



Voice Communications Service Terms

version 1.0

The following Voice Communications Service Terms are the Service-Specific Terms applicable to the provision of Voice Communications Services by Digital Agent, LLC ("DA") except to the extent expressly provided otherwise in a written agreement between DA and Customer.

1. General Terms and Conditions

These Voice Communications Service Terms supplement DA's General Terms and Conditions (the "GTCs") applicable to all services offered by DA. In the event of any conflict between the provisions of these Voice Communications Service Terms and any provision of the GTCs, the provisions of these Voice Communications Service Terms shall prevail.

2. Definitions. When used in Customer's Application, the DA Quote, the GTCs or these Voice Communications Service Terms, the following terms shall have the definitions set forth below. Other terms are defined in Customer's Application, in the GTCs and elsewhere in these Voice Communications Service Terms.

a. "Analog Service" means service provided using a standard telephone line. Analog Service supports all forms of dial-up communications, including but not limited to facsimile transmissions, modem-to-modem communications and alarm monitoring systems.

b. "PBX Service" means service provided using a Transport Circuit connecting a Customer-provided PBX, key system or other on-premises switching system to DA's switching center.

c. "Transport Circuit" means a dedicated telecommunications transport circuit purchased from DA connecting Customer's Premises to DA's switching center. Transport Circuits are subject to DA's Transport Circuit Terms.

d. "Voice Communications Service" means DA's services for the origination, switching, transport and termination of high-quality 2-way interactive switched voice or data communications, including without limitation, interconnection with the Public Switched Telephone Network. Voice Communications Service may be Analog Service, PBX Service or VoIP Service, as defined herein, or a combination of such services.

e. "VoIP Service" means service provided using Voice over Internet Protocol technology. VoIP Service may not be compatible with some customer premises terminal equipment, including but not limited to some facsimile machines, modems, and alarm monitoring systems.

3. Scope of Services. During the Term, DA shall, subject to the terms and conditions of these Voice Communications Service Terms, provide to Customer the Voice Communications Services identified on the DA Quote accompanying Customer's Application.

4. Changes to Volume or Quantity of Services. Customer may increase or decrease the volume or quantity of Voice Communications Services purchased under these Voice Communications Service Terms at any time and from time to time pursuant to an Addendum without penalty or Early Termination Charges as long as the total monthly recurring charges (not including per-minute charges for long distance services) payable by Customer remain within fifteen percent (15%) of the total monthly recurring charges indicated on the DA Quote. Reconfiguration or other nonrecurring charges may apply to any increase or decrease in the quantity or volume of Voice Communication Services purchased by Customer.

5. Rates and Charges. Subject to the terms and conditions of the GTCs, the rates and charges applicable to the Voice Communications Services are as indicated on the DA Quote. Customer agrees to pay all such rates and charges in accordance with the terms of the GTCs. Customer also agrees to pay DA's standard rates and charges for any ancillary services or features used with the Voice Communications Services for which rates and charges are not set forth in the DA Quote.

6. Transport Circuit

a. PBX Service. PBX Service requires the use of a Transport Circuit. Customer must purchase such Transport Circuit from DA pursuant to DA's Transport Circuit Terms.

b. VoIP Service. VoIP Service may be provided with or without the use of a Transport Circuit. If Customer elects to use a Transport Circuit, Customer must purchase such Transport Circuit from DA pursuant to DA's Transport Circuit Terms. Subject to the terms and conditions of the GTCs and Transport Circuit Terms, Customer may elect to reconfigure VoIP Service to use either a Transport Circuit or the public Internet for the transmission of Customer's communications between Customer's Premises and DA's switching center at any time upon thirty (30) days' prior written notice to DA. Reconfiguration charges will apply to any such reconfiguration.

c. Terms and Conditions for Transport Circuit. Any Transport Circuit used to provide PBX Service or VoIP Service shall be subject to the rates, terms and conditions of DA's Transport Circuit Terms.

7. Analog Service

DA provides Analog Service through resale of services of other providers. Analog Service is subject to the availability of appropriate services at reasonable expense at Customer's location from DA's service provider.



Voice Communications Service Terms...cont.

