

This Hosted PBX Service Agreement (“Service Agreement”) sets forth the specific terms and conditions under which Technology Alignment, Inc. agreement for Protelity (“Protelity”) shall supply certain Services to Customer. The Master Service Agreement entered into between Protelity and Customer fully incorporates the terms herein and provides that this Service Agreement, and Customer’s execution of the Master Service Agreement constitutes acceptance of the terms and conditions stated herein. Capitalized terms used but not defined herein shall have the meanings set forth in the Master Service Agreement. The Initial Term length for this Service is set forth on the applicable Purchase Agreement, executed by Protelity and Customer, making reference to this Service.

This Hosted Services Agreement (“Agreement”) is entered into on the date signed below (The “Effective Date”), between Protelity, a Division of Technology Alignment, Inc., an Idaho Corporation having a business address at 1109 14<sup>th</sup> Street South, Nampa, ID 83651 (hereinafter “Provider”); and

\_\_\_\_\_, a \_\_\_\_\_ entity having a business address at \_\_\_\_\_

## 1.0 Terminology

**Authorized Contact:** “Authorized Contact” is a representative authorized by Customer to request service changes using procedure outlined herein. **Cabinet:** “Cabinet” refers to a physical cabinet in Protelity facility containing Customer Equipment.

**Circuit:** “Circuit” refers to a path or physical link between two points over which data is passed.

**Codeword:** “Codeword” refers to a secure password known only to Authorized Customer point of contacts and representatives of Protelity.

**Customer:** “Customer” is party Protelity is entering into Service agreement with.

**Customer Network:** “Customer Network” refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.

**Customer Premise:** “Customer Premise” refers to the physical address (as stated in the Purchase Agreement) where the Protelity has been requested to provide services.

**Equipment:** “Equipment” refers to Equipment that Protelity has deployed at Customer Premise to enable a service.

**Off-gateway:** “Off-gateway” refers to a customer location to which Protelity cannot currently offer local phone numbers.

**On-gateway:** “On-gateway” refers to a customer location to which Protelity can offer local phone numbers.

**Service:** “Service” refers to the service and/or circuit used to connect Customer Premise to Protelity Solutions’ network. The use of Service in this document is specific to the service outlined in this document. Use of the term Service in any other Protelity documentation in no way supersedes the definitions of Service outlined herein.

## 2.0 Service Description

### 2.1 General

#### 2.1.1 On-Gateway

For customer locations where Protelity is able to offer local phone numbers Protelity will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by Protelity which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones. Service will be transported using Voice-over-IP (VoIP) encapsulation. Service will be delivered via Voice-over-Internet Protocol using CODEC g.729a standards. Protelity will provide administrative access to Customer’s technical contact to easily add, change and delete users on their Hosted PBX system. Protelity reserves the right to change or enhance features included with Hosted PBX Seats from time to time. Customer is expected to perform the majority of all Moves,

Adds and Changes (MACs) through use of the online administrative portal, hosted.protelity.com. These responsibilities are described in detail at the end of this Service Agreement. If the Protelity support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed. Customer calls will be routed via an IP to PSTN gateway managed by Protelity Solutions. Protelity will provide a single local phone number per phone.

## 2.1.2 Off-Gateway

For customer locations where Protelity is unable to offer local phone numbers Protelity will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by Protelity which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones. Service will be transported using SIP lines. Customer will be responsible for providing a communications link. Service will be delivered to customer via one of the following two options

1. via analog SIP lines terminated into a VoIPTelCaster device off-site which resides at the customer premise. Protelity will provide administrative access to Customer's technical contact to easily add, change and delete users on their Hosted PBX system. Protelity reserves the right to change or enhance features included with Hosted PBX Seats from time to time.
2. via non-local DIDs provisioned by Protelity. Protelity will provide administrative access to Customer's technical contact to easily add, change and delete users on their Hosted PBX system. Incoming local calls to customer location may be a long distance call.

These responsibilities are described in detail in the Customer Requirements section within this Service Agreement. If the Protelity support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed. Customer calls will be routed via a SIP gateway managed by Protelity. purchase an Auto Attendant at additional cost.

## 2.2 Calling Service

Protelity will provide access to calling plans as contracted by Customer.

**Local:** Service includes local calling area calls.

**NOTE:** Protelity is not authorized by the FCC to use this service as a toll bypass mechanism.

**Domestic Outbound Long Distance:** Rate stated on the Purchase

**Agreement;** billed in 6-second increments; no rounding on a per-call basis.

**Domestic 800 Service:** Domestic 800 service will be billed monthly at usage rates described in the Purchase Agreement.

