



VOICE SERVICE SUPPLEMENT

Voice Services

1. DE Fastlink reserves the right, in its sole discretion, to examine Customer's voice calling usage pattern and adjust the rates or impose a surcharge if such usage pattern is not normal or customary under generally accepted industry standards for the type of voice Service being used. In the event DE Fastlink adjusts Customer's rates due to abnormal usage patterns, Customer's sole and exclusive remedy shall be to terminate the remaining usage commitment (if any) under the applicable Service Order. In such event, Customer shall continue to be liable for any access loop monthly recurring charges through the remainder of the Service Order Term.
2. Customer is solely responsible for any and/or all fraudulent calls or data transmitted utilizing the Services regardless if use by Customer was authorized and/or unauthorized. Customer shall have the obligation to inform DE Fastlink if Customer is aware of any fraudulent use.
3. If 10% or more of Customer's completed calls during any billing cycle constitute calls with a duration of less than six seconds in length (each, a "Short Duration Call"), DE Fastlink may charge each Short Duration Call during such Billing Cycle (including those Short Duration Calls under the 10% threshold) an additional \$0.01 surcharge per call. DE Fastlink shall rate all such calls to the fourth (4th) decimal. In the event of any inconsistency between the provisions of this paragraph and an applicable pricing table set forth in an Attachment or a Service Order, the provisions in this paragraph shall control.
4. Voice Service calling plans billed as a flat monthly fee and or as otherwise designed and offered in per minute bundles and or as customized for Service by DE Fastlink to Customer. However designed and non-specific to any voice plan; any and or all plans may not include certain call types. These excluded call types will always be charged on a per-call basis. These calls types include but are not limited to; operator services and or a measured basis such as international calling. For purposes of illustration a measured call begins when the call is answered by the called party or an automated answering device and the measured call ends when either the calling or the called party disconnects the call.
5. Notwithstanding the foregoing DE Fastlink's vendors and or suppliers may charge to DE Fastlink fees for a "completed call" which they define as the called party's line rings or after a certain number of rings but may not be answered by the called party. Any form of charge and or fee accessed DE Fastlink shall in turn be charged to the Customer.
6. All domestic calls will be rated and rounded in six (6) second increments with a six (6) second per call minimum and rounded to the third decimal place for each call charge. All international and calling card calls will be rated in six (6) second increments with a thirty (30) second per call minimum and rounded to the third decimal place for each call charge unless as otherwise determined by DE Fastlink to be in one (1) second increment rounding with rounding up to the next one (1) second increment and all calls to Mexico will be rated in sixty (60)

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second increments.

7. Customer expressly agrees not to use Voice Service in conjunction with an auto-dialing system or for continuous or extensive call forwarding, telemarketing, fax blasting, or for any other use that results in excessive usage that is inconsistent with standard commercial calling patterns. If DE Fastlink determines, in at its sole discretion, that Customer's use of Voice Service is excessive or in violation of this Agreement DE Fastlink reserves the right, among other actions and recourse to terminate or modify voice service immediately and without notice.

8. DE Fastlink and DE Fastlink's vendors and suppliers reserve the right during the term of this Agreement (and upon its termination as expressly set forth in the applicable Article of the main Services) has the right to delete Customer's voicemail, call detail, data, files, or other information that is stored on DE Fastlink's or DE Fastlink's vendors servers or systems in accordance with DE Fastlink storage policies and shall inform Customer by providing thirty (30) days written notice of such deletion during the term of the applicable Service Order. Customer affirms, acknowledges, and agrees that DE Fastlink shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

9. DE Fastlink informs Customer and Customer affirms and agrees that any and or all calls between Customer and DE Fastlink personnel may be recorded for quality assurance and other commercially reasonable purpose. Customer hereby acknowledges and agrees that such calls may be recorded.

