthly recurring charges of such additional FT Services and/or locations and the term for any such additional FT Services shall be coterminous with the Term then in effect.
3. **Termination.** The FT Services may be terminated:
 - a. For Cause
 - i. By Ooma 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 FT Services and use of your Equipment. We may terminate your use of the Equipment or of any or all FT Services if you fail to pay undisputed charges after they are due or within five (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 FT Services immediately if we determine, in our sole and absolute discretion, that you violated any of your obligations in the Agreement or these FT Terms or that you violated the license granted in Section 4 of the Agreement.
 - ii. By you, if Ooma materially breaches the Agreement and such breach is not cured within thirty (30) days of Ooma receiving written notice of such breach.

- b. For Convenience by either party for any reason or no reason by providing the other party notice of at least ten (10) business days.
- 4. **Early Termination.** You acknowledge that the pricing of the FT Services has been established based on the complete fulfillment of the entire Term of the FT Services. If the FT Services are terminated by Ooma for cause (under subsection 3.a.i, above), or by you for convenience (under subsection 3.b, above), then all monthly recurring charges and non-recurring charges which would otherwise be due through the end of the Term in effect at the time, including all Equipment charges but excluding applicable taxes and fees, shall be due and payable within thirty (30) days of the effective date of termination. The parties agree that these early termination charges are a reasonable estimate of anticipated actual damages and not a penalty.