**International Long Distance:** International Long Distance is available based on current rate tables posted on [www.protelity.com](http://www.protelity.com)

## 2.3 E911 Service

E911 service is delivered to a Customer location via VOIP 911 service. The choice of the method chosen per location depends on availability of VOIP 911 service. Protelity retains the right to change the method of deployment. Customer acknowledges that it is their responsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service. Protelity will not be responsible if E911 service is unavailable due to the Protelity provided equipment being tampered with or losing power. Customer bears full responsibility for testing E911 service after Service installation and periodically throughout the duration of Service and to notify Protelity if any issues are noted with 911 service. Customer agrees to cooperatively test E911 service and share the results of such testing at the request of Protelity. If Protelity requests testing of E911 service and does not receive confirmation within one (1) business week that such testing has been performed than Protelity reserves the right to dispatch a technician to perform testing of E911 services and Customer agrees to be liable for the cost of such testing. Protelity reserves the right to disable Service if Customer does not cooperate with E911 testing. Service so disable shall not apply for SLA credit nor relieve Customer of contractual obligations of Service.

For locations containing less than 40,000 square feet of workspace that have their own street address Protelity will register the street address for E911 service. For locations containing more than 40,000 square feet of workspace within a single building that have their own street address Protelity will register the street address and a unique location identifier for each 40,000 square feet for E911 service. For locations containing less than 40,000 square feet of workspace within multiple buildings that share a street address Protelity will register the street address and a unique location identifier for each building.

Protelity shall register geographic location to a single DID. Subject to the limitations above all phones within that geographic location must present the DID that has been registered for E911 service as their caller ID. If Customer chooses to present unique CLID for phone(s) at location than Customer shall be responsible for procuring E911 service from Protelity for each phone so configured at additional cost. Customer acknowledges that physically moving a phone to a different location without first notifying Protelity may result in E911 service reflecting an incorrect geographic location for that phone.

Customer agrees not to hold Protelity liable for the result of incorrect E911 geographic location information including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with E911 emergency response. Certain features may not be compatible with E911 service. Protelity reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

### **2.3.1 911 via POTS line**

Protelity will configure equipment so that E911 calls will use an analog line (POTS) for E911 calls. E 911 dialing should not be used outside the service addresses listed below. Availability of E911 is subject to availability of Customer's analog line. Protelity will not be held responsible for delayed emergency response when the analog line is unavailable or when a phone has been removed from its original location.

### **2.3.2 911 via VOIP/SIP**

Protelity will provide either basic E911 service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA). With E911 service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic E911.

With basic 911, the local emergency operator answering the call will not have the call back number or location. Protelity will not provide this service to areas where basic 911 or E911 services are not available. Additionally, Protelity will not be held responsible for any inability for E911 service operators to properly locate customer due to changes to the calling line ID phone number in the Protelity Voice Management Portal. Protelity will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the Protelity voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system. As additional local emergency centers become capable of receiving enhanced information, Protelity will automatically upgrade Customer with basic 911 to E911 service. Protelity will not provide notice of the upgrade. Protelity 911 and E911 services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 service, the failure of Geo-coding or address validation, will not allow Protelity to process the error records in real time and Protelity will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems. The service is predicated on using primary wireline Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that Protelity is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wireline Emergency Calls placed from the customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. Customer acknowledges that it is possible that the emergency call may not be able to be delivered to the PSAP due to network and systems issues outside of Protelity's control. In such an event, Protelity will deliver Emergency Calls through the PSTN to its Emergency Call Relay Center (ECRC). ECRC personnel will manually query systems to deliver the Emergency Call to the geographically appropriate PSAP. Additional fees may apply should customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their

address, Customer acknowledges that Protelity has no further ability to assist the caller and Customer agrees to indemnify and hold harmless Protelity from all third party claims arising from such circumstances.

## 2.4 Options

Service will provide one or more of the following seat types. Description of seat types herein in no way entitles customer to option. Basic Seat: Protelity will provide Customer with inbound and outbound calling plans, Calling Line ID Delivery and basic Call Forwarding functionality Standard Seat: Protelity will provide Customer with all the features of the Basic Seat plus Voice-mail, Call Forward, Follow-me, Do Not Disturb, Call Waiting, Call Transfer, Three-Way Calling, Last Number Redial.

Call Rejection, Selective Call Acceptance, Shared Call Appearance, Simultaneous Ring, Call Manager , and Remote Office.

Standard Mainline: Published/ported numbers terminate on a "Mainline" seat for ease of re-direct for disaster recovery. The Standard Mainline seat is equipped with Call Forwarding and forwards based on call routing design.

## 2.5 Availability

The availability of Service is dependent on existence of a suitable transport Circuit from Protelity to Customer Premise or Customer Equipment. Protelity reserves the right to limit availability of Service even if suitable transport Circuit exists between Protelity and Customer Premise or Customer Equipment.

