

**SERVICE EXHIBIT****Interconnected VoIP Services**

The following terms are applicable to Customer's Interconnected VoIP Services and together with the Master Service Agreement ("MSA) and the Incorporated Agreements constitutes the entire agreement between Customer and Evolve IP pursuant to the "Incorporated Agreements" section of the MSA. The FCC defines Interconnected VoIP services as those that a) enable real-time, two-way voice communications; b) require a broadband connection from the user's locations; c) require IP-compatible customer premise equipment; and 4) permit users to receive calls from and terminate calls to the public switched telephone network ("PSTN"). Evolve IP's Interconnected VoIP Services include, but are not limited to, Evolved Office: HPBX and SIP Trunking. Capitalized terms in these Additional Terms will have the same meaning given to them in the MSA or the Incorporated Agreements, unless a different definition is provided below.

**1. Line Number Management – Domestic Telephone Numbers.** Evolve IP will make commercially reasonable efforts to provide new telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where Customer desires to provide and/or port its own pre-existing telephone numbers to the Service, Evolve IP shall be entitled in its reasonable discretion to reject any telephone numbers proposed to be supplied by Customer; provided however, that Evolve IP shall not unreasonably reject any telephone numbers and shall provide Customer upon request with a written or electronic explanation as to the reasons for such rejection. In the event a telephone number port is rejected, Evolve IP will provide Customer with all information pertaining to the rejection so that Customer can work with their current provider to cure the cause of the rejection. Based exclusively upon information provided by Customer, Evolve IP will register telephone numbers provided to Customer for use in connection with the Service with the appropriate 911 authority. Evolve IP will also assist in the porting of Customer's telephone numbers and/or the assignment of new telephone numbers as applicable and where available, and both Parties agree and understand that Customer shall retain all right, title, and interest to such telephone numbers. Prior to each number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form provided by and/or acceptable to Evolve IP that has been executed by an authorized Customer contact. Evolve IP will not attempt to port a telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; Evolve IP shall be entitled in its reasonable discretion to deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each telephone number being ported, in addition to any other charges applicable to the Service, Customer shall pay non-recurring porting charges to Evolve IP. Customer shall protect, defend, indemnify, and hold harmless Evolve IP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to number portability.

**2. Line Number Management – International Telephone Numbers.** Evolve IP will make commercially reasonable efforts to provide new international telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where Customer desires to provide and/or port its own pre-existing international telephone numbers to the Service, Evolve IP shall be entitled in its reasonable discretion to reject any international telephone numbers proposed to be supplied by Customer; provided however, that Evolve IP shall not unreasonably reject any international telephone numbers and shall provide Customer upon request with a written or electronic explanation as to the reasons for such rejection. In the event an international telephone number port is rejected, Evolve IP will provide Customer with all information pertaining to the rejection so that Customer can work with their current provider to cure the cause of the rejection. Both Parties agree and understand that Customer shall not retain any right, title, and interest to such international telephone numbers. Prior to each international telephone number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form provided by and/or acceptable to Evolve IP that has been executed by an authorized Customer contact. Evolve IP will not attempt to port an international telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; Evolve IP shall be entitled in its reasonable discretion to deny porting any international telephone number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each international telephone number being ported, in addition to any other charges applicable to the Service, Customer shall pay non-recurring porting charges to Evolve IP. **Customer understands and agrees that Evolve IP's international voice Service does not support 999, 911, E911 or other emergency response calling functionality.** Additionally, Evolve IP's international voice Service supports only inbound calling from the Public Switched Telephone Network ("PSTN") to either a) new DID's provided by Evolve IP or b) to pre-existing international telephone numbers that were ported into Evolve IP for use in conjunction with the Service. All outbound calls from Customer's international location will be rated at Evolve IP's then current international termination rate schedule. Evolve IP may, upon ten (10) days' prior written or electronic notice, reclaim any international telephone numbers that (i) have not been used to pass traffic within the immediately preceding one hundred twenty (120) day period (or such shorter period as otherwise required by law or by an underlying provider of Evolve IP's international voice services); (ii) are required to be reclaimed pursuant to a change in the national number plan in the local country of such international country; or (iii) Evolve IP is otherwise required to do so by any relevant regulatory or governing body or by an underlying provider of Evolve IP's international voice services. Evolve IP will use reasonable efforts to provide Customer with thirty (30) days advanced written or electronic notice if Evolve IP discontinues international voice Services in a particular country. Customer shall protect, defend, indemnify, and hold harmless Evolve IP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to international number portability.

**3. Service Limitations.**

(a) Customer's use of "unlimited" local and long distance calling as a feature of the Services at the MRC stated in the Sales Order presumes industry standard utilization of such features by commercial customers or based on comparison of such use to other Evolve IP customers as determined by Evolve IP in its sole discretion. In the event that Customer makes excessive use of the local and long distance calling feature, Evolve

IP shall be entitled in its sole discretion to assess additional charges with respect to such excess utilization and/or suspend the Service. Customers utilizing auto-dialing technology (e.g., predictive dialers) will also be subject to additional charges and/or suspension of the Service in Evolve IP's sole discretion. Notwithstanding the foregoing, certain types of usage are not included as part of the unlimited offering and are instead billed on a per minute basis, including a) calls to non-U.S. mainland destinations, including but not limited to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, b) international calls, including calls to Canada and Mexico, c) inbound calls to Customer's toll free numbers, d) conferencing services (including web & audio conferencing), d) use of the Services by Customer (or any third party obtaining access to the Services through Customer) which is not in compliance with Evolve IP's Acceptable Use Policy, and e) domestic outbound calls that originate from any licenses other than an Evolved Office Premium User or an Evolved Office Standard User, including calls originating from Auto Attendants, Hunt Groups, ACD/Call Centers, and Virtual Extensions.

