Effective July 9, 2024. This Service Attachment for Voice-Over Internet Protocol Services supersedes and replaces all prior versions.

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 (sometimes referred to as “you,” or “your,”) and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, 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. 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 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.

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 in the Order. 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 VENDOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL OR**

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UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT.

TRAINING

Provider shall provide training as included in the Order 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 services with the local telephone utility and provide Client training and directories.

SERVICE-LEVEL COMMITMENT

Network Availability

Network availability for VOIP Services is the average percent of total time that the Service is operative when measured in a one-month (720 hour) period. The Service is considered inoperative when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of a bit error rate equal to or worse than 1 x 10-6. Network availability of the Service will be 99.999%. A failure of any Service Level Commitment shall not be considered a breach of contract warranting Termination for Cause. Client's sole remedy for failure of an SLA shall be for Provider to test the system and SLA for compliance and reperform the Service by Provider.

Service Levels

Provider will perform for Client the VOIP and Collaboration Services indicated Service Level Attachment.

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

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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 Description. 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

Emergency Calls

When you dial 911, your call is routed from the Provider network to the Public Safety Answering Point (PSAP) or local emergency service personnel using the address that you provided to us. You acknowledge and understand that when you dial 911 from Provider devices or Provider-provisioned devices, your call will be routed to the general or administrative telephone number for the PSAP or local emergency service provider, and will not necessarily be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Rogue 911 calls are subject $500 fee per call. “Rogue 911 call” means any call placed to 911 through Provider from an unregistered Ani (Caller ID). To avoid Rouge 911 charges please ensure that any call uses a registered Ani and correct address is provided.

Service Interruptions

Emergency Calling Service dialing does not function without power and an active Internet connection. Should there be an interruption in the power supply, the Service and Emergency Calling Service dialing will not function until power is restored. A power failure or disruption may require you to reset or reconfigure affected equipment before using the Service or Emergency Calling Service dialing. In addition, if there is a Service outage for ANY reason – including suspension of your account as a result of billing issues – such outage will prevent ALL Service, including Emergency Calling Service dialing. PROVIDER IS NOT RESPONSIBLE OR LIABLE FOR ANY EVENTS OR OUTCOMES DURING A SUSPENSION OF SERVICE PERIOD.

Contact Information

The address you provided to Provider is the address that is applied to your Service for Emergency Calling Service dialing. Should you need to change this address, you must contact us immediately. It may take up to three business days to effectuate a change of address or update of an address. Failure to provide the current and correct physical address and location of Equipment will result in any Emergency Calling Service communication you may make being routed to the wrong local emergency service provider. In addition, it may not possible to transmit identification of your phone number or the address that you have listed to the PSAP and local emergency personnel for your area when you use Emergency Calling Service dialing. You may need to state the nature of your emergency promptly and clearly, including your location, as PSAP personnel will NOT have all of this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be

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completed, is 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.

Phone Number and Location Changes

If you change your primary phone number, you will not be able to change your Emergency Calling Service address for seventy-two (72) hours. During that time, any Emergency Calling Service calls that you may make will be routed using the address that was in Provider's records before you changed your phone number. Emergency Calling Service dialing does not function properly or may not function at all if you take Equipment with you away from the address or physical location that you have designated.

Business Use of Service and Equipment

You shall not resell or transfer the Services or Equipment to any other person or entity for any purpose without Provider's express, written permission.

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.

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- 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, you 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 because of any failure on your part including but not limited 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.

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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 Attachment 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 AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER’S THEN-CURRENT TERMS AND CONDITIONS.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

Early Termination by Client With Cause

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

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider’s receipt of Client’s written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

Early Termination by Client Without Cause

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

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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 or abusive 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 hinder Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Order 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 consent 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.

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