## 2.6 Moves, Adds and Changes

Customer has the ability to make changes to number of seats and features during the contract period. Reductions in services will be affective on the billing cycle following the effective date of the change.

## 2.7 Fax service

Service is compatible with most T.38 (14400 baud) and T.38 (9600 baud) fax machines. Service may not work reliably with SuperG3 V.34 fax modems. Protelity will make reasonable efforts to ensure service works reliably with customer's existing fax machine. Customer agrees to set their fax machine to a slower speed, if Protelity feels necessary. Protelity is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either Protelity or by customer, then the customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. Protelity will not be financially liable for inability to provide reliable faxing over this product.

If Protelity is unable to provide reliable fax service over this product, Protelity agrees to release customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

## 2.8 Modem service

Protelity will make reasonable efforts to ensure service works reliably with customer's modem. If reliable modem service is deemed unfeasible by either Protelity or by customer, then the customer will bear full cost of ordering and maintaining a POTS line dedicated to the modem via the local RBOC. Protelity is not responsible for any integrator costs necessary to make this change. Protelity will not be financially liable for inability to provide reliable modem service over this product. If Protelity is unable to provide reliable modem service over this product Protelity agrees to release customer from contract liability of the one seat being used to provide services to this modem. Customer will continue to be liable for remainder of contracted services in such a situation. Business critical systems such as but not limited to point-of-sale systems, security systems, medical monitoring systems, or chemical monitoring systems should not be used with this service.

## 2.9 Service Options

The following features may be included with Customer Service. Description of Service feature herein in no way entitles customer to feature. Features described below may have additional cost associated with them.

## 3.0 Attendant Console

The Protelity Attendant Console allows a receptionist to view call activity and availability for the group of users. The Attendant Console is easily configured by adding or deleting group members. All users, regardless of location, can be monitored via the Console, and multiple Consoles can be deployed for monitoring purposes or different groups. The Protelity Attendant Console is fully integrated requiring no additional equipment.

## 3.1 Auto Attendant

The Protelity Auto Attendant allows incoming calls to be directed to employees or departments without the use of a receptionist. Customized messages direct callers through a menu of options. Hours of operation can be established with distinct call handling rules for during-business hours and after-business hours. Callers can escape from the Auto Attendant to the receptionist by dialing "0." The Protelity Auto Attendant is fully integrated requiring no additional equipment.

## 3.2 Call Center

The Protelity Call Center allows agents to log in/log out for taking calls from a central telephone number. Calls roll to agents via 1 of 4 available hunt policies (simultaneous, linear, circular, or uniform). An admin-controlled number of queue slots are available for holding incoming calls for an available agent. While in the queue callers can hear customized music on hold and comfort messages. Statistical reporting is provided for evaluating call center and agent efficiency. Multiple Call Centers can be used within an enterprise, and an agent can subscribe to more than one Call Center. Call Center agents can be distributed among multiple locations. The Protelity Call Center system is fully integrated requiring no additional equipment.

## 3.3 Config, Stage, and Ship

Protelity offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration only includes configuration of Equipment to support Protelity Service. Protelity reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Shipping of equipment includes standard ground shipping. Protelity reserves the right to bill customer if any alternative shipping method is requested by Customer.

## 3.4 Directory Listing

Additional listing in local phone company directories.

## 3.5 Equipment Management

Protelity offers management of Customer Equipment used to terminate Service. Router management only includes configuration and management of Equipment necessary to support Protelity Service. Protelity reserves the right to bill customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

## 3.6 Music on Hold

The Protelity Music on Hold feature allows any .wav file to be played throughout the organization when a call is placed on hold. The file can be all music or any combination of music and script. Multiple files can be created and stored for uploading to the system. When a .wav file is uploaded it becomes immediately available to calls placed on hold. The Protelity Music on Hold system is fully integrated requiring no additional equipment. A separate on hold wav file is available for your company at an additional charge.

## 3.7 Stand-alone Voice Mail

This is a voice-mailbox not associated with a seat. Protelity will provide Customer with voice-mailboxes with up to 100 minutes of storage per box and the option to age and hold voice-mails for a certain number of days – up to 60 days.

## 3.8 SRST (Survivable Remote Site Telephony)

This is a survivability mechanism that allows phone service to be re-routed over a 3<sup>rd</sup> party PSTN interconnect in the event of a failure of the data circuit between customer and Protelity.

## 4.0 Service Delivery

### 4.1 General

It is Customer's responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.

