



SCHEDULE OF HOSTED PBX SERVICES

UNISERVE COMMUNICATIONS CORPORATION (UNISERVE) HOSTED PBX SERVICES

If this Schedule of Hosted PBX Services is identified in an applicable Statement of Work (“SoW”) as forming part of Customer’s Agreement with Uniserve, then this Schedule forms part of that Agreement (which includes, without limitation, that SoW and the Master Services Agreement (“MSA”) currently located at <https://enterprise.uniserve.com/wp-content/uploads/2019/12/Uniserve-MSA.pdf>). Please read the MSA, applicable SoW, and this Schedule carefully. Any capitalized terms used but not defined in this Schedule, may be defined in the MSA or SoW, and such definition applies hereto. This Schedule is subject to the terms and conditions of the MSA. If there is a conflict between this Schedule and the MSA, the MSA will prevail unless this Schedule expressly states that it will govern. This Schedule may be modified by Uniserve in accordance with the MSA.

9-1-1 NOTICE: The Hosted PBX Services are provided via voice over internet protocol (“VoIP”). Due to the nature of VoIP, there are certain limitations with respect to 9-1-1 services and availability when using our Hosted PBX Services. Please carefully read our **IMPORTANT 9-1-1 INFORMATION** set out in our attached E911 Disclosure Addendum. Customer must ensure all users of the Hosted PBX Services read the E911 Disclosure Addendum.

E911 services are not available when connecting to the Hosted PBX services via an app installed on a mobile device.

In summary, the E911 Disclosure Addendum states that any E911 calling capability associated with Service: may not be available during an electrical power outage affecting the Service location; will not be available if Customer’s internet service has been disrupted and not restored; will not be available if Service has been discontinued for any reason, including Customer nonpayment; may not be available at locations other than the location for which a Service address has been furnished to UNISERVE; may not be available or may be routed to emergency personnel unable to respond, if Customer has moved phones to a location other than one for which a Service address has been provided to UNISERVE; may be delayed or unavailable due to network congestion or other problems affecting the network.

Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response service, such as a traditional landline or mobile telephone, and to inform its authorized users of emergency calling alternatives available to them;

I. Service Description

UNISERVE Hosted PBX Service (“Hosted PBX Service”) is a service offering consisting of (i.)

Professional Services project management and turnkey implementation of the UNISERVE-provided Hosted PBX solution and network services; (ii.) the provision of Hosted PBX manufacturer hardware and software applications, telephone handset(s) and related applications (collectively “PBX Equipment”) at Customer-specified service location(s) (“Premises”); (iii.) the furnishing of voice and data access, local, and long distance services; (iv) the service and support of PBX Equipment at such Premises; (v.) on-going lifecycle management; (vi.) remote moves, adds, and changes; (vii.) proactive monitoring and alerting.

Service is provided, in part, via an IP PBX that accommodates customers with IP telephone stations and allows access to UNISERVE’s network.

The Service provides basic voice service calling features with each telephone number ordered. In order for Customer to qualify for IP telephone handsets for use in connection with the Service, Customer must qualify itself as IP-ready. UNISERVE will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Customer as detailed in the accompanying design document.



II. Agreement; Price Changes; Service Requirements and Restrictions

1. Pricing and Price Changes. Cancellation of Service by Customer after Service is ordered, but prior to Service availability will result in early termination charges. Changes to an accepted PBX configuration prior to its installation will result in configuration change charges. Tariffs may apply to the Hosted PBX Services and result in additional charges.

Refusal by Customer to accept Service upon its availability will result in a "Not Ready for Service" or delay charge. UNISERVE may modify the rates and prices for Service. If it does so, UNISERVE will notify Customer in writing in advance of any price increase in accordance with the requirements set forth in the MSA but any price reduction will be effective without notification to Customer.

a. Active Seat Charge. The Active Seat Charge incorporates the following system, telephone, network, and service and support elements: Telephone station IP license, Call origination and termination within the 48 Contiguous United States and Canada User Voice Mailbox System service and support

b. Applications. Manufacturer and third party applications will be listed under separate line items and are not included under the Active Seat Charge. Applications may include the following: Auto Attendant, Call Center Agents and Queues, Call Accounting, Faxing, and Voice Mailbox (standalone).

