



## VOICE OVER IP SERVICE POLICY

This Voice over Internet Protocol (“VoIP”) Service Policy (“VoIP Policy”) sets forth specific terms related to Mitec Solutions, LLC DBA Mitec (“MITEC”) VoIP services (referred to herein as the “Services”) as set forth in the Option. This Policy along with the Terms and Conditions, Service Level Agreement (for Internet Services), Acceptable Use Policy (AUP), Privacy Policy, and the original Option (collectively referred to as the “Agreement”) constitute the entire understanding between Client and MITEC with respect to Services provided, superseding all previous communications or agreements regarding such subject matter.

**PAYMENT.** Payment for all VoIP and bundled (VoIP and Internet) services shall be due by the due date stated on the invoice. Failure to pay balance in full within thirty (30) days of the due date will result in immediate account suspension and will also result in a 1.5% fee added all current past due invoice(s) balance each month. MITEC shall have no liability for such suspension under any circumstances. Accounts will be reactivated, at MITEC’s sole discretion, only when Client account balance is paid in full, including any late fees, and a twenty-five-dollar (\$25) reconnection fee is paid. All other provisions regarding payment or billing disputes shall be governed by MITEC Terms and Conditions.

**EQUIPMENT.** Client may need to purchase certain equipment for MITEC VoIP Services. Procuring and maintaining equipment not provided by MITEC is Client’s sole responsibility.

All equipment obtained from MITEC in connection with VoIP Service is subject to the Equipment Return Policy set forth in MITEC Terms and Conditions.

**TOLL CHARGES.** Every call using the Services that originates or terminates in the Public Switched Telephone Network (“PSTN”), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Service Plan, which MITEC will include in bills and Client will pay. Calls to a non-MITEC telephone phone number outside the United States and Canada will be charged at the current rates published on the MITEC website. The duration of each call is to be calculated in one-minute (1) increments and rounded up to the nearest one-minute (1) increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. When Client dials an international PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a Client to an international mobile, rather than landline, or premium rate telephone number, may result in higher toll charges. Charges to Client for inbound toll-free numbers are subject to the geographic restrictions and location of the person calling into the toll-free number.

**METERED CALLING PLANS.** MITEC offers many monthly metered plans for some of its Products and Services. Each metered calling plan provides Client with a toll-free or local telephone number and a fixed number of “Bucket Minutes” each month for a monthly fee, excluding taxes, surcharges, and fees. When Client exhausts initial paid allotment of “Bucket Minutes” for Client’s metered plan, unless Client advises us otherwise in writing, we will automatically purchase the minimum package for additional “Bucket Minutes” for Client plan on Client behalf (and Client Account will be charged accordingly). Additional minute usage will be debited at the applicable per minute rate(s) for Client metered plan. However, in some limited instances, calls placed under a metered plan may not be counted against Client monthly

allotment (e.g., calls made via a local phone number to leave or check voicemail or configure a system and calls answered on the MITEC softphone). Please check the details of Client metered plan to determine which calls (if any) are not counted against Client monthly minute allotment. For international calling, international rates will apply.

**UNLIMITED PLAN.** MITEC offers unlimited monthly plans for some of its Products and Services. An unlimited plan provides Client with a local or toll-free telephone number and is subject to the terms and restrictions of the Terms and Conditions set forth above and other restrictions described in this Agreement. If, for any reason, MITEC believes that Client is using the unlimited plan for a prohibited purpose and/or Client call usage violates the Use Policy, then MITEC may, in its sole discretion with or without notice, either terminate Client unlimited plan or immediately convert Client unlimited plan to a metered plan, as set forth above.

**INTERNATIONAL CALLING.** Because “Bucket Minutes” are quoted for domestic minute usage, Client may be charged additional “Bucket Minutes” and/or additional rates may apply if Client uses Client “Bucket Minutes” for International calling. MITEC current International rates are available at [www.mitec.net](http://www.mitec.net). To make International calls using the Services, Client must activate that service feature on their account by signing an International Calling Agreement form first. If Client dials an International number and does not have International access to make such call, Client’s call will not be authorized. In addition, Client’s authorized for International calls may be charged any applicable Taxes and Fees associated with International calls. Client is advised to refer to Client specific plan details regarding all domestic and International charges and all other terms and conditions of Client Service plan.

**RECORDING CONVERSATIONS.** Certain MITEC Services provide a function that allows Client to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, Client is required to obtain consent from all parties to a record a conversation. Client is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. MITEC expressly disclaims all liability with respect to Client recording of telephone conversations. Client hereby agrees to fully, finally, and forever release, discharge, hold harmless, and fully indemnify MITEC from and against any damages or liabilities of any kind related to Client recording of any telephone conversations using the Services.