### 4.2 Installation

If additional configuration work is required due to limitations of the Customer Network Protelity reserves the right to bill customer at current hourly rates for additional configuration time. Protelity 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 such customer equipment or integration of such customer equipment into Customer's internal network. Protelity 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 network application or integration of such software or hardware application into the Customer Network.

## 4.3 Cabling

Service to Customer in Protelity facility will be delivered into Customer Equipment or Customer Cabinet. Customer will be responsible for extending wiring from Customer Cabinet to Customer Equipment. If required Protelity offers extended wiring at additional cost. Service to Customer Premise will be delivered into nearest telephone demarcation point of the Customer Premise. Customer will be responsible for extending wiring from demarcation point to the Equipment. If required Protelity offers the following cabling options for Service at additional charge as described in the Customer's Service Agreement.

Available installation Services for Service at Customer Premise may include: (a) the installation of wiring, if necessary, between the demarcation point and one jack, (b) the installation of Equipment necessary to terminate Service, (c) the connection and/or installation of one computer to the router, and (d) confirmation that the Customer's computer can successfully access the Internet via the Service. Protelity reserves the right to bill customer at current market rates for any cabling required to support Service. Protelity reserves the right to use outside cabling contractors to perform this cabling work.

## 4.4 Service Upgrades

Protelity may use other carrier networks and/or Equipment to provide Customer with equivalent Service. Protelity reserves the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. Protelity will make an effort to coordinate any such Service change with the Customer prior to such change. If Protelity is unable to coordinate an acceptable time for a Service change with the Customer Protelity reserves the right to make such a Service change during a scheduled maintenance window.

## 5.0 Equipment

### 5.1 Equipment Purchase

Customer can purchase Equipment outright or lease Equipment through Protelity as set forth in the Customer's Master Service Agreement.

### 5.2 Equipment Requirements

Protelity will define Equipment to be used with Service. Protelity maintains a list of compatible Equipment and reserves the right to modify this list of compatible Equipment at any time. Protelity reserves the right to classify previously supported Equipment as "end of sale" or "end of life". Equipment classified as "end-of-sale" will no longer be sold to a Customer even if Customer had previously purchased that specific Equipment. Protelity will make every effort to continue to support Equipment classified as end-of-sale for as long as possible. Protelity reserves the right to reclassify of end-of-sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment. Equipment classified as "end-of-life" will no longer be supported or sold by Protelity. If Customer has Equipment that has been classified as end-of-life in Service Protelity reserves the right to force Customer to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. Protelity does not relinquish this right even if Equipment was sold to Customer by Protelity.

### 5.3 Equipment Configuration

Customer is responsible for all Equipment configuration changes not specifically outlined herein. Customer is responsible for any Equipment modifications necessary at Customer Premise to accommodate Service outlined herein.

### 5.4 Equipment Failure

Unless Customer has contracted with Protelity for Equipment warranty Customer is responsible for any failure of Equipment.

## 6.0 Service Support

### 6.1 Authorized Contacts

Protelity Solutions provides reliable and secure managed services by requiring technical support and information requests come only from documented, authorized client-organization contacts. Additionally, in compliance with federally regulated

CPNI (Customer Proprietary Network Information) rules, a customer contacting Protelity Solutions to request an add, move, or change and/or to request information on their account, must provide LE representative with customer's Codeword. Codeword is not required or verified to open trouble tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require the Codeword. Customer shall provide a "contact list" which will contain one ("1") Administrative contact and may contain up to three ("3") Technical contacts per service. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address and contact phone number for each contact but must provide customer Codeword for any CPNI related requests. Requests to change a contact on the list or to change the Codeword must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted via fax to Protelity on customer company letterhead. All requests are verified per procedure below.

- Requests for CPNI, configuration information or changes are accepted only from documented, authorized client-organization contacts via email, fax or phone and will require Customer's Codeword. E-mail and fax requests must be submitted without the Codeword. Customer contact will be called to verify Codeword. E-mail requests that include the Codeword will be denied and the client Administrative Contact will be notified and required to change the Codeword.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

## 6.2 Helpdesk

Customers must contact Protelity Support to report service trouble or an outage with Protelity Technical Support. Protelity Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five days (365) days per year. Protelity Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of Protelity provided Equipment. Protelity Technical Support will accept trouble and outage related support calls from any customer representative. Requests for service changes or information are accepted from any Authorized Contact per conditions and procedures described above in Section 6.1. Protelity will not perform any requested activity which may cause Service disruption or perform any changes to Service unless request is initiated by an Authorized Contact. Protelity reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

Communication between Customer and Protelity not initiated by Authorized Contact will not be subject to SLA remedies. All communications with Customer will be in the English language.

## 6.3 Support Limitations

Protelity Technical Support is not responsible for end-user support of issues not directly related to Service. This includes (but is not limited to) Customer operating systems, Customer equipment, or Customer application support.