2. Security Deposit. If Customer has a past due balance in two (2) or more billing periods, consecutive or separate, UNISERVE reserves the right to require, and Customer agrees to promptly pay, as a security deposit one (1) month's Service Fees and one (1) month's average Long Distance Service charges as a security for the performance by Customer of its obligation under this Agreement. Security Deposit will be applied as credit back to Customer in the last monthly invoice of the original term of this Agreement.

3. Customer-acknowledged / approved detail of network services including, but not limited to: complete and correct inventory of the Customer's telephone numbers to be ported to UNISERVE (as required).

4. Customers porting telephone numbers from hosted PBX providers are required to provide a Customer Service Record from their previous provider that details the following:

a. Customer Account Name

b. Customer Account Address

c. Customer Account Number

d. List of telephone numbers porting to UNISERVE. Services and accompanying PBX Equipment to be provided by UNISERVE. Customer contact information that includes telephone number and valid email address

5. Service Restrictions. Under no circumstance may Customer or its employees, agents, contractors or subcontractors move the PBX Equipment furnished as part of Service. UNISERVE reserves the right either to discontinue furnishing Service or to move Customer to an alternative usage plan or product if Customer's usage, in UNISERVE's sole discretion, is deemed not to be that of a typical business user or if the Service is being used by Customer for any prohibited application. Customer will remain responsible for any applicable early termination charges if Customer chooses to terminate Service as a result of UNISERVE's discontinuation of Service or UNISERVE's modification of Customer's usage plan or product.

Without limiting the generality of the foregoing, Customer shall not use the Hosted PBX Services for, or in connection with, any of the following activities:

a. Autodialing;

b. Telemarketing;



- c. Fax broadcasting or blasting;
- d. Continuous or large-scale call forwarding.

Customer shall not resell the Hosted PBX Services to any third party. Customer agrees that only Customer and its employees may use the Hosted PBX Services and only for Customer's internal business purposes. Customer may not charge a fee for access to the Hosted PBX Services.

Uniserve may, without prior notice, restrict or suspend access to the Hosted PBX Services if Uniserve determines, in its sole discretion, that Customer's use of the Hosted PBX Services has exceeded reasonable usage limits. In such circumstance, Customer must contact Uniserve to request restoration of full services and may be required to pay additional fees.

Customer shall not remove any warning labels or stickers attached to the PBX Equipment.

6. Monitor Use. Customer agrees that Uniserve has the right (but not the obligation) to screen and monitor Customer's use of the Hosted PBX Services and to screen, monitor, and retain content that Customer obtains or accesses through the Hosted PBX Services, if: Uniserve is of the belief (in Uniserve's sole and arbitrary discretion) that: (a) Customer has breached the Agreement; (b) such acts are necessary to comply with any Laws, or court orders, or subpoenas; (c) such acts are necessary to manage Uniserve's provision of the Hosted PBX Services; (d) such acts are necessary to respond to allegations of criminal or civil wrongdoing; or (e) such acts are necessary to protect Uniserve or other users of our Services. Customer acknowledges and expressly consents to Uniserve, accessing, preserving, and disclosing Customer's account information if required to do so by Law or if in good faith Uniserve believes that such disclosure is reasonably necessary to: (i) comply with legal process; (i) enforce the Agreement; (c) respond to claims that Customer, or someone using Customer's account, has violated the rights of third-parties; (d) respond to Customer's requests for customer service; or (e) protect the rights, property, or personal safety or security of Uniserve, or Uniserve's affiliates, staff, customers, or the public.