8. Letter of Agency

State and federal regulations require DA to obtain an authorized signature on a separate, properly completed Letter of Agency before converting or "switching" Customer from a telecommunications or VoIP service provided by another service provider to DA's Voice Communications Service. Such conversion is required in order to "port" Customer's existing telephone number(s) to DA from another service provider. Customer acknowledges that DA cannot place necessary orders to convert any telecommunications or VoIP service to DA's Voice Communications Service until Customer has completed and executed an appropriate Letter of Agency. Customer represents and warrants that the individual executing any Letter of Agency provided to DA by Customer is authorized to agree to a change of Customer's presubscribed local, intraLATA and inter-LATA (including international) telecommunications or VoIP service provider. Customer is solely responsible for any termination of service provided to Customer by another service provider that is not converted to DA's Voice Communications Service, and DA shall have no responsibility or liability whatsoever in connection with any service, or the termination of any service, provided to Customer that is not converted to DA's Voice Communications Service. Customer may request or authorize DA to provide Voice Communications Service that is not a replacement for other services obtained by Customer from other service providers without the necessity of executing a Letter of Agency.

9. Long Distance Services

a. Capability. DA's Voice Communications Service provides the capability for communicating with substantially all stations on the public switched telephone network, including both domestic and international locations. DA does not offer Voice Communications Service that is limited to local, intraLATA toll, interLATA toll or international toll service.

b. Charges Based on Duration of Call. When charges for the use of DA's Voice Communications Service to place long distance calls are based upon the duration of a call, the following terms apply:

i. Calls are measured in durational increments identified for each service. Any portion of an applicable increment, after the appropriate minimum increment time for the call, will be rounded upward to the next increment. Calls less than the minimum increment will be rounded up to the minimum.

ii. Billing increments are as follows:

A. Outgoing domestic and international long distance calls are billed in six second increments with an initial billing period of eighteen seconds.

B. Incoming toll free calls are billed in six second increments with an initial billing period of thirty seconds.

iii. Timing on completed calls begins when the call is answered by the called party (i.e., when any two-way communication, often referred to as "conversation time" is possible). Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s) or by software utilizing audio tone detection. When software supervision is employed, up to sixty (60) seconds of ringing is allowed before the time is billed as usage of Carrier's network.

iv. Timing terminates on all calls when the calling party hangs up or Carrier's network receives an off-hook signal from the terminating carrier, thereby releasing the network connection.

v. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

vi. All times refer to local time at Customer's location.

c. Toll Free Service. DA is not a Toll Free Service Database Management System Responsible Organization ("RespOrg"). DA will coordinate with Customer's RespOrg for the establishment of Toll Free service or the migration of Customer's existing Toll Free Service to DA's Voice Communications Service. DA is not responsible, and shall have no liability whatsoever, for any action or non-action by Customer's RespOrg.

10. Regulatory Authority or Approval

DA's provision of Voice Communications Services is subject to all necessary regulatory authority or approvals. In particular, DA may not have required regulatory authority to provide Analog Service or PBX Service except in designated areas in the State of Georgia. DA shall have no obligation to obtain any regulatory authority that may be required in order to provide Voice Communications Service to Customer.

11. Privacy

a. VoIP Service. Customer acknowledges that transmissions over the public Internet are not under the control of DA and may be subject to interception by unauthorized persons. If Customer elects to purchase DA's VoIP Service without the use of a Transport Circuit, Customer assumes all risks associated with the transmission of Customer's communications using such VoIP Service over the public Internet between Customer's Premises and DA's switching center.

b. Recording of Calls. Recording of communications over DA's Voice Communications Service is prohibited except as authorized by applicable federal, state and local laws concerning the interception or recording of telephone calls.

c. Caller ID. In most cases, Customer's telephone number will be transmitted to the called party when a call is placed using DA's Voice



Voice Communications Service Terms...cont.

Communications Service, and in many cases Customer's name may also be available to the called party. Customer may block the delivery of its number and name information to subscribers to Caller ID services for most calls by dialing *67 before each call or by subscribing to per-line blocking, which will block Caller ID on most calls unless it is unblocked by dialing *82 before a call. Delivery of calling number cannot be blocked on calls to some numbers, including calls to toll free numbers, 911 and possibly to certain law enforcement agencies. Customer premises equipment may be available that can automatically insert *67 before the dialing of each call, or Customer's PBX, key system or other switching system may be capable of being programmed to do so. Certain customers, including customers conducting telemarketing, may be prohibited by law from blocking the transmission of calling number. Applicable law may limit the permissible uses of information obtained from Caller ID services.

d. Passwords. FCC regulations prohibit DA from providing information to Customer concerning Customer's use of DA's Voice Communications Services without first verifying Customer's identity. Customer must establish a password for use for access to such information, and DA will provide information concerning Customer's use of DA's Voice Communications Services upon presentation of such password unless Customer has advised DA that such password has been compromised, in which case Customer shall promptly change its password. DA may also honor other methods of verifying Customer's identity. Customer is solely responsible for the security of its password, and DA shall have no liability for disclosing any information concerning Customer's services or the use thereof to any person who provides Customer's currently effective password.