Emergency Lines

DE Fastlink, LLC's Services does not function like a traditional wireline or land line service because DE Fastlink supports Voice Over Internet ("VoIP") Service and should not be relied upon in case of an emergency. Customer affirms, acknowledges, and agrees that certain Services may not; in different circumstances provide access to 911 and or transmit the most accurate location and or extension information in a timely manner the Customer, Customer's employees, agents and or third party on premises attempts to access 911 in the case of an emergency. Examples include but are not limited to VoIP and private branch exchange services. Further as T1's and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service Customer must timely update changes to Customer registered location for 911 services.

1. In order for Customer's 911/E911 calls to be properly directed to emergency services, DE Fastlink must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without DE Fastlink approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact DE Fastlink before moving Voice Service to a new Service Location. Subject to this Agreement Customer acknowledges that 911 calls from nomadic DE Fastlink Equipment assigned to the same telephone number will reach the emergency authority associated with the registered Service Location.

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2. By signing this Agreement, Customer acknowledges that Customer has read the Emergency Lines disclaimer. Further by proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible or; in the event Customer does not provide the address, correct address, move the address and extension(s) or other information to emergency authorities.

3. Customer understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where DE Fastlink make these features available, will be disabled if Customer's account is suspended or terminated.

4. Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its employees, affiliates, subcontractors and any like or similar individuals who are considered end users if any restrictions or limitations to access emergency 911 services result from its actions including but not limited to: (i) extending the origination of outbound calling capabilities of the Dynamic IP service outside of the DE Fastlink Dynamic IP serviceable area(s) by means of private circuits, wireless service, public networks, the public Internet or other means; (ii) implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; (iii) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location; (iv) If the power goes out at the Customer location Emergency Services may not function properly; (v) at all times when calling Emergency Services the caller is to speak clearly and replay to the Emergency Services dispatcher their specific name, location, physical address and/or any and all other information requested by the dispatcher; and, (vi) Emergency Services provided by the DE Fastlink are not meant to be relied upon in case of an Emergency and that Customer has made alternative arrangements for employees, affiliates, subcontractors and any like or similar individuals who are considered end users to connect with Emergency Services and Customer has informed them as such. Customer agrees to indemnify and hold DE Fastlink harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access Emergency 911 services as a result of Customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using DE Fastlink dynamic IP Service.

5. Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Location(s) where such service is installed by DE Fastlink. Customer understands and acknowledges that if Customer attempts to install or use the DE Fastlink Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function, or may function improperly. It will be considered a material breach of this Agreement if Customer moves Voice Service to another location without first notifying DE Fastlink.

6. IN CONJUNCTION WITH THE DE FASTLINK BUSINESS CLASS TERMS AND CONDITIONS AGREEMENT CUSTOMER AFFIRMS, ACKNOWLEDGES AND AGREES THAT NEITHER DE FASTLINK NOR ITS PARENT COMPANY, THEIR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, THIRD PARTY AFFILIATES, CARRIER PARTNERS, VENDORS, SUPPLIERS AND ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL.

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CUSTOMER FULLY UNDERSTANDS ALL LIMITATIONS OF A VOIP BASED PHONE SYSTEM EMERGENCY SERVICE AND THAT IT IS NOT MEANT TO BE RELIED UPON IN CASE OF AN EMERGENCY AND THAT IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO MAKE ALTERNATIVE ARRANGEMENTS IN ORDER TO CALL 911 EMERGENCY SERVICES FROM CUSTOMER'S LOCATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DE FASTLINK AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911. ALL TERMS AND CONDITIONS STATED IN THE MASTER SERVICES AGREEMENT RELATED TO LIABILITY/LIMITATION OF LIABILITY, WARRANTIES, INDEMNIFICATIONS AND DISCALIMERS RELATED TO USING A VOIP CALLING SERVICE APPLY TO THIS VOICE SUPPLEMENT.

Witness our signatures on this the _____ day of _____, 202__.

Customer

Witness

Adopted: May 12, 2022