7. Additional Monitoring. Uniserve may also monitor supported PBX Equipment for the following purposes:

- a. remote diagnostics and corrective actions;
- b. to determine applicable charges; and
- c. to verify compliance with applicable software license terms and restrictions.

8. Service Interruptions. Customer acknowledges that the Hosted PBX Services may be interrupted by events out of Uniserve's control, such as: power outages, telecommunication facilities failure, loss of internet services, or other Force Majeure Events.

9. Right to Terminate. Without limiting Uniserve's other termination rights under the Agreement, UNISERVE's provision of the Services to Customer is at UNISERVE's option, and UNISERVE reserves the right to determine, in its sole discretion, not to arrange for or to discontinue provision of such Services and to terminate this Agreement for any reason whatsoever by giving Customer not less than one hundred and twenty (120) days prior written notice thereof.

III. Default; Remedies; Assignment and Disclaimer of Warranty

1. Default., Customer will be in default under this Schedule if:

- a. Customer abandons or vacates the Premises; or
- b. Customer breaches the lease or other occupancy agreement under which Customer has the right to occupy the Premises and such breach is not cured within any cure period provided therein; or
- c. Without the prior written consent of UNISERVE, Customer disconnects, discontinues or decreases the use of the Service or PBX Equipment described in the MSA.



2. Remedies upon Default

a. Upon the occurrence of a default by Customer, UNISERVE will have the right to terminate the Service(s) and, at UNISERVE's option, to collect all future Monthly Recurring Charges to which UNISERVE is entitled hereunder during the remainder of the then current term of this Agreement, either in a lump sum, or as provided for hereunder. The parties agree that such amount is a fair and equitable amount as liquidated damages. UNISERVE will also have the right to enter upon the Premises to repossess or move any PBX Equipment. Security deposits, where applicable, will be credited against the undisputed charges before additional collection is required.

b. The above right shall be cumulative and in addition to any other rights or remedies available to UNISERVE at law or in equity.

3. Recordings Disclaimer. Uniserve has no liability for any recordings stored on the PBX Equipment or otherwise through the Hosted PBX Services ("**Recordings**"). Customer is solely responsible for backing up all Recordings. Customer acknowledges that recording services provided through the Hosted PBX Services do not meet the Payment Card Industry Data Security Standard (PCI DSS).

4. Third Party Equipment. Customer shall only use Uniserve approved equipment to connect to the Hosted PBX Services. Uniserve has no liability for any losses incurred by Customer's use of the Hosted PBX Services with equipment that has not been approved by Uniserve.

5. No Operator Services. The Hosted PBX Services do not include operator services (typically accessed by dialing 0). Consequently, emergency services cannot be accessed by dialing 0.

6. E911 Limitation. In addition to the limitations set out in the E911 Addendum, Customer acknowledges and agrees that E911 services are not available through mobile devices connected to the Hosted PBX Services (e.g. E911 is not available when connecting to the Hosted PBX Services via an app installed on your smart phone or other mobile device).

IV. Local Services

Where Customer is being provisioned with local services that are tariffed, applicable tariffs, which may be modified by UNISERVE from time to time in accordance with law, will govern the provision of local service furnished as part of the Hosted PBX Service. All local service related rates, charges and surcharges apply to the voice portion of Service, e.g., Local Directory Assistance, Local Operator Services and Directory Listings.

V. Long Distance Services

1. Hosted PBX Service includes an allotment of inbound and outbound domestic long distance calling minutes subject to the limitations and usage requirements described below. Charges for international long distance calling will be billed at the then current service rates reflected at home.uniserve.com/telephone. In addition:

2. The minimum charge for a call is sixty (60) seconds, and each call will be billed in sixty (60) second increments with rounded up to the next whole minute.