## 6.4 Monitoring

At Customer's request, Protelity will provide basic monitoring of Service availability and utilization. Utilization reporting may require Simple Network Management Protocol ("SNMP") access to Equipment from a Protelity designated IP subnet. Availability monitoring and reporting requires Internet Control Message Protocol ("ICMP") access to Equipment from a Protelity designated IP subnet. Protelity will provide e-mail notification of Service availability issues. Protelity will provide 24 x 7 response to Customer or NOC initiated alarms for Service availability issues. Service usage reports will be made available at <http://hosted.voiptelcaster.com>

## 6.5 Notifications

If requested by Customer Protelity will notify Customer within fifteen (15) minutes of a Service outage via e-mail (to pager) notification Services. Protelity will monitor connections to the IP address of the customer router. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, Protelity will generate an e-mail notification to Customer. Customer is responsible for providing their own pager (s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

## 6.6 Maintenance

Maintenance window for disruptive work to service will be limited 12:00 A.M. to 4:00 A.M., Central Daylight Time (MDT), any day with requirement of two (2) business day notification to Customer prior to maintenance. Protelity will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "scheduled maintenance". Any Service SLAs will not apply during a scheduled

maintenance. Protelity reserves the right to perform emergency Service or network maintenance as needed outside this window, in which case Protelity will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "emergency maintenance". All Service SLAs will apply during emergency maintenance.

Customer is responsible for maintaining and updating Authorized Contact list with LightEdge. Protelity will not be held responsible for maintenance notifications missed due to out-of-date Authorized Contact information.

## 6.7 Backup and Recovery

Protelity will provide backups of the Service platform for Disaster Recovery purposes ONLY. Protelity will make its best effort to recover data within a mean time of four (4) hours in a disaster scenario. A disaster may be declared by LightEdge when Service has been damaged or degraded to such an extent that Protelity can no longer reasonably provide Service. Customer shall not be able to declare any outage a disaster. Sole responsibility for defining an event as a "disaster" will rest with Protelity alone. In the event that the restoration will impact system stability and/or performance, Protelity reserves the right to move the restoration to a scheduled maintenance window after business hours (after 6 PM CST). Protelity is not liable for the loss of any customer data, nor does it guarantee the recoverability of customer data that is deleted (accidentally or purposefully) by Customer end users. Additional fees may apply for recovery of customer specific data and Protelity will work on these requests on a best effort basis.

## 7.0 Billing

### 7.1 Service Activation Date

Billing for the Service Component will begin on the Service Activation Date, as specified below, for the specific Service type. The Service Activation Date is the date (i) Equipment is installed and tested at the Customer's locations, and (ii) IP connectivity to Protelity has been established.

### 7.2 Billing - Additional Charges and Fees

#### 7.2.1 Field Technician Charge (FTC)

The FTC of the current rate is incurred for each dispatch of a Service tech. This fee is waived for Customers who select the Managed Equipment Option at that location. For this Service the Activation Fee includes one Service tech visit at the time of installation.

#### 7.2.2 Missed Appointment Fee

Customer or its authorized representative must be available at the Customer location for the scheduled appointment date to grant the Service tech access or to accept delivery of the Equipment, or to work with the installation technician to run up the service. If no one is available, the Service tech will attempt to contact Protelity and the Customer by phone for up to 15 minutes. Re-scheduling such missed appointment will incur a Missed Appointment Fee at the current applicable rate.

#### 7.2.3 Minimum Retention Period – Moves

In the event Customer terminates the Service before the expiration of the contracted period, due to a move, then Customer shall pay the termination charges in accordance with the Customer's Service Agreement. Protelity will waive the termination charges, if Customer purchases another Service from Protelity at a new location, which is of the same or greater value and subscribes to a new minimum contracted period of at least twelve (12) months. Additional Equipment charges may apply depending on the type of the new Service that is being purchased by Customer. If service is not available at new location, customer is subject to termination charges per the Master Service Agreement.

## 8.0 Customer Requirements

Customer shall be fully responsible for providing to Protelity at Customer's own expense and in a timely manner the following:

- All security for its Services and systems used or accessible in connection with Service.
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service.
- Designating an Authorized Contact(s) to be the point of contact to interface with Protelity Technical Support.
- All cabling necessary to support Service
- Earth grounding available within 20 feet of Equipment used to terminate Service
- An Equipment room environmentally compliant with local laws and other environmental conditions as specified by Protelity; reasonable access to the Equipment at times specified by Protelity; adequate work space,

heating/cooling, light, ventilation, and electrical outlets and for any Service which requires a telephone line, as detailed in the Service Guide. Customer shall also arrange provide timely access to any rights of way, which Protelity deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to Protelity. Equipment shall not be removed, relocated, modified, interfered with, or attached to non- Protelity Equipment by Customer without prior written authorization from Protelity. Local POTS lines matching quantity and optioning defined by Protelity for off-gateway sites

## 9.0 Service Conditions

Customer acknowledges and understands that dedicated network connections, unless protected by an Internet security product or Service, may significantly decrease Customers overall network security level and performance. To the extent Customer deems necessary, Customer will implement security procedures and controls necessary to limit access to the Service.

