

TERMS AND CONDITIONS

Attachment A: Hosted Phone Service

1. SERVICE

- 1.1. Service Details.** Company shall provide Customer services indicated on the executed Schedule A: Service Detail Agreement. All services not available in all areas.
- 1.2. Hosted Voice Service.** Hosted Voice requires each line of the service to be in a fixed location unless service includes lines installed in the central office. Voice service provided via SIP trunking. Company Long Distance plan and Company Broadband service required to participate.
- 1.3. Term.** The Term of this Agreement begins on the date that service installation shall be deemed complete and the Service is operational unless noted by Customer that service is not operational and will continue for the Term indicated on the Schedule A: Service Detail Agreement.
- 1.4. Renewal.** At the end of the original term, unless renewed for a new term, both Customer and Company agree that the charges for service will be based on the then current month to month / unbundled rate for equivalent service unless either party gives written notice of its request to renew and both parties enter into a new term Agreement. A new Agreement will be based on new rates without consideration to previous charges prior to the expiration of the previous term.
- 1.5. Special Service Arrangements.** Company does not provide training, consultation services, software/hardware configuration or enhanced service reliability unless otherwise specified in this Agreement.

2. CHARGES AND PAYMENT

- 2.1 Installation Fees and Service Fees.** Customer agrees to pay Company Installation Fees and Monthly Recurring Service Fees indicated on the Services Detail Agreement for which services are applied. *Rates are approximated and subject to change due to regulatory filings and/or equipment cost changes. Rates quoted do not represent pricing of other service providers who may be a part of this service provisioning.*
- 2.2 Billing.** Company will invoice Customer following the service commencement date, payable upon receipt, for the Installation Fee and the Service Fee for the initial billing interval. All subsequent Service Fees shall be invoiced in advance of the service month.
- 2.3 Moves, Adds and Changes (MACS).** Any service work performed after the initial installation and setup, not covered in this Agreement or the Services Detail Agreement, will be billed at the then current standard hourly rate for such service work, with a one (1) hour minimum. Holidays and non-business hours will be billed in accordance to the schedule below:

	Multiplier:
Business Hours	<i>Standard Hourly Rate</i>
After Hours	<i>1.5 times Standard Hourly Rate</i>
Weekends and Holidays	<i>2 times Standard Hourly Rate</i>

- 2.4 Taxes.** Sales and use taxes and all other taxes and levies (excluding those based upon Company income) which are applicable to this Agreement and the provision of Services hereunder shall be borne by Customer (and added to the applicable Service Fee), regardless of whom the taxes or levies are or were imposed upon.

3. SERVICE FACILITIES, MAINTENANCE, AND TESTING

- 3.1 Wiring.** Customer will be responsible for any additional cost that may be incurred for cabling/wiring that is required by Company for installation as necessary to provide service within Agreement. It is assumed that any existing cabling/wiring will be sufficient for this installation. If Company finds your data and/or voice network is not properly wired, installation of equipment/services will be delayed. Company will assess Customer's wiring needs and provide an estimated quote at request. Company adheres to structured cabling industry standard.
- 3.2 Maintenance of Facilities.** Any equipment supplied by Company to provide Services under this Agreement (hereinafter referred to as the "Facilities") shall be maintained by Company. Monthly support charges include back office operations such as provisioning phones and features, programming phone buttons, etc. Customer is responsible for utilizing this phone to help determine wiring issues, equipment failures, etc. before an on-site visit is scheduled. Equipment replacements may be made through standard shipping companies of Company's choice. Customer may not rearrange, move, disconnect, remove or attempt to repair any Facilities except with the written consent of Company. Customer shall make available to Company the Facilities in order to permit Company to make tests and adjustments appropriate for maintaining the Facilities in operating condition. Such tests and adjustments shall be completed within a reasonable time.
- 3.3 Connections.** Company's responsibility for service ends at the demarcation point. "Demarcation" means the point of meeting where the "hand-off" occurs between Company's system and Customer's system. Facilities used by Company in providing Services may be connected with terminal equipment or communications systems provided by Customer. In such a case, facilities and terminal equipment or communications systems provided by Customer or its customers shall be subject to mutually agreeable technical interface specifications.
- 3.4 Equipment Space and Power at Customer's Premise.** To the extent the points of termination of such Services are located on Customer's premises, Customer shall furnish or arrange to have furnished to Company at no charge equipment space and electrical power required by Company to provide Services under this Agreement. The selection of AC or DC power shall be as specified by Company. Customer shall also make necessary arrangements in order that Company will have access to such space at reasonable times for installing, inspecting, repairing or removing Facilities of Company. Company shall have no right to place equipment in space owned or controlled by Customer without the prior consent of Customer. If Customer fails to perform its duties contained in Section 3, Company may terminate this Agreement at its election and recover damages from Customer.