- (b) Customer's use of the Services at the MRC stated in the Sales Order presumes that the originating and terminating telephone numbers (i.e. Customer's telephone number and the telephone number of the 3<sup>rd</sup> party that Customer is calling) associated with all calls initiated by Customer are made available for billing and rating purposes. In the event that the Services are configured to block Customer's outgoing Caller ID or to otherwise obscure, remove, or manipulate the originating and/or terminating telephone numbers, Evolve IP shall be entitled in its sole discretion to assess additional charges with respect to such usage and/or suspend the Service.

**4. Call Recording and Compliance.** Customer understands that call recording within the United States is governed by both Federal and State laws. All states require that at least one party on a call consents to a call being recorded, however, several states require that all parties on a call be notified that recording is actively occurring. Customer agrees and understands that it is their responsibility to ensure compliance with all Federal and State laws which are applicable to their organization. Furthermore, Customer agrees to defend, indemnify and hold Evolve IP, its officers, directors, employees, agents, and representatives harmless from any and all liabilities, allegations, claims, losses, damages, expenses (including attorney's fees and expenses), judgements, and causes of action arising out of, or in connection with Customer's failure to comply with any Federal or State laws.

**5. Fraud.** Customer shall not be excused from paying for Services on the basis that fraudulent calls or other usage of the Service comprised a portion (or all) of Customer's utilization of the Service. Customer shall protect, defend, indemnify, and hold harmless Evolve IP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to fraudulent calls or usage of the Service. Evolve IP shall be entitled to take immediate action without notice or liability to Customer as it deems necessary in its sole discretion to prevent fraudulent calls or other usage of the Service; provided, however, that Evolve IP is under no obligation to undertake such action.

**6. Representations and Warranties Associated with Emergency Calling Services.** The following section applies ONLY TO "INTERCONNECTED VOIP SERVICES" AS DEFINED BY THE FCC IN 47 C.F.R. § 9.3, I.E., TO THOSE SERVICES THAT ALLOW FOR TWO-WAY – ORIGINATION AND TERMINATION – OF REAL-TIME, VOICE TELEPHONE CALLS ON THE PUBLIC SWITCHED TELEPHONE NETWORK USING A BROADBAND INTERCONNECTION AND SPECIALIZED CUSTOMER PREMISES EQUIPMENT. CUSTOMER IS AWARE THAT E911 SERVICE PROVIDED BY EVOLVE IP DIFFERS IN IMPORTANT WAYS FROM TRADITIONAL WIRELINE E911 SERVICE AND SUCH LIMITATIONS ARE DESCRIBED THROUGHOUT THIS SECTION.

(a) Emergency calling services ("911 Services") are provided with the Service. Customer is also responsible for the payment of any and all applicable surcharges relating to the provision of 911 Services that may be due to any municipality, state, or other jurisdiction. Although Evolve IP will endeavor to complete emergency calls placed by a user through the Service (provided that such calls are delivered to Evolve IP's network), such calls will be delivered to the appropriate Public Safety Answering Point ("PSAP") based upon the Registered Location information associated with the originating telephone number as provided by Customer.

(b) 911 SERVICES ARE OFFERED SOLELY AS AN AID IN CONTACTING AN APPROPRIATE PSAP IN CONNECTION WITH FIRE, POLICE, AND OTHER EMERGENCIES. EVOLVE IP AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY CUSTOMER, OR BY ANY OTHER PARTY OR PERSON OR ENTITY FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, OR FOR ANY LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (1) MISTAKES, OMISSIONS, INTERRUPTIONS, SERVICE OUTAGES, DELAYS, ERRORS, OR OTHER DEFECTS IN THE PROVISION OF 911 SERVICES, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, LOCATION, OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THE SERVICE.

(c) EVOLVE IP MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO THE 911 SERVICES, AND ALL REPRESENTATIONS, WARRANTIES OR AGREEMENTS ARE HEREBY EXCLUDED AND DISCLAIMED. EVOLVE IP IS ALSO NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, LOCATION, OR USE OF 911 SERVICES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY EVOLVE IP INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS, OR NAME ASSOCIATED WITH THE PHONE, SYSTEM, OR HANDSET USED BY THE PARTY OR PARTIES ACCESSING 911 SERVICES, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF EVOLVE IP, ITS SUPPLIERS, CUSTOMER, ITS USERS, ANY AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING.

(d) CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS EVOLVE IP, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITIES, ALLEGATIONS, CLAIMS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS), JUDGMENTS, AND CAUSES OF ACTION ARISING FROM OR RELATED TO EVOLVE IP’S PROVISION OF E911 SERVICE.

(e) Customer expressly acknowledging that Customer understands all of the limitations associated with Evolve IP’s provision of E911 service and agrees to all of the limitations described herein.

(f) In the event that an Customer moves a telephone handset to a new location, Customer agrees that it will provide the new location information to Evolve IP so that Evolve IP can update the relevant emergency calling databases.