

The terms contained in this Service Attachment apply to all Orders for the provision of Cloud PBX Hosting Services by LISS (sometimes referred to as “we,” “us” or “our”) to a Client (sometimes referred to as “you” or “your”). All Orders are subject also to the terms of the Master Services Agreement (“MSA”) between LISS Inc. and the Client. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the MSA.

## **1. SERVICE DESCRIPTION**

### **1.1. VoIP and Collaboration Services**

LISS’ Cloud PBX Hosting Services consist of a Private Branch Exchange or business telephone system that connects telephone extensions to the public telephone network and also provides such internal communications and/or other features as are described in the applicable Order. The telephone system is hosted on a remote server maintained by LISS that Client accesses and uses via the internet. The aspect of the Services involving the making and receiving of telephone calls is thus referred to as Voice over Internet Protocol (“VoIP”) telephone service. In addition to the server hosting the telephone system, LISS also provides telephone service (i.e. a dial tone or connection to the public telephone network) and such handsets and/or other equipment as is described in the applicable Order. The telephone service and any handsets or other equipment are provided through third-party suppliers and are Third-Party Products and Services within the meaning of the MSA.

### **1.2. Support Services**

In connection with the Cloud PBX Hosting Services that are within the scope of a Service Contract, we will provide support services in accordance with Section 3.3.

### **1.3. Services Excluded**

Services not specifically described in this Service Attachment are excluded from Service Contracts for Cloud PBX Hosting Services.

Without limiting the foregoing, support for the Cloud PBX Hosting Services does not include support for matters that are related to the telephone system provided but go beyond assistance with the use of the telephone system itself, such as problems with Client’s Internet service; modems, routers or other equipment used to connect to the Internet; or internal network, network wiring or wireless network connectivity.

Support for these types of problems or for other matters that go beyond assistance with the use of the telephone system itself requires a separate Service Contract for Managed IT Support Services or will be billable as Supplemental Services or Project Services, as applicable.

## **2. FEES**

### **2.1. Implementation Fee**

Prior to the delivery of the Services, LISS may require the payment of a one-time fee for setting up and connecting the Services. LISS will identify such fee in the applicable Order, and Client shall pay the fee in accordance with the payment terms set forth in the Order. LISS shall have no obligation to continue with the delivery of the Cloud PBX Hosting Services until it receives payment of such fee.

### **2.2. Service Fees**

For the ongoing Cloud PBX Hosting Services, Client agrees to pay all monthly service charges, usage-based charges, rental fees and other charges and fees (collectively, “Monthly Service Fees”) agreed to in each Order. Monthly Service Fees are payable in advance (i.e. at the beginning of the monthly service period to which they apply), except that Client will be invoiced in arrears for any usage-based charges, unless otherwise indicated in the Order.

### **2.3. Client Delay**

If LISS is unable to commence delivery of the Cloud PBX Hosting Services on the start date set forth in the applicable Order or otherwise agreed upon by the parties because of any failure on your part, including but not limited to the failure to provide access to your resources in a timely manner, you nonetheless will begin to incur Monthly Service Fees, which you shall pay beginning on the agreed-upon start date.

### **2.4. Taxes & Regulatory Fees**

Without limiting the generality of Section 2.4 of the MSA, LISS reserves the right to pass through to Client any regulatory fees, including, without limitation, E911 service fees or universal service fees that might be imposed upon the Services by a government or regulatory agency. If any amounts paid for the Services by Client are refunded by Provider, applicable taxes and regulatory fees may not be refundable.

#### **2.4.1. Regulatory Recovery Fee**

Regulatory Recovery Fee(s) of varying amounts may be charged monthly to offset costs incurred by LISS in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses.

This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee(s) may apply to each account, or to every phone number assigned, including toll free and virtual numbers.

## 2.5. Usage

A pool of two thousand (2,000) minutes per extension per month are included in the VoIP telephone services. Any minute overages will be charged at the rate of \$0.005 per minute.

## 2.6. Metered Service Fees

Directory Assistance calls are billed at \$ 0.99 per call. International Calls are billed at the current retail rate at the time of the call (typically \$0.01-0.03 per minute, though subject to fluctuation).

