



Interconnected VoIP Services Exhibit

Last Updated: April 10, 2017

The following terms are applicable to the Customer's Interconnected VoIP Services and together with the Master Services Agreement (the "*MSA*") constitutes the entire agreement between the Customer and the Service Provider. The FCC defines Interconnected VoIP services as those that (a) enable real-time, two-way voice communications; (b) require a broadband connection from the user's locations; (c) require IP-compatible customer premise equipment; and (d) permit users to receive calls from and terminate calls to the public switched telephone network ("*PSTN*"). The Service Provider's Interconnected VoIP Services include Evolved Office: HPBX and SIP Trunking.

1. Line Number Management—Domestic Telephone Numbers

The Service Provider will make commercially reasonable efforts to provide new telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where the Customer wishes to provide or port its own preexisting telephone numbers to the Service, the Service Provider may reject any telephone numbers proposed to be supplied by the Customer, on condition that the Service Provider will not unreasonably reject any telephone number and will provide the Customer on request with a written or electronic explanation as to the reasons for the rejection. If a telephone number port is rejected, the Service Provider will provide the Customer with all information pertaining to the rejection so that the Customer can work with the Customer's current provider to cure the cause of the rejection. Based exclusively on information provided by the Customer, the Service Provider will register telephone numbers provided to the Customer for use in connection with the Service with the appropriate 911 authority. The Service Provider will also assist in the porting of the Customer's telephone numbers or the assignment of new telephone numbers as applicable and where available, and both parties acknowledge that the Customer will retain all interest to those telephone numbers. Before each number portability request, the Customer will submit a valid letter of authorization ("*LOA*") on a form provided by or acceptable to the Service Provider that has been signed by an authorized Customer contact. The Service Provider will not attempt to port a telephone number without a valid LOA and other documentation as reasonable necessary to effectuate a port; the Service Provider may deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each telephone number being ported, in addition to any other charges applicable to the Service, the Customer will pay nonrecurring porting charges to the Service Provider. The Customer will protect, defend, indemnify, and hold harmless the Service Provider, its officers, directors, employees, contractors, and agents against all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorneys' fees and costs), judgments, and causes of action (including any "slamming claims") arising from or related to the Customer's use or failure to use or provide valid LOAs or other documentation relating to number portability.

2. Line Number Management—International Telephone Numbers

The Service Provider will make commercially reasonable efforts to provide new international telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where the Customer wishes to provide or port its own preexisting international telephone numbers to the Service, the Service Provider may reject any international telephone numbers proposed to be supplied by the Customer, on condition that the



Service Provider will not unreasonably reject any international telephone numbers and will provide the Customer on request with a written or electronic explanation as to the reasons for the rejection. If an international telephone number port is rejected, the Service Provider will provide the Customer with all information pertaining to the rejection so that the Customer can work with the Customer's current provider to cure the cause of the rejection. Both parties acknowledge that the Customer will not retain any interest to the international telephone numbers. Before each international telephone number portability request, the Customer will submit a valid LOA on a form provided by or acceptable to the Service Provider that has been signed by an authorized Customer contact. The Service Provider will not attempt to port an international telephone number without a valid LOA and other documentation as reasonable necessary to effectuate a port; the Service Provider may deny porting any international telephone number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each international telephone number being ported, in addition to any other charges applicable to the Service, the Customer will pay nonrecurring porting charges to the Service Provider. **The Customer acknowledges that the Service Provider's international voice service does not support 999, 911, E911, or other emergency response calling functionality.** Additionally, the Service Provider's international voice service supports only inbound calling from the PSTN to either (a) new DID's provided by the Service Provider or (b) to preexisting international telephone numbers that were ported into the Service Provider for use in conjunction with the Service. All outbound calls from the Customer's international location will be rated at the Service Provider's then current international termination rate schedule. The Service Provider may, on ten days' advance written or electronic notice, reclaim any international telephone numbers that (i) have not been used to pass traffic within the immediately preceding 120-day period (or that shorter period as otherwise required by law or by an underlying provider of the Service Provider's international voice services); (ii) are required to be reclaimed in accordance with a change in the national number plan in the local country of that international country; or (iii) the Service Provider is otherwise required to do so by any relevant regulatory or governing body or by an underlying provider of the Service Provider's international voice services. The Service Provider will use reasonable efforts to provide the Customer with 30 days advanced written notice if the Service Provider discontinues international voice services in a particular country. The Customer will protect, defend, indemnify, and hold harmless the Service Provider, its officers, directors, employees, contractors, and agents against all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorneys' fees and costs), judgments, and causes of action (including any "slamming claims") arising from or related to the Customer's use or failure to use or provide valid LOAs or other documentation relating to international number portability.