Customer will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs. Customer understands that Protelity will make commercially reasonable efforts to provision Service. However, provisioning of Service is contingent upon the availability of Service capable local loops to Customer's location being made available to Protelity. If no such Service-capable local loop is available to Protelity, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service will be delayed as well.

Customer understands that even after the Service circuit is provisioned and operational, certain conditions may impact the quality and use of the line. Environmental issues such as quality of the telephone line, interference from other Service connections, high frequency sources close to the telephone line, etc. may deteriorate the quality or speed of the Service circuit resulting in reduced throughput. Protelity will undertake reasonable effort to restore the original quality or speed, but restoration is not guaranteed and the Service may be deemed technically not feasible. If the Service circuit is deemed technically not feasible, the Customer will be asked to disconnect the circuit at no cost or without penalty. If the Customer chooses to continue to use the circuit, after it is deemed technically not feasible, Customer understands that the line will not be supported by Protelity from a maintenance perspective. Customer acknowledges that in the event of a trouble, Customer is responsible for on-site cooperative testing with Protelity Technical Support to assist in the diagnosis of the trouble, including the cost of a 3rd party vendor if customer does not have internal resources available.

Customer agrees to be bound to current terms of Protelity Acceptable Use Policy. Terms of the Acceptable Use Policy are subject to change without notice. Customer agrees to be bound to any and all versions of Protelity Acceptable Use Policy. Current Acceptable Use Policy can be found here: <http://www.protelity.com/legal> If number portability is required, Customer agrees to provide with a Letter of Authorization (LOA) for both a Remote Always Call Forward (RACF) order and a DID move. Protelity will place orders for RACF and DID move on behalf of Customer. Failure to provide LOA will result in delay in installation. If it is determined in the course of the installation that customers network is not up to the appropriate specifications for Protelity to provide this service customer agrees to make any network changes necessary to bring their network into compliance. If Protelity performs these changes, services will be billable. Customer acknowledges and understands that the Service is not a traditional telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by Protelity. The Service is not subject to the same regulatory treatment as a traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies. If the Hosted PBX service is used in a country other than the United States, Customer does so at their own risk, including risk that such activity violates local laws in the country where service is used. Customer is liable for any and all such use of the Service and agrees to indemnify and hold harmless Protelity against any and all liability for any such use. If the Hosted PBX service is delivered to an off-gateway location customer acknowledges that they will be solely responsible for the POTS lines handling local phone service. Some HPBX features or functionality may not be available with an off-gateway deployment.

Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Customer is responsible to protect all confidential information and remain diligent in enforcing security measures. Protelity will make every effort to detect fraudulent calls and contact Customer immediately. Protelity will in no way be held liable for charges, penalty, or damages caused by telecommunications usage of the Customer's Service.

## 10.0 Service Level Agreements

## 10.1 General

Protelity will be the sole party to determine whether Protelity has not met any of the Service level agreements specified herein. Protelity reserves the right to change or discontinue any or all of the Service level agreements detailed below at any time without notice to the Customer. Customer must at all times cooperate with Protelity in testing, determining and verifying that a qualifying Service outage has occurred.

## 10.2 SLA Credit Request Process and Limitations

In order to receive any of the SLA credits (specified herein) for Service, an Authorized Contact must immediately notify Protelity Technical Support of an occurrence within the Protelity Service that results in the inability of the Customer to transmit IP packets within the Protelity Service ("Service Outage"). A Service Outage does not include an outage that occurs during scheduled periods of maintenance or upgrades.

