



## PRODUCT SCHEDULE (for Service Provided in the United States)

### High Volume SIP Services

This Product Schedule (this “**Schedule**”) between **AccessLine Communications Corporation dba Voice Telco Services (“Voice Telco Services”)** (a wholly owned subsidiary of Intermedia.net, Inc. (“**Intermedia**”)) and the entity purchasing the HVS Services (as defined below) (“**You**”) is effective immediately upon Your initial use, order or purchase of the HVS Services and is issued pursuant to and incorporates by reference the terms and conditions of the Services Purchase Agreement (the “**Purchase Agreement**”) by and between Intermedia and You governing the sale of the HVS Services.

The HVS Services may only be purchased if You have a separate purchase agreement (typically in the form of a Services Purchase Agreement) with Intermedia that specifically relates to the HVS Services. You may not purchase the HVS Services under Intermedia’s Master Services Agreement for either direct customers or resellers, distribution agreements or any other commercial agreement that does not specifically contemplate and describe the sale and purchase of the HVS Services.

This Schedule applies to HVS Services provided in the United States. All references in the Purchase Agreement to Intermedia will be interpreted as applicable to Voice Telco Services for purposes of any regulated telecommunications services provided in connection with the HVS Services.

By executing the Purchase Agreement, ordering the Services, selecting “I Accept and Continue” in Your Account (as defined below), or using the Services, You accept this Schedule and agree to be bound by all of the terms and conditions hereof.

While the Services are provided directly to You by Voice Telco Services, one or more third parties have been authorized by Voice Telco Services as agents to conduct contracting, billing and support services to You on Voice Telco Services’ behalf. Voice Telco Services’ agents have no direct rights or obligations to You outside the scope of this Schedule and do not have any liability with respect to the Services.

The HVS Services may incorporate or otherwise use artificial intelligence (“**AI**”) features and/or technology. AI-based technology is subject to a number of risks that users should fully understand and consider before activating or using any AI-based features or services. Intermedia has created an Artificial Intelligence Policy and Notifications document (the “**AI Policy**”), which describes many of such risks and is available at <https://www.intermedia.com/legal/north-america/us/policies>. The terms of the AI Policy, as it may be amended and updated from time to time, are hereby incorporated by reference into, and made a part of, this Schedule.

All capitalized terms in this Schedule shall have the same meaning as set forth in the Purchase Agreement, unless defined herein.

**Definitions.** For the purposes of this Schedule, the following definitions apply:

“**Account**” means the account created with Voice Telco Services in connection with this Schedule that relates to the purchase and use of HVS Services by You and Your end-user subscribers.

“**Agent**” means a party designated by Voice Telco Services to provide contract, billing and support services to You on behalf of Voice Telco Services.

“**Data**” means all data submitted by Your end-user subscribers to Voice Telco Services in connection with the HVS Services, including all content, material, IP and similar addresses, voice calls, fax calls, software, messages and account information and settings.

“**HVS Services**” means the Voice over Internet Protocol (VoIP) origination and/or VoIP termination services as described within this Schedule, generally referred to as High Volume SIP services, to

provide connectivity to, and to allow Your end-user subscribers to access, other telecommunications services that You provide to Your end-user subscribers.

“Third-Party Service” means any service or product offered by a party that is not Voice Telco Services.

“Voice Telco Parties” means Voice Telco Services’ officers, employees, agents and representatives; Voice Telco Services’ affiliates (including parents and subsidiaries), vendors, licensors and partners; and their respective officers, employees, agents and representatives.

## 1 HVS Service Description and Terms.

### 1.1 Toll-Free Inbound.

a. Toll-Free VoIP Origination: Toll-free Voice over Internet Protocol Origination (“**Toll-Free VoIP Origination**”) service is a dedicated origination service that enables You to receive, on behalf of Your end-user subscribers, toll-free public switched telephone network (“**PSTN**”) originated domestic telephone calls from the forty-eight (48) contiguous states of the United States (“**Domestic US 48**”), as well as Canada and the extended U.S. area consisting of Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands and other NANP (North American Numbering Plan) territories (collectively, “**CAN/AK/HI/PR/USVI/NANP**”), via a broadband Intermedia Session Initiation Protocol (“**SIP**”) signaling interface.