3. Directory Assistance (411) will be charged at the then current service rates.

4. Conference calling charges will be billed at then-current service rates.

VI. Service in Locations where UNISERVE is not the Voice and/or Data Network Service Provider

1. Customer acknowledges that it may have Quality of Service ("QoS") issues or other service related interruptions with circuits provided by a third party carrier (collectively "Third Party Issues").



2. Third Party Issues could adversely affect Customer's communication solutions, including, but not limited to, inbound and outbound 4 digit dialing, and voicemail service. UNISERVE is not responsible for such issues and Customer agrees to assume all responsibility for resolving any Third Party Issues.

VII. PBX Equipment

1. If UNISERVE or its contractors and agents provide Customer with the PBX Equipment needed to use Hosted PBX Service, UNISERVE will retain all rights, title and interest in PBX Equipment and such rights, title and interest in said PBX Equipment shall not vest in Customer or any third party. PBX Equipment delivered to Customer is only to be used in conjunction with the Hosted PBX Service and Customer is not authorized to use the PBX Equipment for any other purpose. UNISERVE may terminate the Agreement and remove the PBX Equipment from Customer's premises if the requirement in the preceding sentence is violated. Customer will take all reasonable measures to protect and care for the PBX Equipment as it would its own equipment. Customer shall be responsible for all loss, damage or destruction of the PBX Equipment from the date of delivery to Customer's premise until the date the PBX Equipment is removed from Customer's premises by UNISERVE or its contractors or agents. Upon termination or expiration of the Agreement, the PBX Equipment must be in the same condition as when originally delivered, normal wear and tear accepted. If PBX Equipment cannot be recovered by UNISERVE, or if PBX Equipment is damaged beyond the ordinary wear and tear resulting from its use, Customer will be liable to UNISERVE for either the replacement value of the PBX Equipment or its repair costs, both of which shall be determined by UNISERVE.

2. Customer-provided equipment. Customers providing their own equipment shall present an itemized list of equipment to be included in the accompanying design document. PBX Equipment provided shall meet all manufacturer's interoperability specifications and vintage or firmware requirements for solution detailed in the accompanying design document.

3. Clarification. For clarity, the PBX Equipment forms part of the Equipment defined in the MSA.

VIII. Customer Moves, Adds, and Changes & Upgrade Policy

Only authorized Customer contacts can request changes to the Hosted PBX Service. UNISERVE will provide Customer with an order number and a requested service date. The following remote Moves, Adds, and Changes ("MACs") are included in the Hosted PBX Service program:

1. Telephone button programming (e.g. user extension, auto dial button)
2. Station name change
3. Telephone set coverage / "ring to" change (e.g. call forwarding, busy no answer, etc)
4. Remote Care end-user feature training / Q&A
5. Call Restriction change
6. Hunt Group change
7. Speed Dialing
8. Password resets
9. Voicemail – Programming change
10. Incoming call routing
11. Short code creation



Upon customer initiating a Remote MAC service request, work will be completed within (24) UNISERVE business hours during normal 8 am- 5pm, M-F hours within the Customers service address time zone. Note that certain remote software changes may require a reboot of the system to take effect. Moves, Adds, and Changes not listed above will be charged at then current service rates.

12. Upgrades.

- a. Upgrades will be co-terminus with the current service agreement unless otherwise defined within amended contract.
- b. Customer will be charged and agrees to pay a non-recurring charge as designated by UNISERVE in connection with related configuration, installation & training.
- c. UNISERVE will adjust and Customer agrees to pay applicable additional monthly recurring charges for equipment and service and support services charges associated with Customer approved equipment and service and support service additions.
- d. Upgrades requested in last 6 months of the Service Period are subject to UNISERVE review and approval and may require a new SoW. If upgrade requires new hardware, software and on-site installation and less than half of the Service Period remains in place, then a new SoW may be required at UNISERVE's discretion.

IX. Proactive Monitoring and Alerting

1. Monitoring. UNISERVE, or a selected vendor on behalf of UNISERVE, will conduct monitoring of critical PBX system components through intermittent polling.