**GRANT OF RIGHTS.** MITEC grants Client a non-exclusive, non-transferable, revocable license, and right to use each VoIP line exclusively with one user under Client Account, subject to all the other terms of this Agreement. Accordingly, if Client wants to allow multiple users to use the VoIP Service, Client will need to purchase at least one VoIP line for each user.

**OPERATOR ASSISTED CALLING, 311, 511, AND OTHER X11 CALLING.** The VoIP Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The VoIP Service may not support 311, 411, 511, and/or other X11 calling (other than 911 and 711 as specified in this Agreement) in one or more service areas.

**711 CALLING.** The VoIP Service allows Client to dial 711 to reach Telecommunications Relay Services (“TRS”). TRS enables persons with hearing or speech disabilities to access the public telephone system and communicate with voice telephone users through a communications assistant at a TRS relay center. Because the VoIP Service allows Client to use a phone number that may not reflect Client geographic location, 711 calls made using the VoIP Service may not be routed to the appropriate TRS center for Client geographic location.

**ADDITIONAL TERMS FOR DIRECTORY LISTING SERVICE.** MITEC offers a directory assistance listing Service (“Directory Assistance Listing”) associated with Client assigned toll free and/or local number Account, for which the following additional terms shall apply. By subscribing to Directory Assistance Listing, MITEC will share certain information about Client Account with third-parties as reasonably necessary to provide phone directory assistance (“Listing Information”). This information may include, without limitation, Client company name, address, and phone numbers. This information will be published in, and made publicly

name, address, and phone numbers. This information will be published in, and made publicly-available through, third-party directory assistance listing services, to be selected by MITEC or third-party service providers in their sole discretion. Client hereby permits and grants MITEC a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up license to use and disclose Client Account information for these purposes. Client further acknowledges that by subscribing to Directory Assistance Listing, Client Listing Information may enter the public domain and that MITEC cannot control third parties' use of such information obtained through Directory Assistance Listing. Client represents and warrants that the information provided in Client Account, including without limitation Client company name and address, are true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that Client uses the Services.

Client may opt out of Directory Assistance Listing at any time. Client acknowledges, however, that MITEC may not be able to have Client Listing Information removed from some or all third-party directory assistance listing services that have already received Client information. Client agrees that MITEC is under no obligation to have Client Listing Information removed from any third-party directory assistance listing service already in receipt of such information.

MITEC bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Client telephone number; materials sent to Client; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, MITEC shall not be liable to Client for any use by third parties of Client Listing Information obtained through Directory Assistance Listing, including without limitation the use of such information after Client has opted out of Directory Assistance Listing.

**RELEASE OF NUMBERS.** Client acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Client account may be released. Similarly, the cancellation of individual services which have associated telephone numbers will result in the release of such numbers. Client acknowledges that it is Client responsibility to work with a third-party provider to port out those numbers prior to Client termination or cancellation of Client account or termination of services.

**CREDENTIALS NECESSARY TO ACCESS SERVICES.** Client is responsible to secure all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators to access the MITEC user interface, as well as the media access control (MAC) address of telephones used by Client. Client acknowledges that placing telephones on a publicly accessible Internet protocol address or a publicly accessible network will subject the Client to a higher level of risk for fraudulent activity, as will use of the Services using a network that has not been secured using best practice measures. Client acknowledges that Client bears the risk of loss arising from any unauthorized or fraudulent usage of the Services. MITEC may, but shall not be required, to take action to prevent or terminate any fraud or abuse in connection with the Services.

**ANCILLARY SERVICES.** Caller name identification (e.g., Caller ID with name) Services is provided by MITEC are based on availability of such Services from MITEC underlying providers. We do not guarantee that such Services are available for all numbers in all service areas.

**TELEPHONE NUMBER.** Any telephone number provided by MITEC ("Number") to Client shall be leased and not sold. Client will not use the Number with any other device other than the Equipment without the express written permission of MITEC. Except with regard to telephone numbers which had been assigned to Client by another service provider and then ported to MITEC ("Ported Numbers"), MITEC reserves the right to change, cancel or move Numbers in its reasonable discretion. Upon termination of the Services and at Client's request, MITEC will employ commercially reasonable efforts to assist Client to port out the Numbers and the Ported Numbers and MITEC will charge a port out fee of five-dollars (\$5.00) per Number or Ported Number. Client acknowledges that the porting of all Numbers and Ported Numbers is dependent upon the cooperation of third parties not under the control of MITEC.