b. RespOrg Authority: Voice Telco Services, using its RespOrg ID “RSAXx,” will be the Responsible Organization in the national SMS toll-free database for all toll-free numbers provided to You under the Purchase Agreement. Intermedia and Voice Telco Services will have full authority, in their sole discretion, to select the carriers used for inbound routing of all such toll-free numbers and configuration in the national SMS toll-free database. Voice Telco Services does not support Canadian-only inbound routing for numbers in its RespOrg ID RSAXx; toll-free numbers owned by Voice Telco Services are configured to allow calls from all NANP jurisdictions. Voice Telco Services does not support custom SMS blocking or routing; if Voice Telco Services agrees to support either custom SMS blocking or routing on an exception basis, Voice Telco Services reserves the right to charge a professional services fee, subject to the terms of the Purchase Agreement.

c. Payphone. Voice Telco Services’ new toll-free numbers under RSAXx are configured to accept calls from payphones; all new toll-free numbers provisioned to You from Voice Telco Services inventory will be thus configured. Where numbers are porting in for You, and Voice Telco Services already has carrier network translations in place that may block payphone calls, Voice Telco Services does not intend to unblock payphone calls. Settings may vary with each carrier that Voice Telco Services uses, and on a number by number basis, and may be updated at Voice Telco Services’ sole discretion from time to time.

d. Provisioning: All new number provisioning for requests of 250 numbers or less will be performed through Voice Telco Services’ standard provisioning processes (as updated from time to time), to the extent inventory is available. Provisioning will be from Voice Telco Services-owned toll-free inventory and will not support vanity lookups or reservations. All number provisioning requests over 250 new numbers will be considered on an individual basis, handled manually and will be assigned a project timeframe which will be communicated to You prior to project initiation. For orders that require extensive manual work or support by Voice Telco Services, Voice Telco Services may charge You a professional services fee, subject to the terms of the Purchase Agreement.

e. Toll-Free Port IN: You will submit and monitor status of all toll-free port IN orders on behalf of Your end-user subscribers through Voice Telco Services’ LOA Wizard and HostPilot® control panel or other such methods as Voice Telco Services may specify. All such orders must include an end-user pen and ink signed toll-free LOA authorizing port in to RSAXx, and include a bill copy current to within thirty (30) days showing the toll-free number(s). You will be responsible to manage and communicate all porting issues and statuses with Your end-user subscribers; in no case will Your end-

user subscribers have access to Voice Telco Services employees or systems including Your HostPilot account, LOA Wizard, or email communications from Voice Telco Services. Voice Telco Services will charge a RespOrg fee for toll-free port IN as defined in the Purchase Agreement for RespOrg moves from other carriers (including from Your own RespOrg ID (if applicable) to Voice Telco Services). You will be responsible for insuring that any porting numbers that Voice Telco Services provisions in its systems on Your behalf are properly assigned in Your systems to the appropriate end-user subscriber. Large migrations or additions of toll-free numbers will be performed on a special project basis and may require the payment by You of a professional services fee to Intermedia, subject to the terms of the Purchase Agreement.

f. Toll-Free Port OUT: Requests to port OUT toll-free numbers must be submitted through standard industry processes and systems, contain Your information as designated by Voice Telco Services, and otherwise comply with mutually agreed upon processes and safeguards that meet applicable legal, and regulatory requirements. On a monthly basis, Voice Telco Services will use reasonable efforts to provide You with a list of Your toll-free numbers identified as having ported out. You will be solely responsible for (a) submitting number cancellation requests through Voice Telco Services' standard processes on a timely basis following port OUT; and (b) providing Your end-user subscribers with any relevant service records to use for toll-free port OUT. Relevant monthly charges will stop thirty (30) days after a cancellation order has been accepted by Voice Telco Services, regardless of port OUT date. You may also choose to disconnect numbers that have not ported out and follow standard procedures to cancel these numbers; relevant monthly charges will stop thirty (30) days after a disconnect order has been accepted by Voice Telco Services.

g. Ancillary Services. Ancillary services (including without limitation e911 emergency services, SMS Text Messaging, inbound CNAM display, CNAM Storage, Directory Listings and blocking CallerID on inbound or outbound) are not available through Voice Telco Services for toll-free numbers with the HVS Services. Any service that would require end-user information specific to the phone number is not available through Voice Telco Services for the HVS Services.

h. Allocation and Use of Toll-Free Numbers. All numbers purchased from or ported to Voice Telco Services are expected to have ongoing usage. You will ensure, and are solely responsible for ensuring, that You, and Your end-user subscribers, comply with all applicable legal and regulatory requirements regarding toll-free number usage, including without limitation that neither You nor Your end-user subscribers will merely purchase or reserve numbers in inventory with the purpose of holding such numbers in an unallocated status (i.e., without usage of such number).

