

Service Attachment (SA) for Managed VoIP Services

For ALL Managed VoIP Subscribers – Revised 09/01/2022

This Managed VoIP Service Attachment is between Cyber One Solutions, LLC, a Texas Limited Liability Company (sometimes referred to as "we," "us," "our," "Partner," OR "Provider"), and the Client found on the applicable Quote (sometimes referred to as "you," "your," "Customer," OR "Client") and, together with the Quote and relevant Master Services Agreements forms the agreement between the parties.

The parties further agree as follows:

SERVICES AND USE

Provider shall use reasonable efforts to make the Services available by the agreed service commencement date as listed on the Quote. Provider shall not be liable for any damages whatsoever resulting from delays in meeting any service due dates. The parties acknowledge and agree that Client may only use the Services for Client's own commercial purposes and nor that of any third-party, and Client agrees to not resell the Services.

Provider agrees to provide the Services and Provider-Supplied Equipment as identified on the Quote; provided, however, if Provider determines that Client's location is not serviceable under Provider's normal installation guidelines, Provider may terminate this Agreement and void the Quote. Unless provided otherwise herein, Provider shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Provider shall have no responsibility for the maintenance or repair of networks, facilities and/or any equipment or service not furnished by Provider.

DEFINITIONS

The following definitions have been incorporated as the official naming representation within this Service Attachment:

- **"Managed Extension"** means an Extension on the System.
- **"Managed Fax Extension"** means an Extension that is solely used for Faxing.
- **"Managed Virtual Extension"** means an Extension that has no device or service connecting to it.
- **"DID"** means a Direct Inward Dialing number.
- **"e911 DID"** means a Direct Inward Dialing number with 9-1-1 address and location-specific information.
- **"Toll-Free DID"** means a Direct Inward Dialing number that has incoming toll charges associated, per minute.
- **"SBC"** means Session Border Controller and is a device that your internal equipment uses to directly connect to the VoIP Phone Server.

STANDARD SERVICE REQUIREMENTS AND MINIMUMS

Unless otherwise agreed in writing, Client agrees to fully comply with the Standard Service Requirements and Minimums, at all times, as outlined below:

- Client agrees to maintain at least five (5) managed extensions (regular or fax), per site,
- Client agrees to maintain at least one (1) emergency e911 DID per site, and,
- Client agrees, as may be required by regulation, to implement additional location-specific information that might be deemed necessary for first responders, such as additional emergency e911 DID's per other reasonably identifiable areas like floor(s), level(s), suite(s), corner(s) and/or space(s).

DISTRIBUTION SYSTEM AND INSIDE WIRING

The "Distribution System" shall constitute (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Provider or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring defined below, and (2) all equipment furnished by Provider at the premises. The installation of the Distribution System and Inside Wiring by Provider will meet all applicable industry specifications and will be installed in a good, workmanlike manner. Ownership of the Distribution System shall at all times be and remain in Provider and shall be used exclusively by Provider's operations. Upon expiration or termination of this Agreement, Provider shall continue to own and control the entire Distribution System. Upon termination of this Agreement and if Provider is no longer providing Services to the premises, Provider has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Provider to Client's reasonable satisfaction. Any part of the Distribution System remaining on the premises shall become the sole property of Client. "Inside Wiring" shall mean that wiring located within the property. Ownership of the Inside Wiring shall at all times be and remain in Client. Client shall be responsible for the repair and maintenance of the Inside Wiring, in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws.

INTERNATIONAL CALLING AND TOLL CHARGES

Client agrees to change the local and intrastate and interstate long-distance carrier to the choosing of Provider's respective upstream providers. Client understands that all outbound international calling outside of the US-48 states is blocked by default but can be allowed by authorizing Provider to turn off this restriction. Client agrees that any authorization to remove this restriction will result in international toll charges assessed to the Client's account.

Client agrees that any calls to Client's Toll-Free Numbers (Toll Free DID's) will be assessed a variable per-minute charge.

LIMITATIONS OF FAXING

If you subscribe to our Managed Fax Extension(s), you will need to be aware that we only support outbound faxing with a fax machine connected through an ATA (Analog Terminal Adapter). Inbound Faxing only supports fax-to-email, which means your faxes will be converted to a PDF and sent to an email address provided by you.

Faxing over VoIP Services like ours is considered deprecated and not recommended for businesses that rely on the service to function, without error. For that reason, we do not recommend you rely on our Managed Fax Extension(s) as a reliable incoming and/or outgoing fax service.

EMERGENCY 9-1-1 SERVICES

Client understands that the Managed VoIP Services will require several services to be active and functioning properly to ensure that operations like voice-calling and emergency 9-1-1 calling works without issue. Client agrees and understands that in the event of a power failure, internet failure, SBC (session border controller) malfunction, local equipment or software malfunction, or Provider network and/or equipment malfunction, 9-1-1 services will not be available.

Client agrees to not move any phone(s) or phone equipment from the location it was installed by Provider, without detailed notification in writing in advance of moving such equipment. Client understands that if they move phone(s) or phone equipment, the 9-1-1 service may not function properly and emergency operators may not be able to accurately identify the caller's location.

