

**VOIP SERVICES**  
**ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These VoIP Services Additional Terms and Conditions of Service (these “VoIP Services Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of VoIP Services offered by Granite and/or its affiliates through contracts with its Provider(s). These VoIP Services Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE VOIP SERVICES TERMS OF SERVICE, CUSTOMER MAY NOT USE VOIP SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH VOIP SERVICES IMMEDIATELY. These VoIP Services Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all VoIP Services:

**1. Services.**

1.1 Description of Services. “VoIP Services” shall mean, and consist of, one (1) or more of the following Services: (a) “SIP Trunking” (session initiation protocol trunking); (b) “Hosted PBX” (i.e. hosted private branch exchange services); (c) SIP primary rate interface services (“SIP PRI”); (d) “Hosted Voice” (i.e. Internet-based dial tone services for 2-way voice communication with limited feature sets); (e) Virtual Auto Attendant (i.e. answering and routing of calls); (f) Virtual Voicemail; and (g) other Voice over Internet Protocol (VoIP) services, which may include basic voice, including local and long distance services and features.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide VoIP Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide VoIP Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Granite to provide VoIP Services.

(c) VoIP Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and/or either provided by Granite or otherwise approved by Granite

and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for VoIP Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer's instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

### 1.3 Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises.

(b) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any VoIP Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon the Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

1.4 Provisioning. Customer must provide Granite with (i) a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing VoIP Services to Customer; and (ii) detail inventory of telephone numbers to be ported to Granite, and (iii) for each telephone number being ported (A) account name, (B) account address, and (C) account number. Customer acknowledges that the provisioning of VoIP Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of VoIP Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite. Granite and/or its Providers will evaluate, design and provision VoIP Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with VoIP Services.

1.5 Customer Provided Bandwidth. If Customer chooses to order VoIP Services utilizing its own separate Internet connection, whether or not ordered from Granite or a third party provider (i.e. "customer provided bandwidth, "CPB" or "over the top") and not order such VoIP Services over Granite MPLS Services, then the following conditions apply: (a) such VoIP Services shall be considered a "best efforts" VoIP Services, which means that Granite will not provide any service level agreements, warranties or guaranties, including, without limitation, for the voice quality; (b) Customer is responsible for (i) procurement, sizing, installation, configuration and operation of the CPB, (ii) maintenance, repair and replacement of CPB, and (iii) installation and activation CPE for the VoIP Services, in each case unless Customer separately contracts with Granite to provide such services, and (c) Customer network at such locations meets Granite's requirements for such VoIP Services.

### 1.6 Hosted PBX Services.

(a) Unless otherwise provided in Service Order Documents executed by Granite, Hosted PBX Services include the following: (i) monthly recurring seat charges, (ii) features (based upon the package selected by Customer on the Service Order Documents and specifically excluding those features set forth in Section 1.6(b)), (iii) local usage; and (iv) a long distance usage package per seat per month. Depending on the specific long distance usage package, Customer may pool the allotted long distance usage over the number of seats at the same location. Customer will be charged at Granite's then current MOU overage rate for long distance usage in excess of the amount set forth above.

(b) Unless otherwise provided in Service Order Documents executed by Granite, all other services and features will not be included in the Hosted PBX Services and will be provided at an additional charge, including, but not limited to: (i) directory listings, (ii) non-published, (iii) international calling and offshore calls to U.S. territories, (iv) directory assistance calls, (v) toll free services, (vi) call completion and any other pay-per-use features, (vii) all repair services, and (viii) non-recurring charges, including, but not limited to, service order charges, installation fees, no trouble found fees, and tag and locate fees.

1.7 SIP Trunking Services; Bursting. If selected by Customer as part of the SIP Trunking Services, Customer may order and purchase the ability to burst or go over the number of purchased SIP trunks when Customer's call volume so requires. For Customers selecting the bursting option, Granite will calculate for each calendar month the highest daily number of concurrent SIP trunks used in excess of the SIP trunks purchased by Customer. Granite shall bill, and Customer shall pay, an additional MRC for each such additional SIP trunk at Granite's then current rate for such bursting.