## 1.2 Local and LD Outbound.

a. Local and LD VoIP Termination: Voice over Internet Protocol Termination (“**VoIP Termination**”) service is a dedicated Local and Long Distance (“**LD**”) termination service that enables You to terminate traffic, on behalf of Your end-user subscribers, to the PSTN throughout the Domestic US 48, Alaska, Hawaii and international locations (“International”) including Puerto Rico, the U.S. Virgin Islands and Canada, via a broadband Intermedia SIP signaling interface.

## 1.3 Local Inbound/Local Numbers.

a. Local VoIP Origination: U.S. Based Local Access (“**Local VoIP Origination**”) service is a dedicated origination service that enables You to purchase Local DID's (where usage is charged on a per minute basis), in order to receive, on behalf of Your end-user subscribers, PSTN-originated domestic telephone calls from the Voice Telco Services-supported Local Access Transport Area within the fifty (50) U.S. states (“**Domestic US 50**”) and Canada via a broadband Intermedia SIP signaling interface.

b. Local Number Inventory: You will be able to purchase Local Numbers from the available Voice Telco Services Local Number Inventory. The Local Numbers available for purchase as part of Your Local Number Inventory are defined by Voice Telco Services' available local network presence and is not limited by Your location.

c. Local Number Coverage: Voice Telco Services uses underlying carriers to provide local number inventory covering 90% or more of major metropolitan populations in the Domestic US 50 and

Canada. Voice Telco Services will at its sole discretion choose which carrier to use for acquiring local numbers and base of numbers to carry in available inventory at any point in time. Coverage may change from time-to-time without notice. Voice Telco Services cannot guarantee that new numbers will be available, orderable, or portable, at any time in any specific rate center. Voice Telco Services strives to maintain sufficient available inventory such that individual numbers may be provisioned promptly for most common rate centers.

d. Local Inventory Ordering and Provisioning: All new number provisioning for requests of 250 numbers or less will be performed through Voice Telco Services' standard provisioning processes (as updated from time to time), to the extent inventory is available. Provisioning will be from Voice Telco Services-owned local inventory and will not support vanity lookups or reservations. All non-standard requests for ordering or provisioning multiple rate centers and/or over 250 new numbers will be considered on an individual basis, handled manually and will be assigned a project timeframe which will be communicated to You prior to project initiation. For orders that require extensive manual work or support by Intermedia and/or its affiliates, Intermedia may charge You a professional services fee, subject to the terms of the Purchase Agreement. Where Voice Telco Services does not have sufficient inventory available to fulfill new orders of fewer than 25 numbers for a specific rate center, new inventory will be ordered and generally available within 2-3 business days. Orders for multiple rate centers or for 25 or more numbers per rate center may require additional time. All orders must specify the desired rate center and state or example NPA-NXX. Voice Telco Services does not support requests for specific NPA-NXX or NPAs.

If Voice Telco Services suspects that You or Your end-user subscribers are cancelling received numbers within less than 90 days following provisioning or ordering (e.g., to obtain different or "better" phone numbers), Voice Telco Services will request You to put controls in place on Your side to prevent abusive behavior such as this; Voice Telco Services reserves the right to charge You for a minimum of 90 days of Monthly Recurring Charges for any such cancelled number.

e. Local Number Port IN: You will submit and monitor status of all Local Port IN orders on behalf of Your end-user subscribers through Intermedia's LOA Wizard and HostPilot control panel or other such methods as Intermedia may specify. All such orders must include an end-user pen and ink signed Local LOA authorizing port in to Voice Telco Services' network, and include a bill copy current to within thirty (30) days showing the local number(s). You will be responsible to manage and communicate all porting issues and statuses with Your end user subscribers; in no case will Your end-user subscribers have access to Intermedia employees or systems including Your HostPilot account, LOA Wizard, or email communications from Intermedia or its affiliates. Voice Telco Services will charge an LNP fee for port IN to Intermedia of each local number as defined in the Purchase Agreement. You will be responsible for insuring that any porting numbers that Voice Telco Services provisions in its systems on Your behalf are properly assigned in Your systems to the appropriate end-user subscriber. Failure to provide any information requested by Voice Telco Services will delay the porting of the number to Voice Telco Services. Voice Telco Services shall not be responsible for any delay in the porting of Your number or outages with Your existing service provider prior to the successful completion of Your number port to Voice Telco Services, and will not provide credit for any such delays or outages. Large migrations or additions of Local numbers will be performed on a special project basis and may require the payment by You of a professional services fee, subject to the terms of the Purchase Agreement.