2. Hosted PBX Service Monitoring Repair Response Intervals. UNISERVE's Hosted PBX Service Monitoring Repair Response interval is measured from the time UNISERVE is notified via monitoring system alarm. Hours are stated in Section X, Coverage Hours. UNISERVE's response to monitoring system alarm will include initial diagnosis of issue by remotely accessing the PBX Equipment or by dispatching technical resources. If UNISERVE determines that the issue is related to network services, resolution may include the reboot of PBX and/or auxiliary servers or appliances prior to the dispatch of technical resources to the Customer's premise. Service and Support work will be performed during Customer's specified coverage hours. UNISERVE's response intervals are stated below:

- a. Priority 1: Within (8) hours of receipt of a system monitoring alert
- b. Priority 2: Within (24) UNISERVE business hours of a system monitoring alert

3. Customer-provided PBX Equipment. Customer-provided equipment, over and above the equipment provided by UNISERVE under the Hosted PBX Service, will not be monitored.

X. Additional Customer Responsibilities

1. Customer will cooperate with UNISERVE or UNISERVE's contractors or agents as reasonably necessary for UNISERVE's performance of Services in a timely manner. This cooperation includes:

- a. providing UNISERVE or UNISERVE's contractor or agent with access to all facilities, PBX Equipment, hardware, software, work space, and office support (telephone, internet access, etc.);
- b. ensuring that the premises are safe, free of any hazardous materials and have installed necessary power and grounding and climate control facilities;
- c. ensuring that Customer has obtained connection to and all necessary permissions, licenses, permits or consents from any public or private telephone network to which the supported PBX Equipment are connected and any necessary permissions, licenses or permits from any federal, state or local government or regulatory authorities;



d. providing UNISERVE with designated points of contact; and

e. providing necessary telephone numbers and passwords to enable remote access to the supported PBX Equipment and notifying UNISERVE promptly of any changes made to such numbers or passwords. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.

2. Where Customer is to provide UNISERVE with information or access in relation to any third party products or the integration of supported PBX Equipment in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to UNISERVE in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for the provision of such information or access to UNISERVE for UNISERVE's use in its performance of the Services.

3. Costs incurred by UNISERVE due to non-performance by Customer or Customer's vendor(s) may result in additional charges and / or delay in installation and cutover. Customer hereby agrees to promptly pay UNISERVE for such applicable charges.

4. Security. Customer is responsible for protecting the Hosted PBX Service from unauthorized access through Customer equipment connected to the PBX Equipment. Customer shall take reasonable steps to prevent unauthorized access to the Hosted PBX Services and PBX Equipment, including without limitation, by protecting its passwords and other log-in information. Customer shall promptly notify Uniserive of any known or suspected unauthorized use of the Hosted PBX Services or a breach of Customer's security and shall use best efforts to stop any such breach.

XI. VoIP – LAN / WAN Infrastructure

1. Customer is responsible for the design, management, performance and on-going service and support of their corporate and / or remote office local area networks, including the physical station-level cabling, network IP subnetting, configuration of VLANs, or establishing VPNs supporting the desktop computers, corporate applications, and peripheral IP equipment.

2. UNISERVE does not warranty or guarantee connectivity, performance, or QoS for IP Telephony and VoIP applications over non UNISERVE-provided or approved network and/or Hosted PBX services.

3. Customer understands that it is Customer's responsibility to administer and maintain QoS levels within its LAN / WAN / VPN infrastructure.

4. Customer acknowledges its local area network (LAN) and/or wide area network (WAN) user elements may need to be upgraded, redesigned, or reconfigured at Customer's sole expense in order to support converged IP Telephony and VoIP solutions.

5. Customer understands that any future LAN modifications or data applications may negatively impact QoS and LAN-connected applications and in those instances, Customer may require UNISERVE troubleshooting, repair and possibly a network assessment at Customer's expense.