Provider will configure the Managed VoIP Services to be in compliance with 47 CFR Subpart F Section 9.16 (sometimes known as Kari's Law). Client will be required to provide at least one (1) email addresses within Client's organization that is accessed by personnel at Client's physical location for 9-1-1 alerts to be sent. These such emails will be automatically notified in accordance with 47 CFR Subpart F Section 9.16 (sometimes known as Kari's Law) in the event a user dials 9-1-1 from your Managed VoIP system.

It is the Client's sole responsibility to notify Provider immediately if the email address receiving the required notification is (a) no longer active, (b) needs to be changed/modified, or (c) is no longer the proper address(s) to receive notification as required by 47 CFR Subpart F Section 9.16 (sometimes known as Kari's Law).

Client agrees to indemnify, release and hold Provider harmless for any and all fines, penalties or civil liability asserted against Provider as a result of Client's failure to notify Provider of any changes/modifications to the notification recipient(s) or physical address(es) as notification points required by 47 CFR Subpart F Section 9.16 (sometimes known as Kari's Law).

VOICE CALLING AND DIAL TONE

It is made known by this agreement that Provider contracts with upstream third-party providers to provide all voice calling or dial tone access connecting the Managed VoIP Services systems "phone system" to interface with external voice numbers and/or users. Client understands and agrees that Provider is not responsible for any service-related disruptions, errors, omissions, performance, security, and/or any required regulatory or regulation compliance, regulation filings, and/or any regulation charges, fees, taxes, and/or payments necessary for such service(s).

Client understands and agrees that Provider is not considered a telecommunications carrier, telecommunications company, telecommunications provider, and/or telecommunications operator, but is considered the responsible party of hosting, configuring, supporting, and maintaining the phone system, phone services, peripherals, and end-users in which this Service Attachment bind. By entering into this agreement, Client agrees to indemnify, release, and hold Provider harmless against any and all claims to which Provider is named as a telecommunications carrier, telecommunications company, telecommunications provider, telecommunications operator.

REGULATORY FEES and TAXES

Client understands and agrees that Provider is responsible for hosting, configuring, supporting, and maintaining the phone system, phone services, peripherals and end-users. Provider is not responsible for filing or paying any regulatory fees, charges, and/or taxes imposed for using the Managed VoIP products and/or services. It is the Client's sole responsibility to comply with, file on, and pay in full, any associated fund, state or federal regulatory and/or tax amounts owed for such services.

Provider will charge sales tax for all Services for any client with non-exempt status. Customer acknowledges and agrees to be solely responsible for the calculation, filing, and payment of any and all additional sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, surcharges or other charges imposed on the use of the Services.

SMS/MMS TERMS AND CONDITIONS

Verizon, AT&T and T-Mobile have made sweeping changes to the way SMS/MMS deliverability works on their networks and have dramatically increased both the costs of SMS delivery and the complexity in delivering those messages to

consumers. These changes have become known to the industry as A2P 10DLC SMS or Application-To-Person Ten-Digit Long Code. All of this is intended to protect end users from SMS becoming the next major source of spam, and to prevent harsh FCC requirements around spam prevention with SMS/MMS. More information on this rule can be found by searching A2P 10DLC SMS via any online search engine.

Customer agrees to be bound by all Opt-In and Opt-Out policies detailed below:

- **Opt-In:**
When you send an outbound SMS or MMS to a consumer, you must have crystal clear permission from them that you are allowed to text them. This Opt-In must be in writing and be in place prior to sending them their first message. You may not ask for permission to text a consumer by sending them a SMS message.
- **Opt-Out:**
When a consumer replies to a message sent from any DID that says "STOP" we automatically block your ability to send additional SMSs or MMSs to the consumer. The recipient will also receive a confirmation that identifies you in their reply. For example, if a recipient replies "STOP" they will receive the following reply:

"You will no longer receive messages from [Your Name]. Please reply HELP to learn more, or RESUME to remove this block"

There are now circumstances where your business could receive a substantial fine should your business violate the 10DLC SMS Registration requirements. Client acknowledges and agrees to pay the following fines if imposed on Provider:

- **SMS Registration Evasion - \$1,000 per sent message:**
 - This applies if you attempt to buy multiple DID Numbers for SMS delivery, only to swap them out when one or more becomes flagged as spam.
- **Text Enablement Evasion - \$10,000 per sent message:**
 - This applies if you send messages before your registration is complete.
- **Content Violation - \$10,000 per sent message:**
 - This applies if you send messages that contain content that violates any provider's acceptable use and content policies.

Customer acknowledges that SMS/MMS is an optional service to their Managed VoIP services provided by Provider. Pricing to add on these services effective October 1, 2022, will be a \$100.00 One-Time setup fee and a monthly recurring fee of \$30.00.

Term and Termination

Term

This Service Attachment is effective on the signature date of the Quote. Unless properly terminated by either party this Service Attachment will remain in effect through the end of the term specified on the Quote (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON A QUOTE FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO

TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. EXISTING BILL RATE WILL INCUR A 5% INCREASE AT EACH ANNUAL RENEWAL.

CLIENT MAY CANCEL AN AUTOMATIC RENEWAL BY CONTACTING PROVIDER AT: <https://cyberonesol.com/contact-us>

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