f. Local Number Port OUT: Voice Telco Services is not the carrier of record for Local numbers and is not involved in approving or rejecting orders to port OUT Local numbers. Any/all Local numbers provided to You by Voice Telco Services may port out based on the business rules each carrier establishes and may update from time-to-time on a per account and/or per number basis regarding accuracy and match of the information submitted for port OUT compared to the information on file with Voice Telco Services' carrier. Depending on their origination, numbers provisioned to Your account may be associated with any mix of Your, Voice Telco Services', Intermedia's or porting information related to a current or prior end user or account holder. Voice Telco Services does not support notification of pending port OUT, locking local numbers to prevent them from porting OUT through PIN, or other similar functionality. On a monthly basis and where available from Voice Telco Services' carriers, Voice Telco Services will use reasonable efforts to provide You with a list of Your local numbers identified by the

carriers as having ported out. Voice Telco Services makes no guarantee that You will be notified of completed port OUT on all numbers. You will be solely responsible for submitting number cancellation requests through Voice Telco Services' standard processes on a timely basis following port OUT. Relevant monthly charges will stop thirty (30) days after a cancellation order has been accepted by Voice Telco Services. You may also choose to disconnect numbers that have not ported out and follow standard procedures to cancel these numbers; relevant monthly charges will stop thirty (30) days after a disconnect order has been accepted by Voice Telco Services.

g. Customer Service Records (CSR) for Local Port Out: You are solely responsible for providing Your end-user subscribers with any relevant service records to use for Local Port OUT. Where supported by Voice Telco Services' carriers, Voice Telco Services will submit Your own company name and address for newly provisioned numbers from inventory for the carrier's records; this enables You to provide a standard CSR to Your end-users on eventual port out without consulting Intermedia. If additional information is necessary, You may request Voice Telco Services to provide information as is currently on file with Voice Telco Services' carriers as an additional service; provided that a per TN CSR fee will apply per Exhibit B. In such instances, You will provide Your own CSR to Your end-user subscribers based on information that Voice Telco Services provides.

h. Ancillary Services: Ancillary services (including, without limitation, e911 emergency services, SMS Text Messaging, inbound CNAM display, CNAM Storage, Directory Listings and blocking CallerID on inbound or outbound) are not available through Intermedia or Voice Telco Services for Local numbers with the HVS Services. Any service that would require end-user information specific to the phone number is not available through Voice Telco Services for the HVS Services.

i. Allocation and Use of Local Numbers: All numbers purchased from or ported to Voice Telco Services are expected to have ongoing usage. You will ensure, and are solely responsible for ensuring, that You, and Your end-user subscribers, comply with all applicable legal and regulatory requirements regarding Local number usage, including without limitation that neither You nor Your end-user subscribers will merely purchase or reserve numbers in inventory with the purpose of holding such numbers in an unallocated status (i.e., without usage of such number).

j. Local Numbers. For the HVS Services, You represent and warrant that all traffic delivered to You under this Schedule that has originated in the same local calling area in which Your local number (i.e., NPA-NXX) is assigned, and/or in which such traffic is terminated to You, is local traffic and is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over such traffic. You understand and acknowledge that Voice Telco Services will rely upon such representation to assign local telephone numbers to You and/or route Your traffic for termination as local calling.

