

Voice Services Addendum

Accelecom and Customer agree that the following terms and conditions of this Addendum shall govern the Voice Services provided to Customer by Accelecom:

1. Services; Pricing; Term. The Voice Services to be provided to Customer by Accelecom, as well as the term and pricing (inclusive of installation charges) of such services, are detailed in the applicable Service Order.

2. E911 Services; Compliance with 47 CFR § 9.11 et. seq.

2.a. *Description of E911 Services.* The Emergency Voice Services (“E911”) facilitate the routing of emergency 911 calls placed from devices located in the United States and Canada to the appropriate Public Safety Access Point (“PSAP”) based on the end-user’s physical address. The E911 Services also support the calling of 933 for the audio playback of the emergency services’ address.

2.b. *Customer Acknowledgement.* By executing the Service Order, Customer acknowledges that the E911 Services may not have the same functionality or availability compared to traditional wireline emergency 911 services. For illustrative purposes, the E911 Services may not function or not function properly for any of the following reasons: (i) the Customer’s failure to provide accurate, verified, and updated physical locations for Customer and Customer’s end-users; (ii) dialing 911 from a location that is different than the registered physical location; (iii) loss or interruption to power, internet/connectivity, or equipment; (iv) failure or improper use of a device or software; and/or (v) other technical factors related to network design or congestion.

2.c. *Customer Notice to Users; Customer Notice to Accelecom.* By executing the Service Order, Customer acknowledges that it is Customer’s sole and absolute responsibility to notify Customer’s end-users of the E911 Service limitations noted above. Moreover, by executing the Service Order, Customer acknowledges that it is Customer’s sole and absolute responsibility to notify Accelecom of any change to Customer and/or Customer’s end-users’

physical location.

3. Porting Voice Service from Existing Provider. Porting will require Customer's execution and acknowledgement of a Letter of Authorization (LOA) and RespOrg, copies of which can be obtained by contacting your Accelecom representative. Upon execution of the LOA and RespOrg, Accelecom will use good faith efforts to communicate and coordinate with Customer's existing voice service provider(s) regarding the porting of the existing voice services to Accelecom (i.e. voice number); provided however, Customer will be responsible, and Accelecom assumes no liability, for requesting and ensuring that the existing services are disconnected from the current provider.

4. Customer Support. Customer may contact Accelecom for support of the Voice Services via the following toll-free phone number: 888-349-9933. Customer support is available 24 hours per day, 7 days per week, and 365 days per year; provided however, Customer acknowledges that support for the Voice Services may be limited to the following: (i) confirming network connectivity; (ii) troubleshooting physical connectivity; (iii) education related to service features; (iv) configuration of phone lines; and (v) troubleshooting business lines, IP PBX service, or SIP Trunks.

5. Customer Request to Amend Voice Services. Accelecom may, in its sole discretion, permit Customer to modify, delete, upgrade, or otherwise amend the Voice Services; provided however, any such amendment to the Voice Services will become binding only upon execution of a new Service Order or an Addendum to the existing Service Order. Customer acknowledges and agrees that the term of any amendment will be coterminous with and dependent on the term of Customer's connectivity service with Accelecom.

6. Use of Third Parties. The Voice Services, including associated equipment, devices, platforms, software, installation, delivery, and support, whether or not branded by Accelecom, may be provided by third parties.

7. Indemnification and Limitation of Liability. In addition to the indemnification provisions contained in Accelecom's general Terms and Conditions of Service, Customer agrees to indemnify, defend, and hold harmless Accelecom, its directors, officers, employees, affiliates, agents, subcontractors,

agents, licensors, suppliers, and resellers from any and all claims, liability, damages, losses, expenses, and costs (including but not limited to attorneys' fees) by or on behalf of Customer, Customer's end-users, or any other third-party arising from or related to: (i) use of the E911 Services; (ii) excessive use, overage charges, or usage fees/charges; (iii) fraudulent use or misuse of the Voice Services; and (iv) the inability of Accelecom to meet a requested delivery or installation date for the Voice Services.

Accelecom shall not be liable to Customer for any indirect, consequential, special, incidental, reliance, or punitive damages (including, but not limited to, any lost profits, lost revenues, lost savings, or harm to business) arising out of or relating to the Voice Services, even if advised of the possibility of such damages. In no event shall Accelecom's affiliates, third-party service providers, or suppliers have any liability to Customer or Customer's end-users arising out of or related to the Voice Services.

8. Order of Precedence. This Addendum supplements the terms of the Agreement, including Accelecom's general Terms and Conditions of Service, between Customer and Accelecom. In the event of a conflict between the terms of this Addendum and the Agreement, the Addendum shall govern. In the event the Agreement contains terms silent in this Addendum, the Agreement shall govern.