**SINGLE LINE ACCOUNTS.** Client may be able to take, or “Port,” Client current telephone number(s) to another service provider. Client will remain responsible for all charges and fees until Client notifies MITEC of Client election to cancel services. Until Client notifies MITEC of Client intention to cancel, Client Service and Client agreement will not terminate, Client will remain a Client, and Client will continue to be responsible for all charges and fees associated with Client’s MITEC Service. Client will not receive any refund, partial refund or any credits for any charges already billed to Client Account.

**MULTIPLE-LINE ACCOUNTS.** If Client requests that a new service provider port a number from MITEC and Client has multiple numbers assigned to Client account and/or additional equipment on Client account, Client is required to inform us of Client intent to terminate the specific affected Services on Client account or MITEC will continue to invoice for such Services. Client will continue to be responsible for all the charges and fees associated with the remaining Services on Client’s MITEC account. Client will not receive any refund, partial refund or any credits for any charges already invoiced to Client account. Telephone numbers assigned by MITEC for MITEC fax service cannot be ported to a new service provider without the assistance and cooperation of MITEC’s underlying partner who provides their phone numbers. MITEC will use commercially reasonable efforts to facilitate a port of a fax number which was ported on Client behalf to MITEC by another service provider. Client may be required to pay a porting fee to MITEC of not less than ninety-five-dollars (\$95) per fax number ported.

**REQUEST FOR MITEC TO PORT NUMBERS.** MITEC will use reasonable efforts to facilitate number transfers or port requests for Client, provided that Client complies with the necessary and specific procedures for porting between service providers.

Client acknowledges and understands that number porting depends on the cooperation of third parties outside of MITEC’s control. Accordingly, Client agrees that MITEC will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the allegedly unauthorized porting of any telephone number by a third party.

MITEC works with third party carrier(s) who, on MITEC’s behalf, port telephone numbers in accordance with applicable Regulatory Rules and Industry Guidelines. MITEC’s third-party carrier(s) require very specific and detailed information and requirements when completing a port request. FAILURE TO PROVIDE ANY INFORMATION REQUESTED BY MITEC OR THE THIRD-PARTY SERVICE PROVIDER WILL DELAY THE PORTING OF THE NUMBER TO MITEC. MITEC SHALL NOT BE RESPONSIBLE FOR ANY DELAY IN THE PORT OF CLIENT NUMBER AND WILL NOT PROVIDE CREDIT FOR ANY SUCH DELAYS.

Client will be required to provide MITEC such detailed and specific information to complete a port request. When porting numbers out of Client’s MITEC Account, Client understands that porting Client number out of Client Account does not automatically terminate Client’s MITEC Account.

Number porting is defined and regulated by the Federal Communications Commission (FCC). Visit <http://www.fcc.gov/cgb/numberportability> to learn more about number porting.

MITEC cannot guarantee requested telephone numbers will be available, that Client existing provider will port Client number, or that circumstances beyond MITEC’s control will not prevent or delay a successful port of Client number for the Services. Client should not order any printed material, such as business cards or stationery, showing a telephone number, or issue any press releases or otherwise publicize any telephone number until that telephone number becomes active on Client Account. MITEC shall not be liable for reimbursement for press releases, business cards, and/or stationery under any conditions.

Client understands and agrees that MITEC may from time to time need to change the telephone or fax number assigned to Client (due to an area code split or for any other reason). MITEC shall not be liable for any damages (including consequential, special damages or other damages) to Client in the event that it needs to assign Client a new telephone or fax number.

#### **DESCRIPTION OF 911-TYPE DIALING CAPABILITIES–ADDRESS**

**REGISTRATION.** MITEC VoIP 911 Service (“VoIP 911 Service”) operates differently than

REGISTRATION. MITEC VoIP 911 Service ("VoIP 911 Service") operates differently than traditional 911 service. We are required by the FCC to advise Client of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service. Such circumstances include:

**Number Flexibility & Service Portability.** Traditional 911 service automatically sends Client 911 call to the appropriate local emergency responder, or Public Safety Answering Point ("PSAP"), based on Client telephone number. Traditional Enhanced 911 service (also known as E911) automatically sends Client 911 call to the appropriate PSAP along with Client registered address and telephone number. As Client address does not necessarily correspond with Client telephone number, Client must provide MITEC with the street address(es) where Client will be using MITEC VoIP Service ("Registered Location(s)") when Client signs up for Service.

If Client relocates any equipment (PC with softphone, IP phone, or ATA with traditional plain old telephone service) that Client uses to access the VoIP Service, Client must update Client Registered Location(s). If Client does not update Client Registered Location(s), any 911 calls Client makes using the VoIP Service will be routed based on Client previously provided Registered Location and therefore may not be routed to the appropriate PSAP for Client new location.

