

Service Attachment for Voice-Over Internet Protocol

This Service Attachment is between Provider (sometimes referred to as “we,” “us,” or “our”), and the Client found on the applicable Order or Service Description (sometimes referred to as “you,” or “your,”) and, together with the Order, Proposal, Master Services Agreement, and other relevant Service Attachments or Descriptions, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

VOIP AND COLLABORATION SERVICES

Provider will deliver the Voice over Internet Protocol (“VoIP”) and associated telephony and collaboration services specified and selected by you on the Order or Proposal and described below. Additional Services may be added only by entering into a new Order including those Services.

The VoIP Services may be provided or delivered by Provider through the use of third-party vendors listed on the Order or Proposal. Use of the VoIP Services are subject to any applicable third-party vendor agreements. Client acknowledges and agrees to be bound by those third-party vendor agreements. Provider shall not be responsible for any third-party vendor service failures when accessing or using the Services. Client agrees to be bound by any applicable third-party vendor’s agreements regarding terms and conditions or end user licensing, and Client understands that any applicable agreement regarding terms and conditions or end user licensing is subject to change by any third-party vendor without notice.

Network cabling, conduit, electrical, rack space, and any other required construction or trenching are additional charges are not included with the Service.

**Provider does not provide internet connection. Client is responsible for providing internet connection to use the Service.

SUPPORT SERVICES

In connection with the Services that are within the scope of this Service Attachment, we will provide support services during normal business hours. Any Support Services provided on Client’s systems that are not in scope of this Service Attachment shall be performed at an additional fee, at Provider’s then-current rates.

PROVIDER-SUPPLIED EQUIPMENT

Provider shall deliver the equipment and applications as identified in the Order (“Equipment”). Provider’s delivery of that Equipment is on a rental basis only and is expressly subject to the terms of this Service Attachment pertaining to Provider-supplied Equipment.

Included Services

The Monthly Service Fee for Equipment includes all fees for the use of the Provider-owned hardware, software, operating systems, and all labor needed to install and maintain all hardware, software, operating systems delivered to client under this section.

Included Services

- Provide Voice Over Internet Protocol (VOIP) service for connection to phone system and/or gateway as specified on the Order
- Provide local and/or toll-free numbers to Client
- Provide 911 Services, where applicable

Equipment Restrictions

All Equipment must be used by Client for the purpose for which it was intended. Client shall not abuse the Equipment or permit it to be serviced by anyone other than Provider. Neither Client nor Client's agent shall connect accessories supplied by anyone other than Provider to the Equipment without Provider's written consent, which shall not be unreasonably withheld. Client shall use the Equipment only in the manner contemplated by the manufacturer and in accordance with law. Client shall not allow anyone other than Provider to disconnect or move the Equipment from the location noted above. Provider must be free to make any changes needed on the Equipment. Any critical business data stored on any Equipment must be backed up by Client.

Ownership of Provided Software and Equipment

Client acknowledges that its interest in any software installed by Provider on the Equipment is that of a licensee and that the software provided by Provider shall remain the property of Provider and must be returned if requested by Provider in furtherance of the Services or upon termination of this Agreement. Client further agrees to cease the use of any software or Equipment that remains the property of Provider upon cancellation or termination of this agreement.

RIGHT TO ACT AS AGENT AND SITE PREPARATION

Client designates Provider to act as agent for Client in ordering necessary services or entering trouble tickets from phone service carriers and internet access providers, whenever applicable. Client agrees to (a) furnish and install all conduit, raceway or low smoke cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceilings which may be required for the installation of the Equipment, (b) provide all commercial AC power circuits required for the operation of the Equipment, (c) pay for all electrical current necessary for the operation of the Equipment and (d) provide a suitable space for the operation of the Equipment consistent with the recommendations of the manufacturer, including, but not limited to, providing a dry and dust-free environment. Provider shall have no duty, responsibility or obligation to make any structural alterations or adjustments to the premises to install the Equipment. Client shall provide Provider with reasonable access to the premises during Provider's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the Equipment from theft during installation. Provider is not responsible for restoring Client's premises to its original condition upon removal or relocation of any or all of the Equipment.

CUTOVER DATE AND ACCEPTANCE

The Service Start Date outlined in the Order for installed Equipment is only an approximate date. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT.**

TRAINING

Provider shall provide all necessary training for Client's personnel to properly operate newly installed Equipment. Ongoing remote training will be provided by Provider at no additional cost to Client during the term of this Agreement.

CONSULTANT

In the event that Client is represented by a consultant, Provider may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Client training and directories.

Planned Network Maintenance Period ("PNMP")

Our designees will avoid performing network maintenance during our normal business hours that will have a disruptive impact on the continuity or performance level of the Service. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential or other emergency conditions. We will use commercially reasonable efforts to notify you prior to emergency maintenance. We also will use commercially reasonable efforts to provide you with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance three (3) business days prior to performing maintenance (non-emergency) that, in our or our designee's reasonable opinion, has a substantial likelihood of affecting Service performance. If any planned activity is canceled or delayed, we will promptly notify you.