## 2.7. Timing of Calls

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom LISS must interconnect in order to facilitate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge LISS for a completed call. In these situations, we will charge for the call as if it were answered by the called party.

## 3. SERVICE TERMS

### 3.1. System Requirements

The full and effective operation of the Cloud PBX Hosting Services depends on the following system requirements being met. Requirements that are not met may affect the operation of the Services and the ability of LISS to resolve issues promptly.

- a) LISS does not provide an internet connection. Client is responsible for providing and maintaining a reliable internet connection and sufficient bandwidth to use the Services.
- b) Client acknowledges that the Services will not function in the absence of electrical power.
- c) Network cabling, conduit, electrical, rack space, and any other required construction or trenching are additional charges and not included in the Services.

### 3.2. Client Requirements

Client acknowledges that there are differences between the 911 (emergency) service that is available with a traditional telephone connection and the 911 service that is available with a VoIP telephone connection and that Client understands the limitations of the 911 service associated with a VoIP telephone connection. Client has read and agrees to the terms set forth in Sections 5.2 and 5.3 below.

### 3.3. Support

LISS will use commercially reasonable efforts to respond to requests for assistance with respect to the use of the Cloud PBX Hosting Services within a time period commensurate with the severity or significance of the problem or question at issue. All support requests must be instituted by contacting the HelpDesk in accordance with the procedures set forth in Section 1.4 of the MSA.

### 3.4. Service Level Objectives

LISS will use commercially reasonable efforts to provide the Cloud PBX Hosting Services on an uninterrupted basis, subject to allowances for circumstances beyond LISS' control and required network maintenance as set forth below. In the event of "Service Downtime," which exists when one or more VoIP telephone system users are unable to receive inbound and/or place outbound voice calls, LISS will provide Client with a Service Level Credit as set forth in the following Section 3.5. To be eligible for a Service Level Credit in connection with a Service Downtime Event, Client must open a ticket with LISS' HelpDesk. Service Level Credits for Service Downtime do not apply to call quality.

### 3.5. Service Level Credits

If Service Downtime Events are properly reported to LISS' HelpDesk, you will be entitled to a Service Level Credit in an amount determined by reference to the table below, which will be applied to your next monthly invoice.

Total Amount of Service Downtime	Amount of Monthly Bill Credit
10-30 minutes	1 day's credit
31-60 minutes	2 days' credit
61-120 minutes	4 days' credit
121-240 minutes	6 days' credit
Over 241 minutes	10 days' credit

The number of minutes in all separate and discrete Service Downtime Events that occur during a month will be cumulated to determine the total amount of Service Downtime. The maximum Service Level Credit that will be granted with respect to a monthly billing period is ten (10) days' worth of the recurring Monthly Service Fees.

### **3.6. Exceptions**

Client will not be entitled to a Service Level Credit for Service Downtime due to power failure, internet failure, Force Majeure, outages affecting multiple carriers or a specific geographic area, failure of Client's inside wiring or LAN, failure of other CPE (i.e. customer premises equipment), changes made by Client to the Service, failure of third party equipment, Client's refusal to cooperate or provide access, or any other event beyond the reasonable control of LISS.

### **3.7. Off-Net Service**

Without limiting the generality of Section 3.6, unless Client has entered into a written agreement with LISS for the provision of a T1 line or other dedicated connection between Client's offices or facilities and the server on which LISS provides the Cloud PBX Hosting Services, LISS makes no representation or warranty concerning the functionality or use of Client's connection to the Cloud PBX Hosting Services. In such an Off-Net deployment, Client has obtained broadband internet services from a provider other than LISS and the maintenance of such services is the sole responsibility of Client.

### **3.8. Planned Network Maintenance**

Without limiting the generality of Section 5.3 of the MSA, Service Level Credits shall not be payable in connection with commercially reasonable repairs, upgrades or modifications to LISS' systems or infrastructure that are scheduled in advance.

