

## CLOUD PBX SERVICES ADDENDUM

### 1. Calling

**1.1 Long Distance.** Unlike most telephone service providers, Broadvoice provides all local and long-distance minutes within the continental US as a bundle within your package. Actual long-distance minutes are measured but not charged.

**1.2 Broadvoice Pro Plan.** Subscribers may opt for the Broadvoice Pro package, which extends the included calling to various countries worldwide. Included countries are subject to change without notice. The list of included countries can be found at <http://www.broadvoice.com/global>.

**1.3 Acceptable Use.** Broadvoice Cloud PBX is designed for typical business phone use. "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of 98% 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 can result in suspension or cancellation of service. Broadvoice reserves the right to charge an overage fee of \$0.029/minute for utilization exceeding typical calling patterns.

### 2. Money Back Guarantee

Broadvoice proudly stands behind our service with our 30-day satisfaction guarantee. Within the first 30 days of your activation, you may upgrade or downgrade to any of our current promotional rates or cancel your plan with absolutely no hassle. If cancelling, simply contact customer service requesting cancellation, return the hardware to us, and a full refund will be issued. Customer only bears the cost of return shipping and any usage-based calls (example: Operator or International calls). All termination and cancellation requests must be submitted in accordance with the methods and requirements set forth in the Master Service Agreement, including, without limitation, the required content and approved delivery methods for valid notice.

### 3. Early Termination

In the event that this Agreement is terminated prior to the end of a Subscriber's Contract Term, such 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. Subscriber must first provide Broadvoice with written notice describing the issue in reasonable detail (a "Cure Notice"). Broadvoice shall have thirty (30) days from receipt of such Cure Notice (the "Cure Period") to cure the issue. 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, in turn, must be given the opportunity to resolve the problem and the Subscriber must be willing and able to troubleshoot with Broadvoice. 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.

### 4. Equipment

**4.1 Subscriber Supplied Equipment.** Broadvoice provides the option for Subscribers to supply their own IP Phones and Phone Adapters. If a Subscriber supplies their own equipment, the Subscriber assumes the risk of service incompatibility and security issues. Incompatible Subscriber equipment shall not relieve Subscribers from any of their obligations under this Agreement while troubleshooting defective or incompatible equipment, even if Subscriber's Service is down during such periods of troubleshooting. Broadvoice reserves the right to alter the firmware on Subscriber's Hardware in order to guarantee security and compatibility with Broadvoice's service. Any device used with Broadvoice's service must not be locked or currently provisioned to any other provider and you must have the admin password for said device.

**4.2 Equipment Replacement.** If any Broadvoice rented equipment appears to be malfunctioning, the Subscriber must contact Technical Support and work with them to determine if the device needs replacement. Only a Technical Support representative has the ability to determine if a device needs 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, or damage, Subscriber must pay replacement cost for the device. Any customer who is receiving a new rental or replacement device has the option to request expedited shipping. To authorize expedited shipping, Subscriber must agree to an expedite fee, in addition to the appropriate standard Shipping and Handling fee.

**4.3 Termination by Subscriber.** Upon cancellation of services; All rented hardware, including phones, must be returned within 30 days, or purchased at retail cost.

## 5. Call Forwarding

Certain features such as call forwarding may incur outgoing minutes automatically when they are enabled. All forwarded calls count against standard minute usage caps. Before activating these features, consider this usage and whether it will affect your usage thresholds.

## 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 the best effort 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 2.9 cents 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 50 States, Puerto Rico & Canada	60 Seconds	60 Seconds	Varies by Plan
Calling a Toll-Free Number	60 Seconds	60 Seconds	Included
Broadvoice to Broadvoice	60 Seconds	60 Seconds	Included
International (excl. Mexico)	60 Seconds	6 Seconds	See International Rates
Mexico	60 Seconds	60 Seconds	See International Rates

## **10. Short Message Service (SMS)**

SMS services are automatically activated on all Broadvoice Cloud telephone numbers. Broadvoice may include SMS on certain plans; such plans will include a combined 1,000 SMS messages per subscriber line on such plan. Cost for SMS messages not included in a plan will be billed at the rate of \$0.01 per message. Multimedia Services (MMS) will be billed at the rate of \$0.03 per message.

## **11. Account Username**

The primary username on a customer account may not be changed after the account has been created.

## **12. 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 within four days of the transfer date will require a \$100 expedite fee to cancel.

**13. Order of Precedence.** This Addendum is incorporated into and forms part of the Master Service Agreement ("MSA"). In the event of any conflict or inconsistency between the terms of this Addendum and the MSA, the terms of this Addendum shall control solely with respect to the Cloud PBX Services described herein, and the MSA shall otherwise remain in full force and effect.