1.4 Directory Listing. You may request a Directory Listing for any Local Numbers used in connection with the HVS Services, provided that Voice Telco Services has the capability to provide Directory Listing services. Voice Telco Services utilizes a Third-Party Service for Directory Listing; therefore, there is no guarantee that Voice Telco Services will be able to list a specific number with the third-party provider, and there is no guarantee as to the timeframe under which Directory Listing can be completed, if at all. Voice Telco Services does NOT support an option whereby the address is not published as part of the Directory Listing, as allowed by relevant law. Further, where You choose to not purchase or to discontinue Voice Telco Services' Directory Listing service, Voice Telco Services provides no assurance that any existing information in the various directory listing databases will be removed or revised. In the event that a Directory Listing is completed successfully, (a) You will be provided with a listing for each number in the electronic database and white pages book managed by the Local Exchange Carrier ("LEC") or a third party working with such LEC in whose area the local numbers originate; (b) via the above, most Directory Assistance providers will be able to look up the number when they receive an inquiry; and (c) yellow page and other electronic database providers then may contract with the LEC to purchase and list the number in their books, databases, etc. as an independent action from the Directory Listing services provided by Voice Telco Services. Voice Telco Services will not be responsible for any misprints, errors or omissions but will provide reasonable, good faith assistance to correct any errors in the databases of Voice Telco Services' partner carriers and their LEC providers that are identified by You. Further, YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD THE VOICE TELCO PARTIES HARMLESS FROM AND

AGAINST ANY AND ALL CLAIMS FOR EXPENSES OR DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES) ARISING FROM A MISPRINT OF YOUR DIRECTORY INFORMATION.

1.5 Session Initiation Protocol (“SIP”) Interconnect.

a. Interconnection Requirements: You will utilize the service(s) described in this Schedule via the public Internet (aka “over the top”).

b. Interoperability Test Requirement: You will participate in an Interoperability Test with Intermedia to ensure interoperability of Your VoIP network components and signaling protocols with Intermedia’s network. The testing will be performed via the production environment utilizing the actual network connections that will be used in live service.

1.6 Service Provisioning Process.

a. Voice Telco Services will publish and maintain a Service Provisioning Process that You will follow in order to request new Services. The Parties agree that Voice Telco Services may update the Service Provisioning Process, as necessary, from time-to-time, without the need for an amendment to this Agreement.

b. End-user Subscriber Information: Neither Intermedia nor Voice Telco Services shall have any responsibility to store, maintain or manage end-user subscriber information regarding numbers assigned to Your end-users. All association of numbers to end-users will solely be managed and maintained by You in Your own systems.

c. End Customer Service and Support: You will be responsible for handling first-level support service for Your end users. Voice Telco Services will be available to provide advanced, administrator-level support to You, but in no event shall Voice Telco Services provide support directly to Your end users.

1.7 Agent. You acknowledge and agree that (a) Voice Telco Services has designated an Agent to provide billing and support services to You in connection with the HVS Services, (b) such actions by Agent shall be deemed to be the actions of Voice Telco Services with respect to those aspects of the relationship under this Schedule, and (c) You consent to the disclosure of Data to Agent for the purposes of the HVS Services and the collection of Data by Agent for the purposes of the HVS Services. For the avoidance of doubt, if You fail to respond to Agent when it is acting for Voice Telco Services under this Schedule, You shall be deemed to be in breach of this Schedule.

1.8 Your Network Security Obligations. You are responsible for implementing security practices that conform with industry standards and best practices applicable to Your business and industry sector (additionally enhanced to support SIP-based VoIP applications and services). You are responsible for all fraudulent use of Your HVS Services without regard to how it occurs. **YOU HEREBY INDEMNIFY THE VOICE TELCO PARTIES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY YOU OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.**

## 2 Term and Termination.

The term and termination provisions of the Purchase Agreement govern the provision of HVS Services provided through this Schedule, except as specifically superseded or supplemented by the terms of this Section 2.

2.1 Rights Held by Voice Telco Services. With respect to the HVS Services, the termination rights of Intermedia set forth in the Purchase Agreement may be exercised by either Intermedia or Voice Telco Services.

2.2 Porting Does Not Constitute Termination of Service. Even if You port a telephone number from your Account, You will continue to be liable to Voice Telco Services for service fees until You terminate Your Account or the relevant service.