1.8 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Services that is reasonably expected to interrupt VoIP Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service, via telephone or e-mail, no less than two (2) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Services, Granite's may interrupt VoIP Services for scheduled maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide notice when possible (provided, Granite shall not be liable for any failure to provide such notice or for its Providers failing to provide such notice). Except as otherwise provided in the Agreement, Customer shall not be entitled to receive any remuneration for such schedule interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Services or Off-Net Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer, as soon as reasonably practicable, of any such emergency maintenance activity that materially and adversely impacts any VoIP Services.

1.9 Call Duration, Fraudulent Calls, Etc.

(a) All user traffic must be "IP Originated" which means voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP adapter, etc.) to a TCP/IP gateway. Traffic identified as non-IP Originated is subject to incremental surcharge per minute on all calls.

(b) Each call's jurisdiction shall be determined by the geographic original point attributed to the outpulsed, valid Automatic Number Identification (ANI) and Customer's called number. Customer is required to utilize and outpulse ANIs that are registered with the North American Numbering Plan Administration (NANPA) and which have been provided to Granite prior to outpulse. Unless otherwise approved by Granite in its sole and absolute discretion, Customer may not outpulse anonymous phone numbers, defined as those numbers that do not conform to a Customer-provided ANI (i.e. 8XX) or otherwise have an indeterminate jurisdiction. Anonymous numbers may be blocked, failed or billed at intrastate rates based on the rates applicable to Customer's physical location where the call originates.

(c) Customer shall indemnify and hold Granite harmless for any and all costs, expenses, claims, or actions (including reasonable legal expenses) in all proceedings arising from fraudulent usage, of any nature, of the VoIP Service(s), including, but not limited to costs arising from international usage or long duration calls. Customer shall not be excused from paying Granite for VoIP Service(s) provided to Customer or any portion thereof on the basis that fraudulent usage comprised a portion of the charges or on the basis that Granite did not block Customer's international calling ability. In the event Granite discovers fraudulent usage, nothing contained

herein shall prohibit Granite from taking immediate action that Granite deems to be reasonably necessary to prevent such fraudulent usage from taking place including, without limitation, blocking, re-blocking, or terminating VoIP Service(s) to or from specific locations, provided that Granite shall not be required under any circumstances to take such action. The parties agree that Customer shall be responsible for any fraud, unauthorized use, and is required to provide total payment of charges associated with such fraud and unauthorized.

(d) Granite's fair use policy ("Fair Use Policy") is to prevent abuse, fraud or unreasonable exploitation of Granite's unlimited usage service plans, as applicable, and unreasonable overutilization of Granite's facilities. Granite's unlimited calling plans are intended solely for normal commercial use. Granite's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Granite's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. Granite has other plans applicable for such applications and businesses. Granite reserves the right to monitor call traffic patterns and determine, in its sole discretion, what is normal usage. For unlimited calling plans, Granite may apply a surcharge per minute of use to the number of minutes by which Customer's usage exceeds this normal usage.

(e) Customer shall not pass 900, 500, 700, or invalid numbers.

(f) Customer is aware and acknowledges that Granite has no control over the international routes of its Providers. Therefore, Granite cannot assure or guarantee calls/voice quality for all international traffic. Customer agrees that all calls completed will be considered valid and billable, regardless of call quality.

(g) If Customer wishes to block international calls, Customer must ensure that such request is in writing, in the body of the Service Order for the VoIP Services for which international blocking is to be applied. Any such blocking request that is not in writing will not be valid. For the purpose of call blocking, "international" refers only to those calls using a 011 prefix. Thus, for example, phone calls from the United States to Canada are not International calls and cannot be blocked. It is Customer's responsibility to understand the limits on any call blocking functionality. Granite, in its sole discretion, may block calls to certain countries based on the risk of fraud, provided, Customer may request Granite to unblock such countries and in such event shall be responsible for all calls to such countries.

(h) A call is considered completed when it is answered by either a live person, or by voicemail systems, answering machines, private branch exchanges, or interexchange switching equipment. Granite begins billing at call pickup. In the event more than forty percent (40%) of total call attempts (inbound, outbound or toll free) in a billing period are abandoned or incomplete for any reason, Granite reserves the right to disconnect the seat/circuit and/or to charge, and Customer shall pay, an additional surcharge per abandoned call during such billing period.

(i) If in any given month more than ten percent (10%) of Customers calls are six (6) seconds or less in duration ("Short Duration Calls"), then Granite will assess a surcharge for such Short Duration Calls per call.

