

## ELASTIC SIP TRUNKING ADDENDUM

### 1. Definitions

**Trunk:** Refers to call session capacity (example: 20 trunks = ability to have 20 concurrent calls).

**Domestic Termination:** Refers to US 48 States, Hawaii and Canada. Alaska, Puerto Rico and US territories are charged separately per minute. International calls are billed at their individual rates.

### 2. Non-provisioned 911 Calls

For each billing cycle, if a Subscriber places one or more 911 calls, but does not have a valid 911 address on file, or dials 911 from a non-geographic number with Broadvoice, the Subscriber shall be charged \$75 for each call placed. These charges are non-negotiable, and Subscriber waives the right to dispute these valid charges.

### 3. Equipment

In some cases, Broadvoice may supply a TDM-to-IP or POTS-to-IP gateway for customers that do not have an IP enabled phone system on a rental basis. Broadvoice is and will remain the owner of all rental paid or free rental devices subject to the Subscriber's agreement with Broadvoice. If any Broadvoice equipment appears to be malfunctioning, the Subscriber must contact Technical Support and work with them to determine if the device is in need of replacement. Only a Technical Support representative has the ability to determine if a device is in need of replacement. If a device is determined to have malfunctioned due to manufacturer defect, a free replacement will be provided at Broadvoice's expense. If a device is determined to have malfunctioned for any other reason, including but not limited to incorrect power supply, customer negligence, misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, alterations or other damage, Subscriber must pay replacement cost for the device.

**3.1 Equipment Returns.** Upon cancellation of services any Broadvoice hardware must be returned in a useable condition at your expense within thirty (30) days of termination of the Service. If you fail to return the hardware in working condition during that period, you agree to pay the full retail price to purchase such equipment.

### 4. Early Termination

In the event that this Agreement is terminated prior to the end of a Contract Subscriber's Contract Term, such Contract Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an Early Termination Fee in the amount that equates to the amount due and payable through the end of the contract term. In the event a Contract Subscriber terminates this Agreement prior to the end of their Contract Term because of a service-related problem, not caused by the Subscriber, that Broadvoice has failed to cure after what Broadvoice determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to Broadvoice in the Subscriber's valid written termination request. Broadvoice must be given in turn the opportunity to resolve the problem and the Subscriber must be willing and able to troubleshoot with Broadvoice to resolve the problem. Broadvoice does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's Internet Service will never constitute a termination request.

### 5. Answer to Seizure Ratio (ASR)

For each billing cycle, if a Subscriber's outbound call attempts (including calls with a duration less than 6 seconds) exceed their completed calls by a factor of three (3) or more, Broadvoice reserves the right to charge an additional \$.003 per call attempt for each call attempted, completed or not, during that billing period. This ratio is calculated at the end of each monthly billing cycle, based on the ASR over the entire billing period. Utilization arising from unacceptable use, such as auto-dialers, abusive calling patterns, or anything causing network congestion can result in suspension without notice or cancellation of service.

## 6. Caller ID Service

Broadvoice sends current Caller ID information with every call placed. Caller ID information is the business name, with a maximum of 15 characters. Caller ID information is not customizable. Broadvoice has no control over the information that any terminating telephone company chooses to display. All telephone carriers update their Caller ID information periodically, but many companies do not update as often as Broadvoice sends updated data. If a disparity is found between the information that Broadvoice is sending and the information that a terminating telephone company is displaying, it is the Subscriber's responsibility to contact the terminating telephone company and request that they display the correct data. Broadvoice is not responsible for errors involving spelling, punctuation, or capitalization of Caller ID information.

## 7. Data Recovery

Data Recovery refers but is not limited to Call Reports, Call Recording, SMS, Contacts, Voicemails and Call Logs. If an active customer wishes to recover data that has been deleted from their account for any reason, Broadvoice will make a best effort attempt to do so; a processing fee may be incurred. This is a single charge regardless of the data size recovered. Recovery of all data is not guaranteed. Data Recovery services are not available on Inactive (canceled) accounts.

## 8. Toll Free Numbers

Toll Free numbers can be attached to any Broadvoice service plan. Toll Free numbers are billed a monthly fee plus \$0.029 per minute, billed in 6 second increments after the first minute.

Termination Destination	Initial Billing Increment	Additional Billing Increments	Rate Per Minute
Toll Free (Inbound)	60 Seconds	6 Seconds	\$0.029

## 9. Billing Increments

Any and all call charges are rounded to the nearest whole penny. Current billing increments for available new plans are as follows:

Termination Destination	Initial Billing Increment	Additional Billing Increments	Rate Per Minute
US Domestic 48 States & Canada	6 Seconds	6 Seconds	Varies by Plan
Calling a Toll-Free Number	6 Seconds	6 Seconds	Included
Broadvoice to Broadvoice	6 Seconds	6 Seconds	Included
International (excl. Mexico)	60 Seconds	6 Seconds	See International Rates
Mexico	60 Seconds	60 Seconds	See International Rates

	Trunk Unlimited Minimum 5 Trunks	Metered Trunk Minimum 5 Trunks
Minutes	Unlimited Inbound Unlimited Outbound	Unlimited Inbound 5k Outbound Lower 48+ CA
Domestic Term	\$0.0000	\$0.02 Per Minute Rate
Origination	\$0.0000	\$0.0000
Toll Free Origination	\$0.0290 Per Minute Rate	\$0.0290 Per Minute Rate

## 10. Transferring Numbers

Broadvoice gives customers the option of transferring telephone numbers to or from our service. If transferring a number away from Broadvoice, it is the customer's responsibility to cancel their service after the number has successfully transferred. Disconnected telephone numbers are not eligible for transfer to or from our service. Cancelling an order to transfer a telephone number to Broadvoice will require a \$100 expedite fee to cancel.

## 11. Acceptable Use on "Unlimited" Services

Broadvoice Sip Trunking and Legacy PBX products are designed for typical business phone use. "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of 99% of customers on a similar calling plan. Utilization arising from unacceptable use, such as auto-dialers, resold service, abusive calling patterns, or anything causing network congestion or disruption can result in suspension or cancellation of service. Broadvoice reserves the right to charge an overage fee of \$0.02/minute for utilization exceeding typical calling patterns.