2.3 Following Termination. In addition to the provisions set forth in the Purchase Agreement, **You acknowledge that in the event of any HVS Service termination or cancellation, all telephone numbers associated with Your Account may be immediately released and may not be available to You for porting to a new carrier or upon HVS Service reactivation with Voice Telco Services.**

### **3 Porting and Regulatory Fees; Tax Matters.**

3.1 Additional Porting Charges – Local Numbers. If a Firm Order Commit (FOC) date for a local port order is canceled or changed by You or Your Agent/representative more than three (3) business days before the agreed-to date, there may be a charge of ten dollars (\$10.00) per Telephone Number (TN) for all numbers on the order. If an FOC date is canceled or changed by You or Your Agent/representative within the three (3) business days prior to the agreed-to date, there will be a charge of fifty dollars (\$50.00) per TN for all numbers on the order. For expedited requests (if available), there will be a charge of seventy-five dollars (\$75.00) per Billing Telephone Number (BTN) for all numbers on the order. For a reversion to prior service requested on the day of the port or within twenty-four (24) hours of the port occurring on the FOC date (i.e., a snapback request), then, if such service is available, there will be a charge of four hundred fifty dollars (\$450.00) per TN for all numbers on the order. You acknowledge that Voice Telco Services cannot guarantee that such an immediate service reversion for local numbers is even possible. Any change/cancellation of local porting orders received after 12:00 noon Pacific will be considered as received on the next business day. All such charges are not refundable and do not qualify under any service guarantees.

3.2 Changes to Toll-Free Port Orders. Changes to toll-free port orders are not supported once submitted. Cancels of toll-free porting orders are entirely the responsibility of You or Your Agent/representative to arrange with the current service provider.

3.3 Regulatory Fees. Additional fees as may be dictated by regulatory agencies will be passed on as relevant. For example, one such current additional fee is the annual SMS toll-free allocation fee that is assessed by the U.S. Federal Communications Commission in the Fall of each year, based on the count of toll-free numbers as of December 31<sup>st</sup> of the prior calendar year. Such SMS toll-free allocation fee shall be passed through to You by Intermedia, and You shall be responsible for paying such fee in its entirety by the end of the calendar year in which the fee is assessed. To comply with this requirement, the count of toll-free numbers owned in RSAxxx for You will be documented as of December 31<sup>st</sup> of each year. Note that You are responsible for de-provisioning any phone numbers from Your account, and any phone numbers that remain provisioned as of each December 31<sup>st</sup> will be included in the number count as of such date and will be subject to all applicable fees.

### **4 Usage Fees and Banding; Changes to Pricing Terms; Usage Conditions.**

4.1 Usage Fees and Banding. Usage fees and NPA-NXX mapping/banding, as well as country/city code and category mapping/banding, for toll-free, outbound domestic long distance, local origination and international (the "Pricing Terms") for the HVS Services may be changed from time to time by Voice Telco Services in its sole discretion, through either of the following methods:

- a. The Pricing Terms may be changed from time to time by Intermedia with at least ten (10) days' written notice to You with respect to domestic services and at least seven (7) days' written notice to You with respect to international services; or
- b. At any time, Voice Telco Services may change any of the Pricing Terms by posting the revised Pricing Terms to the URL set forth in Your HVS Services purchase agreement containing Your current pricing (the "Pricing Link"). Any pricing change made pursuant to this Section 4.1(B) shall be effective as of Your next Billing Date of the Month ("BDOM") following Voice Telco Services' posting of the new pricing to the Pricing Link, so long as the new pricing is posted to the Pricing Link by no later than 11:59 p.m. Pacific time at least ten (10) days prior to the BDOM; provided that Voice Telco Services may change this schedule for posted updates (i.e., the posting date of at least ten (10) days prior to the effective date) by providing thirty (30) days' written notice to You of any such changes. Voice Telco Services undertakes no obligation to provide You with written notice of any pricing change made pursuant to this Section 4.1(B). You acknowledge that (a) it is Your responsibility to check the Pricing Link each month for new

files containing updated Pricing Terms and (b) any pricing change posted to the Pricing Link in accordance with this Section 4(B) shall be effective with respect to You, regardless of whether You have reviewed the Pricing Link or are unaware of such change.

