



VOICE OVER IP (VOIP) SERVICE ADDENDUM

This Voice Over IP (VoIP) Service Addendum is made between Customer and TC and outlines the Services that TC will provide to Customer. This Addendum is effective upon Customer's subscription to VoIP Services in addition to its TC Services and is considered an addition to, not a replacement of, the TulsaConnect MSA. Any terms not defined herein shall have the meaning set forth in the MSA. To the extent that the terms contained herein vary from or conflict with the terms of the MSA, the terms of this Addendum shall control. This Voice Over IP (VoIP) Service Addendum includes the Order Form and the Terms and Conditions of VoIP Services.

Terms and Conditions of Co-Location Service

I. VoIP Service Addendum Effective Date. The VoIP Service Addendum Effective Date shall be the date on which data packets are sent to Customer.

II. Service Delivery

- a. TC will request porting dates and times from the losing service provider between 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. TC highly recommends not porting on a Friday because staffing levels for the carrier will be much less available after hours and on weekends.
- b. The Customer-approved configuration will not be changed until 30 business days after the installation. At that time the Customer may submit a "punch list" of any and all changes they would like made to the VoIP Services.
- c. TC reserves the right to bill Customer at current market rates for any cabling required to support services. TC reserves the right to use outside cabling contractors to perform cabling work.
- d. TC offers configuration, staging, and shipping of equipment used to terminate Service. Configuration only includes configuration of equipment to support TC Service. TC reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide the Service outlined herein.
- e. If additional configuration work is required due to limitations of the Customer network, TC reserves the right to bill customer at current hourly rates for additional configuration time.
- f. TC is NOT responsible for and shall not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of Customer Provided Equipment or TC Provided Equipment or integration of such equipment into Customer's internal network. TC is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or hardware application or integration of such software or hardware application into the Customer network.
- g. The Parties may enter into a separate Support Agreement for support and assistance with TC Provided Equipment, which terms and conditions and hourly rates shall be negotiated and set forth in such Support Agreement.

III. Availability Dependencies

- a. The availability of Service is dependent on the following:
 - i. Existence of a suitable network transport from TC to user(s). TC also reserves the right to limit Service availability in the event that necessary Service components are either unavailable or unattainable at a reasonable cost to TC.
 - ii. TC's ability to provide services is dependent upon Customer-provided information. Service delivery may be delayed if all information is not provided based on timelines set by TC.
 - iii. It is Customer's responsibility to ensure that all devices at Customer's premises are able to connect to TC Provided Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.
 - iv. The availability of this Service is dependent on available space, power, hardware and available network connectivity within a given Customer location.

IV. Service Level Commitment. The following limitations apply to this Service.

- a. **Remote Phones.** TC VoIP phone sets have the capability to be connected at a location other than the Customer's main location or designated service location (e.g., an employee's personal residence). Some features are not available with remote phones. Quality of service cannot be guaranteed for the Remote Phone service option. The Service Addendum does not apply to this scenario. TC will not dispatch engineering services to a location that is not the Customer's main location or a designated service location (e.g., an employee's personal residence).
- b. **Privacy and Security.** VoIP Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Customer acknowledges and understands that TC cannot guarantee that VoIP Service is private and secure. TC is not liable for any lack of privacy or security that Customer may experience with regard to the Service. Customer is responsible for taking precautions and providing security that best suits the intended use of the Service.
- c. **Loss of Service.** Customer acknowledges and understands that the VoIP Services do not function in the event of a power failure. Customer also acknowledges and understands that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by TC) and that, accordingly, in the event of an outage of, or termination of Service with or by, Customer's Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that Customer will continue to be billed for the Service unless and until Customer or TC terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure TC Provided Equipment or Customer-Provided Equipment prior to utilizing the Service. Should TC suspend or terminate Service, the Service will not function until TC restores Service (which may require the payment of all invoices and reconnection fees owed by Customer to cure any breach of this Agreement by Customer).
- d. **Security Systems and Other Non-Voice Communications Equipment.** All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with TC's VoIP Service, and fax machines and modems may not be compatible with TC's VoIP Service. By accepting this Agreement, Customer waives any claim against TC for interference with or disruption of such systems due to the Service.

- e. **Equipment.** Customer understands and acknowledges that for TC to provide Services, Customer must have a broadband service connection and Voice Over IP ("VoIP") equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and TC makes no representation or warranty that additional VoIP equipment will not be needed. Customer agrees to purchase, provide, and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by TC. TC may, at Customer's request, install the equipment Customer-specific locations. If Customer is not purchasing or leasing the VoIP Equipment from TC, then TC must certify and approve whether the Customer-provided Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP equipment from TC in order to receive the Service. Customer premise equipment leased/furnished by TC remains the property of TC. For TC-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay TC the purchase price for such Customer premise equipment.
- f. **Prohibited Uses of the Service.** Customer is prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if TC determines, in its sole discretion, that Customer is reselling or transferring VoIP Service or that VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, TC reserves the right to immediately terminate VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.
- g. **No Credit Allowance for Interruption of VoIP Service.** Customer acknowledges and agrees that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.
- h. **Toll Fraud.** TC will not be responsible for additional/excessive charges or overages incurred by the customer due to toll fraud, employee abuse, or improper business practices related to use of telephone services we provide, including but not limited to:
 - i. Any customer owned equipment not managed by TC that the customer has directed us to be included in their call setup/teardown paths.
 - ii. Any customer owned platform or operating system vulnerabilities or improper configuration that could allow toll fraud or improper use.
 - iii. Any misconfigured or accidental call forwarding conditions placed on customer owned equipment resulting in overages or excessive charges.
- i. **Disconnecting Existing Non-TC Service.** It is the Customer's responsibility to disconnect any service with the losing/existing service provider. TC is in no way responsible for disconnecting any existing Customer service.
- j. **911 Service.**
 - i. The 911 emergency service provided in connection with TC' VoIP Service is different from traditional 911 service. When the Customer dials 911 on their phone using the VoIP Service, the call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address Customer listed at the time they registered for the Service or other back-up emergency answering services. TC relies on third parties for the forwarding of information underlying such routing, and accordingly TC and its third-party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition, the 911 emergency service available in connection with VoIP Service is only available at the street address registered with TC for the specific

area code and phone number. Customer acknowledges and agrees that 911-type services shall only be available at the physical street address associated with the specific area code and phone number assigned to the Customer. Customer further acknowledges and agrees that 911-type services will not be available to a particular customer and neither TC nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an area code and phone number to Customer located outside of the exchange area associated with Customer's street address or relocation of the telephone device to a location other than Customer's physical street address as registered with TC.

- ii. IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE EQUIPMENT WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.
- iii. When activating this Service, Customer must provide the actual physical street address where equipment will be located, not a post office box, mail drop, or similar address. Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of equipment to a different street address. Any change in the equipment's physical address must be coordinated with TC for the Service and 911 to work properly.
- iv. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT 911 SERVICE WILL NOT FUNCTION IF VoIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE, THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO RESUMING USE OF SERVICE, INCLUDING FOR 911 DIALING PURPOSES.
- v. 911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS TC, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO TC OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF TC.