### **3.9. Emergency Maintenance**

If necessary to avoid imminent harm, prevent further or repeated interruptions on the Service network or in other emergency circumstances, LISS may interrupt the Services on such limited notice, including no notice, as is reasonably feasible under the circumstances and such an interruption shall not give rise to an entitlement to a Service Level Credit.

## **4. TERMINATION**

### **4.1. Early Termination by Client for Failure to Meet Service Levels**

Client may terminate a Service Contract prior to its scheduled expiration date if there is Service Downtime of more than sixty (60) minutes per month for three (3) consecutive monthly billing cycles. In order to exercise such right to terminate, Client must provide LISS with written notice of its intention to terminate within ten (10) business days after the end of such three-month period, in which case the Service Contract shall be deemed to have been terminated as of the end of such three-month period.

### **4.2. Effect of Termination**

Upon the termination for any reason of a Service Contract for Cloud PBX Hosting Services the provisions of Section 4.5 of the MSA, including without limitation the provisions of Section 4.5.3 (pursuant to which LISS shall have the right to delete Client Data following the effective date of the termination of a Service Contract), shall apply. The data that will be deleted includes, without limitation, voicemail messages, music or other on-hold content, and extension lists and other telephone system configuration information.

## **5. LIMITATIONS & RESTRICTIONS**

### **5.1. Best Effort Support**

If Client chooses to use its own handsets, cellular telephones or other equipment not provided by LISS in connection with the Cloud PBX Hosting Services, then the scope of support that LISS will provide with respect to such equipment is limited to Best Effort Support, which means that we will use our best efforts for up to two (2) hours to provide a resolution for a problem. Client acknowledges that LISS may have limited ability to address these types of problems and that support beyond Best Effort Support is not within the scope of the Cloud PBX Hosting Services.

### **5.2. Emergency Calls**

#### **5.2.1. Emergency Calling Service**

When you dial 911, your call is routed from the VoIP network to the Public Safety Answering Point (PSAP) or local emergency service personnel using the address that you provided to us. You acknowledge and understand that when you dial 911 from devices provided or used in connection with the VoIP service, your call may be routed to the general or administrative telephone number for the PSAP or local emergency service provider, and will not necessarily be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls that are made using traditional 911 dialing.

#### **5.2.2. Rogue 911 Calls**

Rogue 911 calls are subject to a \$500 fee per call. "Rogue 911 call" means any call placed to 911 through the VoIP telephone system from an unregistered location. To avoid Rouge 911 charges please ensure that a correct current address is provided for the location from which the VoIP telephone system will be used.

### 5.2.3. Service Interruptions

911 dialing does not function without power and an active internet connection. Should there be an interruption in the power supply, the VoIP telephone service, including 911 dialing, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure affected equipment before using the VoIP telephone service or making a 911 call. In addition, if there is a service outage for ANY reason – including suspension of your account as a result of billing issues – such outage will prevent ALL service, including 911 dialing. LISS IS NOT RESPONSIBLE OR LIABLE FOR ANY EVENTS OR OUTCOMES DURING A SUSPENSION OF SERVICE PERIOD.

### 5.2.4. Contact Information

The address you provide to LISS is the address that is applied to your VoIP telephone service for 911 dialing. Should you need to change this address, you must contact us immediately. It may take up to three business days to effectuate a change of address or to update an address. Failure to provide the correct current physical address and location from which the VoIP telephone service is being used may result in any 911 calls you may make being routed to the wrong local emergency service provider. In addition, it may not be possible to transmit your phone number and/or address to the PSAP and local emergency personnel for your area if you make a 911 call. You may need to state, promptly and clearly, your call-back number and location, as PSAP personnel will NOT have all of this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the VoIP telephone service is not operational for any reason, including without limitation those listed elsewhere in this Service Attachment.

### 5.2.5. Phone Number and Location Changes

If you change your primary phone number, you will not be able to change your 911 address for seventy-two (72) hours. During that time, any 911 calls that you may make will be routed using the address that was in LISS' records before you changed your phone number. 911 dialing does not function properly or may not function at all if you take the handsets or other telephone equipment away from the address or physical location that you have designated.