12. Directory Listing

For customers whose primary location for Voice Communications Service is in metropolitan Atlanta, Georgia, DA will provide or arrange for a single directory listing, termed the primary listing, in the metropolitan Atlanta telephone directory published by or on behalf of BellSouth Telecommunications, Inc. d/b/a AT&T Georgia of the telephone number which is designated as Customer's main number for invoicing purposes. DA reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. DA may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of DA, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. DA, upon notification to Customer, will withdraw any listing that is found to be in violation of these rules. DA will arrange for additional listings at additional charges. Additional charges also apply if Customer does not want its primary listing published in the directory, made available through Directory Assistance, or both.

If (i) Customer requests that Customer's name, address and/or telephone number be omitted from the directory or from directory assistance databases, but that information is included in either or both; (ii) Customer requests that Customer's name, address and/or telephone number be included in the directory or in directory assistance databases, but that information is omitted from either or both; or (iii) the published or listed information for Customer's account contains material errors or omissions, then in any such case, in the absence of gross negligence or willful misconduct the aggregate liability of DA and its affiliates, suppliers or agents shall not exceed the monthly charges, if any, which Customer has actually paid to DA to list, publish, not list, or not publish the information for the affected period, and Customer shall hold harmless DA and its affiliates, suppliers or agents against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by such errors and/or omissions.

13. Unauthorized Use of Service

Customer is responsible for all charges resulting from the use of the Voice Communications Service provided by DA to Customer to place long distance (including international) calls. At Customer's request, DA will configure Customer's Voice Communications Service to block some or all outgoing long distance calls unless an account code is entered at the time that a call is placed. Customer shall be solely responsible for the security of its account codes. Additional recurring and non-recurring charges may apply for the setup and use of account codes.

14. Emergency Calling

a. VoIP Service. DA's VoIP Service includes 911/Enhanced 911 functionality ("911/E911") that may differ from the 911/E911 functionality provided with different services, including Analog Service and PBX Service. As such, it may have certain limitations. Customer has read the following information concerning the 911/E911 functionality of VoIP Service.

Customer acknowledges and accepts any limitations on the 911/E911 functionality of VoIP Service. Customer agrees to convey these limitations to all persons who may have occasion to place calls over DA's VoIP Service.

i. Correct Location Information. In order for a 911/E911 call to be directed to the correct emergency Public Safety Answering Point



Voice Communications Service Terms...cont.

("PSAP"), the address at which the calling station is physically located at the time of the call must be registered with DA. This address is referred to as the "Registered Location" of the calling station. At the time that DA establishes VoIP Service, DA will enter Customer's primary service address as the Registered Location of all of Customer's VoIP Service stations unless Customer provides one or more different Registered Locations for some or all of its VoIP Service stations. If Customer relocates any VoIP Service station to a different address without updating its Registered Location, 911/E911 calls from that station may be directed to the wrong PSAP, may transmit the wrong address, or may fail to complete altogether. Customer must provide DA a new Registered Location before relocating any VoIP Service station to a different address by calling DA's Customer Service or by other methods provided by DA. DA will need up to seven (7) business days to update each Registered Location in applicable databases before 911/E911 calls can be properly directed with the correct address information.

ii. Service Interruptions. VoIP Service uses the electrical power available at Customer's premises or other locations where VoIP Service stations may be located. If there is an electrical power outage, 911/E911 calling (and other VoIP Service) may be interrupted if Customer does not provide backup power for its VoIP Service stations and internal network or if any such backup power fails or is exhausted. Further, calls over VoIP Service, including 911/E911 calls, may not be completed if there is a problem with network facilities, including network congestion, failure of network components or equipment or of power provided to either, or other technical problems.

iii. Suspension or Termination of Service. Customer acknowledges that all DA Voice Communications Service, including 911/E911, will be disabled if Customer's account is suspended or terminated.