#### 4.2 Other Usage Fees:

Payphone Surcharge: \$0.65 per call

Directory Services: \$1.25 per call

4.3 Additional Usage Conditions. The HVS Services are subject to the following additional usage conditions (in addition to any usage conditions set forth elsewhere in this Schedule, in Your Purchase Agreement, in Intermedia's Acceptable Use Policy or in any other applicable policy or document):

- a. Toll-Free numbers are automatically provided with access available from Alaska, Hawaii, Canada, Puerto Rico and the US Virgin Islands.
- b. The Outbound Long Distance price includes usage to Alaska provided that the traffic to such destination does not exceed one percent (1%) of the total Outbound Long Distance traffic offered; otherwise, traffic to such locations will be subject to a \$0.25 per minute additional surcharge (billed in one (1) minute increments with a one (1) minute minimum).
- c. All usage is charged in six (6) second increments with a six (6) second minimum, except for international usage (which is billed in one (1) minute increments with a one (1) minute minimum).
- d. Voice Telco Services will have the right to terminate users without notice if they are violating the usage terms and limitations described herein; however, Voice Telco Services will make reasonable efforts to contact You before any service is suspended.
- e. Predictive-dial/Managed Messaging and other applications with a typical call duration of less than one (1) minute are not supported. If the average duration of Your calls are less than or equal to sixty (60) seconds in any one billing cycle, then Voice Telco Services shall be entitled to charge You (and You agree to pay) an incremental fee of \$0.01 per call. This charge is in addition to all other fees and charges.
- f. In addition, if ten percent (10%) or more of Your calls are less than or equal to six (6) seconds in duration during any one billing cycle, then Voice Telco Services shall be entitled to charge You (and You agree to pay) an incremental fee of \$0.015 per call with a duration of less than or equal to six (6) seconds, for calls in excess of such ten percent (10%) limit. This charge will be in addition to Your current terminating rates and all other fees and charges.
- g. If thirty percent (30%) or more of Your calls are less than or equal to nineteen (19) seconds in duration during any one billing cycle, then Voice Telco Services shall be entitled to charge You (and You agree to pay) an incremental fee of \$0.015 per call with a duration of less than or equal to nineteen (19) seconds, for calls in excess of such thirty percent (30%) limit. This charge will be in addition to Your current terminating rates and all other fees and charges.

## 5 **Use of the Services; Legal and Compliance; Emergency Calling.**

5.1 Restricted Activities. You are prohibited from utilizing the HVS Service for anything other than providing Your services to Your customers via the Voice Telco Services network, in accordance with all applicable federal and state regulations, and specifically from reselling the HVS Services to other telecommunications carriers who may least cost route their traffic to the Voice Telco Services network through You. By purchasing and using the HVS Service, You expressly agree, represent and warrant that all traffic delivered by You to Voice Telco Services through the HVS Services is SIP-originated or SIP-terminated in accordance with all applicable federal and state laws and regulations and, without limiting the foregoing, You will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses switched access or other applicable charges. You understand and agree that these covenants are material and an essential part of Voice Telco Services' agreement to sell the

Services to You and that Your breach of any of the covenants set forth in this Section 4.1 constitutes a material default of the Purchase Agreement. Voice Telco Services reserves the right to terminate the Purchase Agreement and/or suspend the HVS Services for cause immediately upon written notice to You if Voice Telco Services determines, in its sole discretion, that You are using or plan to use the HVS Services in a manner inconsistent with this provision. Voice Telco Services may audit Your traffic to ensure that You are complying with this provision.

## 5.2 Applicable Law; Regulatory Matters.

a. Applicable Law. **Use of the HVS Services is only authorized in any of the countries where the HVS Services are eligible for sale, as such list may be modified from time to time.** A list of such countries, as in effect at the time of request, is available from Your Voice Telco Services representative. You acknowledge and agree that access to and use of the HVS Services may be restricted or limited as a result of applicable laws and that You will not use, or allow the use of, the HVS Services in contravention of, and will comply with, any applicable law. You represent that (i) You and Your end-user subscribers are not named on any U.S. or Canadian governmental list of persons or entities prohibited from receiving exports, and (ii) You will not permit users to access or use the HVS Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to ensure that the HVS Services are used in a lawful manner.

b. Regulatory Matters. **Notwithstanding any other provision of this Schedule or the Purchase Agreement, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Voice Telco Services pursuant to any applicable law, including any order, rule or decision of a governmental authority.** All taxes, regulatory fees, surcharges, assessments or other charges imposed by any governmental authority on You or Voice Telco Services are in addition to the fees and charges of Voice Telco Services and are the sole responsibility of You. If any such taxes or fees are assessed upon Voice Telco Services, Voice Telco Services may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your Voice Telco Services charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a governmental authority, You hereby indemnify Voice Telco Services against any claim arising out of Your failure to do so.

c. Fraud. It is the express intention of the parties that You, and not Voice Telco Services, will bear the risk of loss arising from any unauthorized or fraudulent usage of the HVS Services provided under this Schedule to You. Voice Telco Services reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the HVS Services, or any use thereof; provided, however, that any such action will be consistent with applicable federal, state and local laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the HVS Services.