## 5.3. E911 Acknowledgement

Client agrees and acknowledges that while some VoIP telephone services may, depending on the telephone network through which calls are routed, offer access to E911 service, others may not. (E911 service means Enhanced 911 service, in which the caller's call-back number and/or location information are provided to the emergency service personnel receiving the call.) Client is advised to thoroughly investigate and understand VoIP telephone service and the options available. By entering into a Service Contract, Client acknowledges that it has received the information in this Service Attachment regarding the limitations of E911 services in connection with VoIP telephone systems, understands them, and assumes the risks associated with the E911 limitations. LISS may disclose to the FCC that Client has acknowledged these disclosures regarding E911 limitations by virtue of Client's having signed a Service Contract for Cloud PBX Hosting Services. LISS may update information concerning the E911 service and its limitations from time to time upon notice to Client.

CLIENT ALSO ACKNOWLEDGES THAT VoIP E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE VoIP E911 SERVICES UNSUITABLE FOR SOME CLIENTS. BECAUSE CLIENT CIRCUMSTANCES VARY WIDELY, CLIENT SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON VoIP E911 SERVICE. CLIENT ACKNOWLEDGES THAT IT IS CLIENT'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CLIENT'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH VoIP E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

- a) VoIP E911 SERVICE WILL NOT FUNCTION IF CLIENT'S PHONE, ATA (i.e. ANALOG TELEPHONE ADAPTER OR DEVICE THAT ALLOWS A TRADITIONAL TELEPHONE HANDSET TO BE USED IN CONNECTION WITH VoIP TELEPHONE SERVICE) OR OTHER TELEPHONE EQUIPMENT FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CLIENT'S SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, INTERNET SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CLIENT MAY BE REQUIRED TO RESET OR RECONFIGURE ITS TELEPHONES OR OTHER EQUIPMENT BEFORE BEING ABLE TO USE THE SERVICE, INCLUDING FOR E911 PURPOSES.
- b) AFTER INITIAL ACTIVATION OF THE E911 SERVICE AND FOLLOWING ANY CHANGE OF OR UPDATE TO CLIENT'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC CALL-BACK NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO OUR NOMADIC E911 DATABASES

PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC CALL-BACK NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE

- c) THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING VoIP E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC CALL-BACK NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION, THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.
- d) IF CLIENT DOES NOT CORRECTLY IDENTIFY OR UPDATE THE ACTUAL LOCATION WHERE THE TELEPHONE EQUIPMENT USED IN CONNECTION WITH THE VoIP TELEPHONE SERVICE IS LOCATED, E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.
- e) CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT LISS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER, OR TO ACCESS AN EMERGENCY SERVICE OPERATOR, DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS SERVICE ATTACHMENT.

#### **5.4. Non-Voice Systems; No High-Risk Use**

The Service is not set up to function with equipment that does not have a dialing system specifically designed for use with a VoIP telephone system, including security systems, medical monitoring equipment, TTY equipment, facsimile machines, postage machines and entertainment or satellite television systems. In any event, the Service is not intended or suitable for use with security systems, medical monitoring equipment or any other type of High-Risk Use as defined in Section 16.5 of the MSA.

#### **5.5. Privacy**

The VoIP telephone service utilizes the public internet and third-party telephone networks to provide voice and video communication services. Accordingly, LISS cannot guarantee the security of voice and video communications of Client.

#### **5.6. Services for Client's Own Use; No Resale**

Client represents and warrants that it will be the end user of the Services. Client shall not in any way resell, license, transfer or otherwise permit or suffer any third party to use the Services without receiving Provider's prior written consent.

#### **5.7. International Services**

##### **5.7.1. Foreign Carrier Restrictions**

Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability use the Services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

##### **5.7.2. Foreign Carrier Acts or Omissions**

We are not liable for acts or omissions of other carriers or foreign telecommunications administrations. International calls are priced on the basis of the country and city codes you dial. We are not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

#### **5.8. Collect Call and Operator Services**

We do not offer collect call or operator services via this Service.