Protelity Technical Support will investigate the reported outage and assign a Trouble Ticket number. Once Protelity determines that the substantiated Service Outage that could qualify Customer for the SLA credit occurred ("Verifiable Trouble Ticket"), then Customer may request a Service Credit within 30 days after the event giving rise to the credit by contacting Protelity Technical Support and asking for an SLA credit escalation. A Verifiable Trouble Ticket must accompany Customer's request for any SLA credit regarding the Service purchased by Customer. Credits should appear on Customer's bill for the Service within two (2) billing cycles, after such SLA credit has been approved by the Protelity representative. In any calendar year, Customer's aggregated SLA credits may not exceed, for any Service, three (3) month's worth of the monthly Service fee for the affected Service. In any billing month SLA credits may not exceed, for any Service, fifty (50) percent of the monthly Service fee for the affected Service. For purpose of calculating SLA credits, this monthly Service fee shall mean the monthly recurring charge for such line, but excluding, in all cases, (i) any monthly recurring fees for the Service features (e.g., domain name hosting or e-mail Service), (ii) all one-time charges; and (iii) at all times excluding the monthly recurring charge attributable to Equipment for such line. Credits are exclusive of any applicable taxes and Fees charged to the Customer or collected by Protelity.

## 10.3 SLA Exclusions

### 10.3.1 Global SLA Exclusions

SLAs do not apply and Protelity is not responsible for failure to meet an SLA resulting from:

- Misconduct of Customer or Users of Service
- Failure or deficient performance of power, Equipment, Services or systems not provided by Protelity
- Delay caused or requested by Customer
- Service interruptions, deficiencies, degradations or delays due to any access lines (i.e. POTS line or broadband connection) whether provided by Protelity or by third parties, or Equipment when provided by third parties.
- Service interruptions, deficiencies, degradations or delays during any period in which Protelity or its representatives are not afforded access to the premises where access lines associated with Service are terminated or Protelity Equipment is located
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond Protelity's control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Failure to provide suitable secure environment for on premise devices including but not limited to: secure mounting/racking, appropriate cooling and air handling, secure from theft, loose wires bundled neatly, etc.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of Protelity
- Failure to adhere to Protelity recommended configurations on unmanaged equipment.
- Over 30 day past due balance on any billing or service with Protelity. In addition, Service SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same Service interruption, deficiency, degradation or delay, (b) for Service interruptions, deficiencies,

degradations or delays not reported by Customer to Protelity, (c) where Customer reports an SLA failure, but Protelity does not find any SLA failure, and (d) when Service is dependent upon other Service with lower SLA. If Customer elects to use another provider or method to restore Service during the period of interruption, Customer must pay the charges for the alternative Service used.

## 10.3.2 Service SLA Exclusions

None yet identified.

## 10.4 SLA Classifications

### 10.4.1 Availability

“Availability” SLAs apply only when service is completely unavailable due to any sort of issue. After Customer opens a ticket on Service issue Protelity Technical Support will classify the issue. If Protelity Technical Support determines that Customer service is 100% unavailable the issue will be categorized as a “Service Availability” issue and all SLA remedies applicable to Service Availability will apply. Any SLA remedies not specifically defined as “Service Availability” SLAs will not apply to same “Service Availability” issue.

### 10.4.2 Performance

Performance SLAs apply if Service is available in a degraded state. After Customer opens a ticket on Service issue Protelity Technical Support will classify the issue. If Protelity Technical Support determines that Customer service is available albeit with performance degradation the issue will be categorized as a “Service Performance” issue and all SLA remedies applicable to Service Performance will apply. Any SLA remedies not specifically defined as “Service Performance” SLAs will not apply to same Service issue. Service Performance SLA credits will not be given if Service Availability SLA credits are requested against same Customer issue.

### 10.4.3 Other

“Other” SLAs apply whenever SLA goal has not been met. “Other” SLA credits will qualify for consideration even when “Service Availability” or “Service Performance” SLA credits are requested against the same Customer issue.

## 10.5 Availability SLA Goals

### 10.5.1 Availability SLA

For purpose of the Availability SLA, the duration of a Service Outage shall be deemed to commence upon the opening of a Verifiable Trouble Ticket by Protelity Technical Support, in response to the Customer request, and ends when the Service Outage ends. Trouble tickets, where the Service Outage cannot be verified with Protelity's standard diagnostic procedures, do not count towards the Availability SLA. Goal Remedy 99.99% availability ~ 4.32 minutes downtime monthly Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 5% of MRC up to a maximum of 50% of MRR for affected service.

### 10.5.2 Service Repair Objective

For purpose of the Repair Objective, the duration of a Service Outage shall be deemed to commence upon the determination by Protelity Technical Support that Service Repair is necessary and ends when the Service Repair has been completed. Goal Objective 4 hours Protelity will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service within four (4) hours.

## 10.6 Performance SLA Goals

### 10.6.1 Latency SLA

There is no Latency SLA with this Service.

### 10.6.2 Packet Delivery SLA

There is no Packet Delivery SLA with this Service.

### 10.6.3 Service Jitter SLA

There is no Jitter SLA with this Service.