When Client advises MITEC of a change in Client Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls and advise PSAPs of Client New Registered Location.

In parts of the country where direct routing to PSAPs is not available for VoIP 911 Service, the Service will route Client call to the National Emergency Call Center where trained agents will ask for the name, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. The call center will not automatically receive Client address and telephone number. In these situations, public safety response times may be delayed. As a result, there may be an additional delay before emergency services arrive.

**Internet Connection Failure.** If the connection to the wired broadband Internet over which Client MITEC VoIP Service is provided is interrupted, Client would not have access to MITEC VoIP Service during that interruption and therefore will not have access to VoIP 911 service during that interruption.

**Loss of Electrical Power.** Unless Client has a UPS (Uninterrupted Power Supply) battery backup system to power Client wired broadband Internet connection and any equipment (PC with softphone, IP phone, ATA with plain old telephone service) that Client uses to access Client VoIP Service, Client will not have phone service or 911 service during any power outage.

**POSSIBILITY OF NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING OR ANSWERING 911.** Client acknowledges and agrees that (a) network congestion and/or reduced speed in the routing of a 911 communication made utilizing Client equipment may be greater than that experienced when using traditional 911 dialing over traditional public telephone networks; (b) 911 dialing from Client equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing; and (c) the general telephone number for the local emergency service provider may produce a busy signal or may take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

**AUTOMATED NUMBER IDENTIFICATION.** Technical limitations may make it impossible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify Client phone number when Client dials 911. The local emergency operators answering the call may not see Client telephone number or Client registered address. The emergency center may not be equipped to receive, capture or retain Client telephone number and registered address, so Client

must be prepared to give them this information. Until Client gives the operator Client phone number, he/she may not be able to call Client back or dispatch help if the call is dropped, disconnected, or if Client is unable to speak. MITEC's system is configured to send the automated number identification information; however, one (1) or more telephone companies that route the traffic to the PSAP, and the PSAP itself, may not be able to receive the information and pass it along. Client acknowledges and agrees that PSAP and emergency personnel may or may not be able to identify Client phone number in order to call Client back if (a) the call is unable to be completed; (b) the call is dropped or disconnected; (c) Client is unable to speak to tell the dispatcher the location of Client phone number and/or (d) the Service is not operational for any reason.

**LIMITATION OF LIABILITY AND INDEMNIFICATION RELATED TO E/911 SERVICES.** MITEC relies on third parties for the forwarding of information underlying such routing. MITEC and its third-party provider(s) disclaim any and all liability in the event such forwarded information or routing is incorrect. MITEC and its officers, directors or employees may not be held liable for any claim, damage, loss or other cause of action, and Client hereby waives any and all claims, damages, loss or causes of action, arising from or relating to MITEC 911 dialing.

Client agrees to defend, indemnify and hold harmless MITEC, its officers, directors, employees, affiliates, agents and its third party provider(s) from any and all third party claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or resulting from (a) Client failure to correctly activate 911 calling; (b) Client provision to MITEC of incorrect information in connection with Client 911 calling or service; (c) misrouted 911 or E911 calls; or (d) the absence, failure or outage of the Service, including 911 dialing and/or inability of any user of Client Service to be able to dial 911 or to access emergency service personnel.

**ALTERNATIVE 911 ARRANGEMENTS.** Client acknowledges and agrees that (a) MITEC does not offer primary line or lifeline services; (b) the equipment and Services do not support 911 emergency dialing or other emergency functions; and (c) users of the Services, who may place calls using Client phone services, need to be notified of the 911 limitations.

**MITEC ADVISES CLIENT TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES SUCH AS TRADITIONAL TELEPHONES AND CELLULAR PHONES. CLIENT SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES.**

**E911 SERVICE FEE.** CLIENTS THAT ARE REQUIRED TO SUBSCRIBE TO MITEC's E911 SERVICE MAY BE SUBJECT TO A MONTHLY E911 SERVICE FEE (IN ADDITION TO ANY APPLICABLE STATE 911 TAX BASED ON CLIENT'S SERVICE ADDRESS), UNLESS OTHERWISE STATED IN THE AGREEMENT. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE SERVICE FEES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR MITEC E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES MITEC FOR THE DIRECT COSTS IT INCURS IN PROVIDING MITEC E911 SERVICE, INCLUDING EXPENSES MITEC INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO CLIENTS SUBSCRIBING TO THE SERVICES. MITEC RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS.

