

ACI SERVICE TERMS – VoIP SERVICES

- 1.1. General. These are additional terms and conditions that apply to the purchase from us by you of our hosted and unhosted (ie SIP trunking (“**SIP Trunking**”)) IP telephony services (together, the “**VoIP Services**”). Terms used and not defined in these terms and conditions have the meanings given to them in the ACI master terms and conditions (the “**Master Terms**”). Our delivery of the VoIP Services to you is subject to the Master Terms. The Order Form applicable to your purchase contains pricing and related information for the VoIP Services.
- 1.2. Early Termination Fees. There are early termination fees applicable to the VoIP Services. They are described in the Order Form, or if that is silent on such fees, in the Master Terms.
- 1.3. ACI Equipment. Upon any cancellation or expiration of the VoIP Services, you shall at your own expense promptly return to ACI all ACI Equipment used for the cancelled or expired Services (for clarity, except for any ACI Equipment that you have purchased from us). When returned the ACI Equipment must be in good condition, reasonable wear and tear excepted, or we may apply administrative charges for repair or replacement of the equipment.
- 1.4. 9-1-1 Service. By using the VoIP Services, you acknowledge all of the information below regarding the limitations of using the Services for dialing 911. **9-1-1 emergency service through the VoIP Services is different than traditional telephone 9-1-1 services.** Following is a description of those differences:
 - (a) Use the Proper Equipment. 911 emergency dialing is only available on equipment provided by ACI for use with the VoIP Services, or, in the case of SIP Trunking, approved by ACI for use with the Services.
 - (b) Different Dispatcher. Customer 911 calls using the VoIP Services may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher will be located at either the Public Safety Answering Point (PSAP) or will be local emergency service personnel designated for the address Customer listed at the time Customer subscribed for VoIP Services.
 - (c) May Not Function During Equipment or Service Failure or Outage. ACI’s 911 service will not function if the related equipment fails or is not configured correctly or if Services are not functioning for any reason, including, but not limited to, power outage, broadband service outage, or suspension or disconnection of Services because of billing issues. If there is a power outage or broadband service outage, related equipment may be required to be reset or reconfigured prior to use of the VoIP Services, including for 911 purposes.
 - (d) Keep Your Service Address Up to Date. 911 dialing will not function correctly if related equipment is moved to a location other than that provided to ACI at the time VoIP Services were activated. In such event, in order to have 911 calling routed correctly, Customer must update the applicable service address by contacting ACI and providing such information.
 - (e) Verify Your Location. The PSAP or local emergency service dispatcher receiving a 911 call through the VoIP Services may not be able to capture and/or retain automatic number of location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, if a person dials 911 using the VoIP Services, that person must immediately inform the dispatcher of its location (or the location of the emergency, if different).
 - (f) Do Not Disconnect. The line must not be disconnected, as the dispatcher may not have a phone number to use to call back. If the caller is unable to speak and describe caller’s location, the emergency dispatcher may not be able to locate the caller. If the caller dials 911 and hangs up the receiver, caller’s call will be disconnected.
 - (g) Possibility of Busy Signal. For technical reasons associated with the possibility of network congestion, with the VoIP Services there is a possibility that 911 calls will produce a busy signal or will take longer to answer, as compared to traditional 911 calls.

You acknowledge that ACI does not offer the 911 services through its VoIP Services as a replacement for traditional 911 services, and that ACI strongly recommends that you always have an alternative means of accessing traditional 911 services. You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP Services of the nature and limitations of 9-1-1 emergency calls on the VoIP Services as described herein, and we have no liability to you or any person arising out of your failure to do so. We provide

stickers that are required to be affixed on any telephone you use to access the VoIP Services. You are required to affix these stickers to such equipment, and we have no liability to you or any person arising out of your failure to do so. Please contact us if you do not have a sticker for any such equipment. Our liability for providing the VoIP Services is limited. Please see the Section titled "Risk Management" in the Master Terms for more information.

- 1.5. Your Responsibility for Charges Incurred Under Your Account. You are responsible for all charges for VoIP Services incurred under your Services account, whether they are incurred by you or by some other person, including persons who gain access to your account without your authorization. The security of your account password and other credentials, and other account information, is your responsibility. If you believe that your account security has been compromised you must notify us by telephone immediately, and you are responsible for all charges incurred under your account until we have had a reasonable opportunity (which may be until the next business day following such notification), after being so notified by you, to change the access credentials for your account.
- 1.6. SIP Trunking. Our SIP Trunking Service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 1010xxx. (Outbound local, 911, outbound 800 calls or 411 calls are only available if the call's originating Automated Number Identification [ANI] is an ACI assigned DID or a DID that has been ported to our systems). All special configurations are subject to our approval and we reserve the right to terminate the Order Form where proper interoperability testing has not been completed when required. We have the right to block any SIP Trunking traffic that we determine, in our sole discretion, may jeopardize the integrity of our network.
- 1.7. SIP Trunking Equipment, Etc. If you purchase SIP Trunking Services from us, except for any ACI Equipment, you are responsible for, at your sole cost: (i) providing all hardware and software necessary to connect and interoperate with our SIP Trunking Services and our network; (ii) providing public IP address(es) for the SIP proxy server, softswitch, and/or other hardware/software solution for the SIP Trunking Services; (iii) providing broadband Internet connectivity (unless you purchase them from us); (iv) providing all other equipment, software and other facilities to be installed at your premises, including without limitation, routers, IP enabled phones and/or an analog terminal adapter; (v) timely inputting, validating and maintaining subscriber information in all applicable national databases, including, without limitation, Automatic Local Identification (ALI) Database, Dynamic Automatic Local identification (DALI) Database, Line Information Database (LIDB) and Caller ID with Name Database (CNAM), using an ACI provided process, tool and/or interface; and (vii) Customer shall not remove Automatic Number Identification (ANI) or otherwise take any action that may affect the integrity of the call detail information that is passed to us as part of the Services.