5.3 CPNI Compliance. In providing the HVS Services, Voice Telco Services collects and maintains certain data, known as customer proprietary network information ("**CPNI**"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of HVS Services to which You subscribe. Your telephone numbers, name and address are not CPNI. Voice Telco Services may use CPNI without Your consent to provide the HVS Services, for billing and collection purposes, to protect Voice Telco Services' rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Voice Telco Services may also use CPNI to offer additional services of the type that You already purchase. Voice Telco Services does not sell, trade or share Your CPNI with Voice Telco Services' affiliates or any third parties for marketing purposes, unless You authorize such use.

5.4 CALEA. Voice Telco Services intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA") and similar laws. **By using the HVS Services, You hereby agree and consent to Voice Telco Services' right, pursuant to lawful request by law enforcement or any**

**governmental authority, to monitor and otherwise disclose the nature and content of Your communications if and as required by CALEA or any other law, without any further notice to You.**

5.5 Emergency Calling. **VOICE TELCO SERVICES DOES NOT PROVIDE A “911” OR E911 OR SIMILAR EMERGENCY CALL ROUTING SERVICE WITH THE HVS SERVICES. YOU MUST NOT ROUTE EMERGENCY SERVICES CALLS TO VOICE TELCO SERVICES, AND YOU SHALL HAVE FULL RESPONSIBILITY TO ENSURE THAT ALL EMERGENCY SERVICE CALLS ARE ROUTED APPROPRIATELY VIA OTHER MEANS. FURTHER, YOU AGREE TO INDEMNIFY AND HOLD VOICE TELCO SERVICES AND THE VOICE TELCO PARTIES HARMLESS FROM AND AGAINST ALL SUITS, LIABILITIES, DAMAGES, PENALTIES AND THE LIKE, RELATING TO OR ARISING FROM INJURIES, DEATH, AND/OR PROPERTY DAMAGE FROM ANY IMPROPER OR UNSUCCESSFUL ROUTING OF 911, 9-911 OR OTHER EMERGENCY SERVICES CALLS THAT ORIGINATE FROM YOUR LOCATIONS.** You acknowledge and agree that the limitation of Voice Telco Services’ and the Voice Telco Parties’ liability is a material term to Voice Telco Services and that it would not otherwise enter into the Purchase Agreement or this Schedule without this limitation, and that You agree these limitations are reasonable.

5.6 STIR/SHAKEN Compliance. The STIR/SHAKEN framework, an industry-standard caller ID authentication technology, is a set of technical standards and protocols that allow for the authentication and verification of caller ID information for calls carried over Internet Protocol (IP) networks. Calls traveling through interconnected phone networks can have their caller ID "signed" as legitimate by originating carriers and validated by other carriers before reaching consumers. STIR/SHAKEN digitally validates the handoff of phone calls passing through the complex web of networks, allowing the phone company of the consumer receiving the call to verify that a call is in fact from the number displayed on Caller ID. In order to facilitate compliance with STIR/SHAKEN requirements with respect to the HVS Services, You agree and acknowledge the following:

(a) You will take all steps reasonably necessary to verify the identity of each of your customers, ensure that each of your customers is a legitimate business, and ensure that each of your customers has legal ownership of all phone numbers used by such customer as their Caller ID/Automatic Number Identification (ANI) identifier.

(b) You will take all steps reasonably necessary to avoid the origination, carrying, or processing of illegal robocalls over the HVS Services.

(c) You will cooperate with Voice Telco Services, law enforcement agencies and/or other government authorities in any investigations regarding illegal robocallers and/or traceback requests related to the HVS Services.

(d) Voice Telco Services will (i) sign all calls originating from Your customers through the HVS Services (i.e., over Voice Telco Services’ network) with Voice Telco Services’ STIR/SHAKEN certificate; (ii) assign a “B” attestation for all such calls with an ANI not provided by Voice Telco Services; and (iii) assign an “A” attestation for all such calls with an ANI provided by Intermedia.