3. Service Limitations

The Customer's use of "unlimited" local and long distance calling as a feature of the Services at the Monthly Recurring Fee stated in the Service Order presumes industry standard use of these features by commercial customers or based on comparison of the use to the Service Provider's other customers as determined by the Service Provider in its sole discretion. If the Customer makes excessive use of the local and long distance calling feature, the Service Provider may in its sole discretion assess additional charges with respect to the excess use or suspend the Service. The Customer's use of auto-dialing technology (e.g., predicative dialers) will also be subject to additional charges or suspension of the Service in the Service Provider's sole discretion.

4. Fraud



The Customer will not be excused from paying for Services on the basis that fraudulent calls or other use of the Service comprised a portion (or all) of the Customer's use of the Service. The Customer will protect, defend, indemnify, and hold harmless the Service Provider, its officers, directors, employees, contractors, and agents against all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorneys' fees and costs), judgments, and causes of action arising from or related to fraudulent calls or use of the Service. The Service Provider may take immediate action without notice or liability as it considers necessary in its sole discretion to prevent fraudulent calls or other use of the Service, on condition that the Service Provider is not required to undertake any action.

5. Statement of Facts Associated with Emergency Calling Services

This section 5 applies only to “Interconnected VoIP Services” as defined by the FCC in 47 C.F.R. § 9.3, i.e., to those services that allow for two-way—origination *and* termination—of real-time, voice telephone calls on the Public Switched Telephone Network using a broadband interconnection and specialized customer premises equipment. The Customer is aware that E911 service provided by the Service Provider differs in important ways from traditional wireline E911 service and these limitations are described throughout this section 5.

- a. Emergency calling services (“*911 Services*”) are provided with the Service. The Customer is also responsible for the payment of all applicable surcharges relating to the provision of 911 Services that may be due to any municipality, state, or other jurisdiction. Although the Service Provider will endeavor to complete emergency calls placed by a user through the Service (on condition that these calls are delivered to the Service Provider's network), these calls will be delivered to the appropriate Public Safety Answering Point (“*PSAP*”) based on the Registered Location information associated with the originating telephone number as provided by the Customer.
- b. **911 Services are offered solely as an aid in contacting an appropriate PSAP in connection with fire, police, and other emergencies. The Service Provider and its suppliers are not responsible for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer, or by any other party or person or entity for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistake, omissions, interruptions, service outages, delays, errors, or other defects in the provision of 911 Services; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, location, or use of any equipment and facilities furnishing the Service.**
- c. **The Service Provider is not making any warranty, whether express, implied, or statutory, to the Customer or to any third party with respect to the 911 Services, and all warranties are disclaimed. The Service Provider is also not responsible for any infringement or invasion of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, location, or use of 911 Services and the equipment associated with it, or by any Services furnished by the Service Provider including the identification of the telephone number, address, or**



name associated with the phone, system, or handset used by the party or parties accessing 911 Services, and which arise out of the negligence or other wrongful act of the Service Provider, its suppliers, the Customer, its users, any agencies or municipalities, or the employees or agents of any of the foregoing.

- d. The Customer will protect, defend, indemnify, and hold harmless the Service Provider, its officers, directors, employees, contractors, and agents against all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorneys' fees and costs), judgments, and causes of action arising from or related to the Service Provider's provision of E911 service.
- e. The Customer expressly acknowledges that the Customer understands all the limitations associated with the Service Provider's provision of the E911 service and agrees to all the limitations described here.
- f. If the Customer moves a telephone handset to a new location, the Customer will provide the new location information to the Service Provider so that the Service Provider can update the relevant emergency calling database.