#### **5.9. Additional Restrictions**

Without limiting any of the restrictions on acceptable use or other provisions of the MSA:

- a) You shall not use the VoIP telephone service: (1) for making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services; or (2) for international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.
- b) We may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever we deem it necessary to take such action to prevent (1) the unlawful use of Services; (2) nonpayment for Services; (3) the use of the Services in violation of your Service Contract; or (4) network blockage or the degradation of service furnished to you or to other LISS customers.

#### **5.10. Equipment Policy**

The rental and/or purchase of handsets or other equipment from LISS is subject to the following terms:

#### **5.10.1. Equipment Rental**

- a) The monthly rental charges for the rental of any Equipment shall be as provided for in the relevant Order(s).
- b) Client acknowledges and agrees that all Equipment shall at all times be the sole property of LISS (or its suppliers) and not of Client, and Client shall not remove (or permit anyone else to remove) from any such Equipment any notice indicating that such Equipment is the property of LISS.
- c) Client agrees to use the Equipment solely in connection with the Service and otherwise solely in the manner for which the Equipment is intended to be used. If Client is not fully familiar with the use of any Equipment, prior to use Client will contact LISS' customer service for instructions.
- d) Client agrees to use the Equipment solely at the address of Client set forth in the Order(s) (or any subsequent address to which the parties agree in writing) and not to remove any Equipment from such address; provided that this restriction shall not apply to any remote IP Phone or to any other Equipment furnished to Client for use in connection with such remote IP Phone.
- e) If, during the term of a Service Contract, Equipment ceases to function as the result of a defect or normal wear and tear, then LISS will replace the Equipment in question at no cost to Client. LISS will also replace Equipment that is damaged, destroyed or lost, however LISS shall, as set forth in the following paragraphs, have the right to recover the Replacement Cost of any such Equipment from Client.
- f) Upon any expiration or termination of the Service Contract, all Equipment shall be returned to LISS, and Client shall permit LISS to enter upon the premises of Client to remove the Equipment. Promptly after the Equipment has been returned to LISS and LISS has determined that all of the Equipment has been returned and that no Equipment has been damaged (beyond normal wear and tear), destroyed or lost, LISS will return to Client the Equipment deposit then held by LISS with respect to such Equipment, if any. If any Equipment has been damaged (beyond normal wear and tear), destroyed or lost, LISS may withhold any such amount as may be equal to the replacement cost of such Equipment (provided that if such deposit is insufficient to pay the full amount of the replacement costs payable with respect to such damage, destruction or loss, such deposit shall not constitute the limit of Client's liability for such damage, destruction or loss).
- g) Client agrees to pay LISS an amount equal to the Replacement Cost (as defined below) of any Equipment that is destroyed, damaged (beyond normal wear and tear) or lost (whether as a result of theft or otherwise). The term "Replacement Cost" shall mean the fair market value of such Equipment, plus any applicable taxes. Payment of such amount by Client to LISS is due immediately upon Client's receipt of an invoice therefor from LISS.

#### **5.10.2. Equipment Purchase**

- a) Handsets and other telephone equipment purchased by Client are warranted to the extent that a warranty is provided by the manufacturer. Such equipment is not warranted by LISS, however LISS will, as set forth in Section 6.2 of the MSA, assist the Client in obtaining the benefit of any warranty or remedies offered by the manufacturer.
- b) In the event of defects, Client must contact LISS' customer service to obtain a Return Merchandise Authorization ("RMA"). All defective handsets and other equipment must be returned within 14 calendar days from the date of the RMA request. Client must pay for shipping. LISS will pay for any return shipment. Equipment that is mislabeled, damaged in shipment, or lost is the responsibility of the Client and should be researched and claimed through the carrier. LISS must receive the defective equipment before any replacement equipment or other available remedy will be provided.

### **6. WARRANTY**

We warrant that the Cloud PBX Hosting Services (other than those components which are Third-Party Products and Services) shall conform to the description and specifications set forth in the applicable Order or elsewhere in the Service Contract. THE FOREGOING WARRANTY IS SUBJECT TO ALL OF THE LIMITATIONS, DISCLAIMERS AND OTHER RESTRICTIONS CONTAINED IN THE MSA, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 10.2 AND 10.3 OF THE MSA.

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