iv. Customer Responsibility. It is the responsibility of Customer to notify its employees, guests, vendors and others who may have occasion to use DA's VoIP Service of the limitations on the availability of traditional 911/E911 services. DA will provide stickers to be placed on telephones and other equipment to be used with VoIP Service to alert users to the existence of these limitations. Customer may obtain additional stickers without charge, if needed, by calling DA Customer Service.

b. PBX Service. Unless Customer subscribes to DA's PBX Station Location Service, Customer's primary telephone number and primary service address, and not the direct-dial number or physical address of an individual calling station, will be delivered to the PSAP serving Customer's primary service address when a 911/E911 call is placed using DA's PBX Service. With DA's PBX Station Location Service, the direct-dial telephone number and the actual physical address of the calling station will be delivered to the PSAP serving the physical address where the calling station is located if Customer provides the physical address of each station to DA. DA may need up to seven (7) business days to update the physical address of a station in applicable databases before 911/E911 calls can be properly directed with the correct address information. Additional recurring and non-recurring charges apply for DA's PBX Station Location Service.

c. Analog Service. DA's Analog Service provides full, traditional 911/E911 functionality, including delivery of the Analog Service telephone number and address where Analog Service is provided to the PSAP serving the address where Analog Service is provided, as long as the PSAP supports such functionality.

d. Limitation of Liability and Indemnification. Customer acknowledges and agrees that DA will not be liable for any service outage, inability to dial 911/E911 using DA's Voice Communications Service, and/or inability to access emergency service personnel. Customer agrees to defend, indemnify, and hold harmless DA and its affiliates, suppliers or agents 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 DA's Voice Communications Service relating to the failure or outage of the Services, including those related to 911/E911.

15. Interruption of Service

DA shall provide credits for interruption of Voice Communications Service as provided in this Section 15.

a. Interruption Defined. "Interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages, nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where DA, pursuant to the terms of the GTCs, these Voice Communications Service Terms or applicable tariff, suspends or terminates service because of nonpayment of bills due to DA, unlawful or improper use of the service, or any other reason permitted by the GTCs, these Voice Communications Service Terms or applicable tariff. No allowance shall be made for interruptions due to electric power failure at Customer's Premises or at another location from which Customer attempts to use VoIP Service.

b. Credit for Interruptions. Credit for interruption of service shall be allowed only when such interruption is caused by or occurs due to causes within the control of DA, such as when any component furnished by DA pursuant to these Voice Communications Service Terms may fail, or in the event that DA is entitled to a credit for the failure of the facilities of DA's underlying carrier used to furnish service. It shall be the obligation of Customer to notify DA immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission by Customer within Customer's control, or is not in wiring or equipment furnished by Customer and connected to DA's facilities. Credit for an interruption shall commence after Customer notifies DA of the interruption, or when DA becomes aware thereof, and Customer releases such service, facility or circuit for testing and re



Voice Communications Service Terms...cont.

pair, and the credit will cease when Service has been restored. If Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. For the purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than 2 hours. Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage charge for the service affected for each hour or major fraction thereof that the interruption continued. A credit allowance is applied on a pro rata basis against the rates specified in the DA Quote and is dependent upon the length of the interruption. Only those services actually interrupted will receive a credit. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service furnished by DA rendered useless or substantially impaired. Credit for interruptions caused by the failure of a Transport Circuit are governed by the applicable Transport Circuit Service Order.

c. Exceptions. No credit allowance will be made for:

- i. interruptions due to the negligence of, or non-compliance with the provisions of the GTCs, these Voice Communications Service Terms or applicable tariff, by Customer, an authorized user, or service providers connected to, or providing service connected to, the service of DA;
- ii. interruptions due to the negligence of any person other than DA, including but not limited to Customer or other service providers connected to DA's facilities;
- iii. interruptions due to the failure or malfunction of non-DA equipment, including service connected to Customer-provided electric power;
- iv. interruptions of service during any period in which DA is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- v. interruptions of service during any period in which Customer continues to use the service on an impaired basis;
- vi. interruptions of service during any period when Customer has released service to DA for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- vii. interruptions of service in order to perform tests and inspections to assure compliance with the terms and conditions of the GTCs, these Voice Communications Service Terms and applicable tariffs and the proper installation and operation of Customer's and DA's equipment and facilities; or
- viii. interruptions of service due to circumstances or causes beyond the control of DA.