(j) During the Service Term, Granite will monitor Customer monthly call distribution and identify excessive traffic originating from or terminating to a high cost area ("HCA") defined as high-cost LATA's/OCN's and certain non-Regional Bell Operating Company areas. If the total amount of HCA minutes exceeds 30% in a given month, then a surcharge will be applied to all minutes in excess of 30% in the following invoice.

(k) Granite reserves the right to monitor Customer's calling patterns. Should Granite determine Customer has exhibited calling patterns that are uncustomary or exceed normal outbound to inbound ratios, Granite reserves the right to assess either a one time or rate per minute surcharge on all inbound calls.

(l) International calls terminating to a wireless device, such as a cellular phone, pager, personal computer, or personal digital assistant may have a separate higher rate applied. Customer shall be responsible for payment of any additional charges as a result of the applied rate, which will appear as an international mobile termination charge on Customer's bill.

1.10 **Music On Hold Service.** Customer may also be purchasing Granite's music hosting services (the "Music Hosting Services"), which may be purchased separately. Customer grants to Granite and its Providers a non-exclusive, worldwide, and royalty-free license for the term of these Music Hosting Services to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer's content as necessary for the purposes of rendering and operating the Music Hosting Services. If Customer provides Granite with material that Customer wishes Granite to host (e.g., custom music for Customer's music on hold) ("Custom Materials"), Customer represents and warrants that Customer has obtained and will maintain all necessary and appropriate rights, approvals and/or licenses for use of the Custom Materials. Customer agrees to indemnify and hold Granite, its officers, directors, employees, affiliates, Providers, other suppliers and shareholders harmless for all third party claims arising out of use of the Custom Materials. Customer expressly: (a) grants to Granite and its Providers and other suppliers a license to cache materials distributed or made available for distribution via the Music Hosting Services, including content supplied by third parties and (b) agrees that this caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights. Customer shall indemnify and hold harmless Granite (including its reasonable attorneys' fees and expenses) in connection with any claim or violation of any intellectual property rights in related to materials distributed or made available for distribution via the Music Hosting Services.

1.11 **VoIP Assurance Plan.** If selected by Customer, the "VoIP Assurance Plan" may include, for a monthly recurring charge based on the package ordered by Customer: (a) maintenance for equipment, service and repairs; (b) 24/7/365 remote alarm monitoring; (c) on-site and/or remote support; (d) second-day parts replacement; and (e) first response priority. Other charges may apply. Customer may cancel the VoIP Assurance Plan within ten (10) days of the Service Start Date without charge. Following ten (10) days after the Service Start Date, the minimum service term for the VoIP Assurance Plan is thirty (30) days. Should Customer fail to provide reasonable access to Granite to diagnose and/or repair service issues, Granite will be excused from performance and Customer may be subject to a no-access charge.

1.12 **Alarm Systems and VoIP Services.** To the extent that Granite provides VoIP Services which Customer utilizes for transmission of alarm system signals, Customer acknowledges that Granite is not responsible for the functionality of such alarm systems and signals. Customer understands that VoIP Services and other Services are not infallible. Customer specifically acknowledges that Granite does not represent or warrant that the transmission of alarm signals will not be interrupted, circumvented or compromised. If VoIP Services are not operative, no alarm signals can be received by the monitoring station. Customer understands that VoIP Services may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond Granite's control. The use of VoIP Services or other internet-based telephone service may prevent from the transmission of alarm signals at any time, and/or interfere with the telephone line-seizure features of Customer's alarm system. In the event Customer elects to use VoIP Services for alarm lines; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. Customer accepts full responsibility for alarm system compliance with the authority having jurisdiction.

**2. Rates and Charges.** Rates and Charges for VoIP Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such VoIP Services and may vary depending on VoIP Service type, features, equipment and other costs required to deliver the VoIP Service to Customer.

**3. Service Term.** The initial minimum Service Term of all VoIP Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing all VoIP Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may

be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

**4. Early Termination Fees.** If any specific VoIP Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the last three (3) months average billings multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific VoIP Services (including the remaining portion of any amortized CPE), plus, (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate VoIP Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other incentives provided by Granite to Customer.

Dated and effective as of May 8, 2018