Emergency Maintenance Period ("EMP")

It may be necessary for us or our designees to issue an EMP. EMPs allow us to schedule required maintenance with a shorter notification interval than PNMPs. EMPs are issued when maintenance is required immediately, e.g., to prevent further or repeated interruptions on the Service network.

Warranty

We warrant that the Service shall conform to this Service Attachment. We will use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Service and to restore the Service.

THE REMEDY(IES) AS SET FORTH IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.

SERVICE LIMITATIONS AND RESTRICTIONS

911 Services Addendum

Non-Availability of Traditional 911 or E911 Dialing Service. The service does not support traditional 911 or E911 access to emergency services in all locations. Where Provider does not offer traditional 911 or E911 access, Provider offers a feature known as “911 Dialing” which is a limited emergency calling service available only on certain certified devices or equipment. The 911 Dialing feature is not automatic; Client must separately take affirmative steps, as described in this Agreement and on Provider’s website, to register the address where Client will use the Services in order to activate the 911 Dialing feature. Client must do this for each phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service. The documentation that accompanies each piece of equipment should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the “911 Sticker”). It is your responsibility, in accordance with the instructions that accompany each piece of equipment, to place the 911 Sticker on each Device that Client uses with the Service

How Emergency Personnel are Contacted. Provider contracts with a third party to use the address of Client’s registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. Client must therefore provide the address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If Provider learns that this is the case, it will send Client’s call instead to a national emergency calling center and a trained agent will contact an emergency center near Client to dispatch help. Client hereby authorizes Provider to disclose its name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client’s registered location.

Service Outages. (i) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing. (ii) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

Service Outage Due to Suspension or Termination of account will prevent all Service, including 911 Dialing, from functioning. (iv) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Client’s ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the service is provided or otherwise impede the usage of the service. In that event, provided that Client alerts Provider to this situation, Provider will attempt to work with Client to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, the Services, including the 911 Dialing feature, may not function. You acknowledge that Provider is not responsible for the blocking of ports by Client’s ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, that may result. In the event Client loses service as a result of blocking of ports or any other impediment to usage of the Service, Client

will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

Other Service Outages. If there is a service outage for any reason, such outage will prevent all service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. 911 Dialing does not function if Client changes its phone number or adds or ports new phone numbers to its account, unless and until Client successfully registers its location of use for each changed, newly added or newly ported phone number.

Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain Client's phone number when it uses 911 Dialing. Provider's system is configured to send the automatic' number identification information; however, one or more telephone companies, not Provider, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain Client's phone number and call back if the call is not completed or is not forwarded, is dropped or disconnected, if Client is unable to speak to tell the operator a phone number, or if the Service is not operational for any reason.

No Automated Location Identification. In most service areas, it is not possible at this time to transmit to the local emergency response center the address that Client registered for 911 Dialing. Client will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if Client is unable to speak to tell the operator a location, or if the Service is not operational for any reason.

International Services

Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability use the Services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies. You are responsible for all Service charges.

Foreign Carrier Acts or Omissions

We are not liable for acts or omissions of other carriers or foreign telecommunications administrations.

International calls are priced on the basis of the country and city codes you dial. We are not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

Collect Call and Operator Services

We do not offer collect call or operator services via this Service.

Additional Restrictions

- You shall not use any Provider VoIP service: (1) for any unlawful purpose; (2) for making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services; or (3) for international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.
- We may (1) deny, for any lawful reason, your request for Service, or (2) limit or allocate the facilities available to or used by any Service, if necessary, to manage our network in an efficient manner; to meet reasonable service expectations; to furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.
- We may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever we deem it necessary to take such action to prevent (1) the unlawful use of Services; (2) nonpayment for Services; (3) the use of the Services in violation of this agreement; or (4) network blockage or the degradation of service furnished to you or to other Provider customers.

INDEMNIFICATION

In addition to your indemnification obligations in the MSA, Customer shall defend, indemnify, and hold harmless Provider, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this agreement, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of the Service relating to the absence, failure or outage of the Service, including Emergency Calling Service dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

SERVICE FEES

For the Services described in this Service Attachment, you shall pay the Service Fees specified in the Order.

Metered Service Fees

To the extent applicable, Directory Assistance, International Calls, and Overages of polled amounts are billed at the current retail rate at the time of the call.

Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Provider must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge

Provider for a completed call. In these situations, we will charge for the call as if it were answered by the called party.

Client Delay

If we are unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on your part including but not limited to the failure to provide access to your resources in a timely manner, you nonetheless will begin to incur Service Fees, which you shall pay in accordance with this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.

TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified on the Order (the "Service Start Date"). Unless properly terminated by either party, this agreement will remain in effect through the end of the term specified on the Order (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE NO MORE THAN SIXTY (60) DAYS PRIOR TO AND NO LESS THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THE THEN-CURRENT RENEWAL TERM.

Early Termination by Client With Cause

Client may terminate this agreement for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- We fail to fulfill in any material respect our obligations under this agreement and fail to cure such failure within thirty (30) days following our receipt of your written notice.
- We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement)

Early Termination by Client Without Cause

If Client has satisfied all of your obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Service Attachment without cause during the Initial Term upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Order then in effect.

Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment

immediately for illegal Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinders Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Agreement, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consents to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.