4. LIABILITIES AND WARRANTIES

- 4.1 Liability Limitation.** In addition to any other limitation on remedies or limitations of liability set forth in our Service Catalog or in applicable law or regulations, the Company shall not be liable for any damage arising out of the fault of facilities or equipment furnished by Customer, Customer's agents, subcontractor, independent contractor or anyone acting on behalf of Customer or for any act or omission of Customer in furnishing its services to others.
- 4.2 Music on Hold.** In no event shall Company be liable for Customer using a Music on Hold device or subscription to Music on Hold service with regards to US copyright laws. US laws currently protect the copyright owners from unlawful, unpermitted use of their music titles in over-the-phone broadcast. Copyright laws also apply to the rebroadcasting of any radio program.
- 4.3 Broadband Disclaimer.** Company's Broadband service speed and connection quality may vary by Customer location. Company strives to provision each Customer's circuit up to the advertised maximum speed, however actual speed received by Customer will vary based on multiple variables, such as condition of Customer wiring or the electromagnetic interference on Customer's circuit, Customer computer configurations and/or Internet backbone or Internet/network congestion and server speeds of websites accessed. These variables can cause broadband service speed to perform at less than the maximum speed advertised. Company does not guarantee maximum speeds.
- 4.4 Copyright or Trademark Infringement.** Using Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of

photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software as covered by the Digital Millennium Copyright Act are prohibited.

4.5 Security and Acceptable Use. Customer shall be responsible for the security and protection of Customer's own equipment, network, and data beyond the demarcation point. Customer shall abide by the Company's Acceptable Use Policy and avoid engaging in any activity which would compromise customer privacy or system security or otherwise gain unauthorized access to or harm any system, data, or network. Customer shall indemnify the Company and its employees for any and all losses, damages, and costs associated with acts or omissions of Customer that result from Customer's abuse or misuse of the Service.

5. ENHANCED 9-1-1 SERVICE TERMS AND CONDITIONS

5.1 Generally. Hosted Voice service is a voice over Internet protocol service. The Federal Communications Commission requires Company notify Customer regarding certain requirements and limitations of Enhanced 9-1-1 services (hereinafter referred to as E911) of this voice offering. In no event will Company be liable for any damage arising out of or related to Hosted Voice service and/or this Agreement as a result of Hosted Voice service not being fully functional. It is Customer's responsibility to notify its users of the E911 Terms and Conditions associated with Hosted Voice service associated with this Agreement.

5.2 Address. Customer must completely and correctly identify the E911 premise address of each telephone number where service is installed. Unless otherwise specified, Customer's Service Address will be provided to E911 emergency operators for emergency calls made from telephone numbers associated with this Agreement. If address is not accurate, emergency calls may be routed to the wrong emergency authority and/or emergency personal may be directed to the wrong address. Customer must notify Company to move Hosted Voice services to a new service address. If equipment associated with this service is moved to another location without notification to and installation by Company, E911 service may not operate properly and emergency operators may be unable to correctly identify the address associated with Customer's emergency. When Customer initiates service or makes a change in service locations, there may be a delay before the address or change in address is updated in the E911 database.

5.3 Numbers Outside Local Exchange Area. If Customer has ported in a telephone number from an exchange that is not within the Company exchange area, emergency personnel may be unable to determine the location from which the Customer is calling.

5.4 Broadband Connection. Customer accepts and understands that Hosted Voice service will not allow calls to be placed or received, including E911 assistance, if broadband connectivity is unavailable or degraded, regardless of cause.

5.5 Power Outages. While Customer's voice service may include a battery backup that provides a limited period of service in the event of a power outage, commercial power is necessary to provide uninterrupted service. Customer accepts and understands that Hosted Voice service will not allow calls to be placed or received, including calls to E911 assistance, in the event of a power outage and the battery power has been exhausted or is not functional.

5.6 Soft-Client or Mobile Application. Customer accepts and understands that calls for E911 assistance will not be available with soft-client or mobile applications.

6. TERMINATION

6.1 Termination Charge. Company and Customer agree that in consideration for termination, charges will be based on Term and Bundle Pricing referenced in Service Detail Pricing in correspondence with the Service Agreement and any applicable Addendums. In the event of termination of services prior to fulfilling term of Agreement by Customer (including temporary suspension of service), unless otherwise specified by Company, Customer agrees to pay A) \$100 cancellation fee, B) fulfill remaining balance of term in full within 30 days of cancellation, C) reimburse Company any

waived charges including, but not limited to, construction and installation charges.

7. MISCELLANEOUS PROVISIONS

7.1 Company Business Schedule.

7.1.1 Business Hours are defined as between 8:00 am and 5:00 pm EST, Monday through Friday, excluding Holidays.

7.1.2 After Hours are defined as between 5:00 pm and 8:00 am EST, Monday through Friday, excluding Holidays.

7.1.3 Weekends are defined as between 5:00 pm Friday through 8:00 am Monday.

7.1.4 Holidays are defined as the twenty-four (24) hour period for each Company observed Holiday. Holidays include (Note: Recognized Holidays are subject to change):

- New Year's Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day (2 days)
- Christmas Eve
- Christmas Day

IN WITNESS WHEREOF, the parties have executed these Terms as of the day and year first below written.

Altamaha Electric Membership Corporation
Signature:
Printed Name:
Title:
Date:

Customer
Signature:
Printed Name:
Title:

Date: _____

**SCHEDULE A:
Service Detail Agreement**

TO AGREEMENT DATED _____
Between _____ and
Altamaha Electric Membership Corporation

The following services are to be provided by Company for a term of _____:

1. Class of Service: _____

Number of Lines: _____

The total monthly charge for services shall be \$_____ with a one-time Service Order Charge of \$_____.

The requested due date for these facilities and services is:_____.

Additional Notes:

AGREED, THIS _____ day of _____, 2021

Altamaha Electric Membership Corporation

Customer

By: _____

By: _____