## 10.7 Other SLA Goals

### 10.7.1 Monitoring SLA

The Monitoring SLA goal is measured from the time an outage is detected by Protelity monitoring systems until such

outage is reported to customer by the Protelity automated notification system. The goal is considered met once the Protelity monitoring system sends a notification to the customer. Receipt of the notification by the customer or lack of receipt will not be considered to be part of SLA goal.

**Goal Remedy**

15 minutes Each failure to meet the goal qualifies Customer for a credit of 1% of MRC per event

**10.7.2 Backbone Latency SLA**

There is no Backbone Latency SLA with this Service.

**10.7.3 Backbone Packet Delivery SLA**

There is no Backbone Packet Delivery SLA with this Service.

**Service Term.** The initial Service Term for the Protelity.com Service provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term selected on said Service Order Form. After such initial term, Service shall continue to be provided on a month-to-month basis, unless terminated in writing by Protelity.com or by Customer via email pursuant to the Master Service Agreement. The initial Service Term plus the continuation of Service as provided in this Section 10 are referred to collectively as the “Service Term.” (The Agreement Term is coterminous with the Service Term.)

**11. Billing Increments.** Billing increments are set forth below.

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
Alaska, HI and all others	30	6

**12. Additional NRC (if applicable).** In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

- Service Reinstatement Fee: \$100.00 plus any charges imposed by underlying carrier(s)
- Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)
- Cancellation of Service prior to installation: \$250.00

**13. Limitation of Liability.** Protelity.com’s SIP Origination – Basic Inbound service is intended for use as inbound-only service. Unless and to the extent that Customer has combined this services with another service (whether provided by Protelity.com or other service provider) for the purpose of enabling certain outbound calling capabilities, (i) Customer agrees to advise in writing all end users obtaining Service by or through Customer that Protelity.com SIP Origination – Basic Inbound service does not include outbound calling services and does not support 911 functionality, and (ii) Protelity.com shall charge Customer for such outbound calling at Protelity.com’s then prevailing rates for SIP Termination. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS Protelity.COM, ITS OFFICERS, EMPLOYEES, AGENT AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USER OF ANY Protelity.COM SIP ORIGINATION – BASIC INBOUND SERVICE FOR OUTBOUND CALLING. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS Protelity.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

**14. RFC 3261 Compliance.** This service is based on RFC 3261 – “SIP-Session Initiation Protocol” and requires Customer to conform to this standard. In the event Protelity.com determines that Customer is in violation of RFC 3261 and this violation prevents Protelity.com from accurately rating or billing Customer’s calls, Protelity.com reserves the right to bill the customer based on their estimated usage and rates, based on Protelity.com’s discretion.

**15. Acceptable Use Policy.** All use of Service must comply with Protelity.com’s Acceptable Use Policy (“AUP”), which is posted at www.Protelity.com, and is incorporated herein by reference. By accepting Protelity.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. Protelity.com reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Violation of the AUP shall be

considered a material breach of this Agreement pursuant to the Master Service Agreement.

**16. Early Termination Fee.** An early termination fee of the monthly balance amount of your agreement applies if service is terminated before the end of the contract term. All other charges apply.

**17. Payment & prepaid deposit for services.** Customer shall make payment for services on a prepaid basis by depositing funds with Provider. Provider may disconnect service unilaterally without any notice if Customer account becomes negative; late fees and a reconnect fee may then apply. Customer will replenish its deposit account with funds as required.

**18. Billing.** All calls terminated to USA numbers are billed in six-second increments, with a six-second minimum; calls to Canada will be billed in six-second increments after a thirty-second minimum. Billing increments and minimum billing increments may apply for other countries.

**Service plans – initial plan and services below desired plan.**

	<b>Ad-hoc month to month</b>	<b>1 year contract</b>	<b>2 year contract</b>	<b>3 year contract</b>
<b>Per extension</b>	\$59.95	\$49.95	\$44.95	\$39.95
<b>Additional DIDS</b>	\$3.00	\$2.75	\$2.50	\$2.00
<b>Add Attendants</b>	\$99.00	\$79.00	\$59.00	\$39.00
<b>Toll Free Number</b>	\$3.00	\$2.75	\$2.50	\$2.00
<b>Toll Free Minutes</b>	\$0.0325	\$0.0315	\$0.0275	\$0.0255
	Cust Init: _____	Cust Init: _____	Cust Init: _____	Cust Init: _____

**All Plans**

**Number porting:** \$24.00  
**E991:** \$3.50  
**411 Fees:** \$10 one time fee 411 Directory Assistance: Billed at \$1.50 cents per call to directory assistance

Billed in 6 sec increments

**Protelity**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Contracts Department  
 1109 14<sup>th</sup> Street South  
 Nampa, ID 83651  
 Phone: (208) 697-5808  
 Fax: (801) 303-6998

**AGENT**

**By:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_