

Provider Voice Product, SIP Trunking Product (collectively "Voice Products")
Provider Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified
Communications (collectively, "Hosted Communications Products")

DESCRIPTION OF PRODUCTS:

Voice Products:

Provider Business Voice Product: If Customer selects to receive Provider Business Voice Product, Customer will receive voice products consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Sales Quote or the Voice Product and iRis price guide located at www.iristransport.com.

SIP Trunking Product: If Customer selects to receive the SIP Trunking Product, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Provider switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully in the applicable Product Order.

Analog Lines Over Fiber Product: If Customer selects to receive Analog Lines over Fiber Product, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line-based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Product Order.

Toll-Free Product for Provider Trunking: If Customer selects to receive Provider Toll-Free Product for use with trunking product, Customer will receive voice product consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more predetermined DID number locations, based on the Customer's allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Provider trunking product.

Note: Provider Toll-Free Product must terminate to a Provider trunking product. Not all Toll-Free Product features may be available in all areas.

Provider Hosted Communications Products:

Provider Hosted Voice Product: If Customer selects to receive Hosted Voice Product delivered over fiber or coax, Customer will receive a combination of (i) voice product consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice product technical assistance.

Provider Hosted Voice for Hospitality Product: If Customer selects to receive Hosted Voice for Hospitality Product delivered over fiber or coax, Customer will receive a combination of (i) voice product consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice product technical assistance.

Provider Hosted Call Center: If Customer selects to receive Provider Hosted Call Center Product; Customer will receive a combination of (i) voice product consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice product technical assistance.

Unified Communications Product: If Customer selects to receive Unified Communications Product features that are added onto a Provider Hosted Communications Product, Customer may receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Product Order. Unified Communications Products are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Product. Changes made to the features, functionalities, capabilities, or to the application user interface formats shall be in Provider's sole discretion.

COMMUNICATIONS PRODUCTS TERMS AND CONDITIONS:

Customer's use of the Voice Products and Hosted Communications Products (collectively, "Communications Products") is subject to the following additional terms and conditions:

1. Availability of Facilities and Product Modifications:

a. Products and associated services, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Customer-Designated Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Products at Customer's expense. Customer must pay for any special construction prior to the activation of product, service and/or cancellation of contract.

b. Provider is not obligated to provide Communications Products if Customer intends to or uses the Communications Products (i) to interfere with or impair any product or service over any facilities and associated Provider Equipment or impair the privacy of any communications over such facilities and associated Provider Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Products or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Product for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for products with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Product or Communications Product features, in any way as to change the functionality of the Communications Product or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Product Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long-distance usage. A non-standard calling pattern may also include, when Customer's long-distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

c. Provider may, from time to time, offer additional Communications Product features or functionality, or discontinue certain Communications Product features or functionality. Information about these features or functions will be available at www.iristransport.com or in the applicable price guide at www.iristransport.com, under "IRIS Voice Customer Fees." These additional Communications Products, features, or functions may be subject to additional specific terms and conditions and may be subject to change at any time by Provider.

2. Customer-Premise Equipment: Communications Products may require Customer-premise equipment. If required, Provider will supply such equipment for so long as Customer remains a Communications Product Customer. Depending on the Communications Product plan, there may be a monthly charge for the equipment. Upon termination of Communications Product for any reason, Customer shall return the Provider-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Provider at the time the equipment was supplied by Provider. An exception to this return policy is when the equipment is also supporting Internet Product, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Provider requests a substitution of the equipment.

3. Communications Product Limitations:

a. Unavailable Products; Call Blocking and Fraud. Provider does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Provider blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Provider will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Provider and/or Customer's account is delinquent. Notwithstanding any other provision of the Product Agreement or this Attachment, Provider may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Provider, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Products.

b. Product Outages. Communications Product modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Products connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Product as the connection between a security system and central monitoring services. **COMMUNICATIONS PRODUCTS AND SERVICES DO NOT HAVE THEIR OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE PROVIDER NETWORK OR FACILITIES, COMMUNICATIONS PRODUCT OR SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.**

c. Security Systems and Alarm Systems. Although Provider will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Provider does not guarantee that any such system will be in complete operational order following the installation of Communications Product. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Products installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Products. Provider does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Provider does not represent that the Product is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Product Location connected to the Communications Product operate properly.

Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Product meets all applicable regulations.

d. Prohibited Use: Provider prohibits the use of Communications Product as the connection between medical alert systems and a central monitoring station or a fire alarm, and Provider will neither connect to such services nor provide technical support for the connection.

4. Use of Products. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Products, which use, or access is expressly prohibited; and (ii) administration and nondisclosure of any authorization codes provided by Provider to Customer. Provider may require Customer to immediately shut down its transmission of signals if Provider concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

a. Provider reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Products to or from a Product Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Provider, or (ii) to limit or block Communications Products to and from any Product Location or the use of any authorization code, without any liability whatsoever, in the event that Provider detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Products, or use of the Communications Product in violation of the Product Agreement or this Attachment, or (b) consumption of Communications Products in excess of the credit limit (if any).

b. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Products. Customer shall be responsible for payment of all applicable charges for Communications Products and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Product Location or from remote locations. Provider is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Product Location, and the placement of calls through Customer Equipment that are transmitted or carried on Provider's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Provider Equipment or the Communications Products installed at the Product Location comply with all applicable laws, rules, regulations, and the Product Agreement (including this Attachment).

c. Provider has the right to limit the Communications Product to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of availability for other Provider customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Provider may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER PROVIDER EQUIPMENT USED TO PROVIDE COMMUNICATIONS PRODUCTS AND SERVICES ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS PRODUCTS AND SERVICES, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A PROVIDER NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS PRODUCT OR SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A CUSTOMER-DESIGNATED LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A PROVIDER-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER PROVIDER EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS PRODUCT OR SERVICE MAY ENABLE PRODUCT OR SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS PRODUCTS AND SERVICES WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS PRODUCTS AND SERVICES THAT PROVIDER VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR PROVIDER NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS PRODUCT AND SERVICE LABELS/STICKERS (TO BE SUPPLIED BY PROVIDER) AND INSTRUCT ALL END USERS OF COMMUNICATIONS PRODUCT AND SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS PRODUCTS AND SERVICES.

b. Customer is not permitted to move Provider Equipment from the Product Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Provider Equipment to an address other than the Product Location identified on the Product Order, calls from the modem, IAD, or other Provider Equipment to E911 will appear to E911 emergency service operators to be coming from the Product Location identified on the Product Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Product Location.

c. Customer will be notified by Provider as to whether the Communications Product to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Product Location. Customer agrees that Provider will not be responsible for any losses or damages arising as a result of the unavailability of Communications Product, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Product from a remote location.

d. In some geographic areas, Communications Product does not provide the capability to support E911 service from any location other than the Product Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Product Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Provider a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS PRODUCTS AND SERVICES FROM LOCATIONS OTHER THAN THE CUSOTMER LOCATION.

e. Customer shall not use the Communications Products, or allow the Communications Products to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Provider to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Product Agreement.

f. CUSTOMER ACKNOWLEDGES THAT PROVIDER'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE PRODUCTS OR SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING PROVIDER'S SOFTPHONE APPLICATIONS.

g. **Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using your 911 Dialing service are answered or addressed by any emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. **NEITHER IRIS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE.** You shall defend, indemnify, and hold harmless IRis, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Product, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Product, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Product to be able to use 911 Dialing or access emergency service personnel.

7. Custom Caller-ID (Voice Products only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Provider makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Provider account and accurately identifies the Product Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

8. Access: Customer agrees to provide Provider and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Product over existing wiring. Customer hereby authorizes Provider to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Provider has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Product and all related Provider Equipment. The agents and employees of Provider shall have the right to enter the Product Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Provider Equipment, instruments and/or lines, or upon termination of the Communications Product, for the purpose of removing such Provider Equipment, instruments, and/or lines.

9. Exclusively for Businesses: Communications Products are offered to businesses only and are not available for residential use.

10. Customer Equipment: Provider's obligation is to provide Communications Products to the customer-accessible interface device or equipment installed by Provider at the Provider Network Demarcation Point at the Product Location. The "Demarcation Point" is the point of interconnection between the Provider Equipment or other facilities and the wiring at the Product Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Provider may discontinue the provision of Communications Products to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Provider and other providers must be provided at Customer's sole expense.

11. Directory Listings: Provider will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Provider's coverage area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Provider customers who subscribe to Communications Products. Provider, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request. IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY PROVIDER, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A PRODUCT OR SERVICE CREDIT IN AN AMOUNT SET BY PROVIDER'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. PROVIDER SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

12. Minute Packages: If a minute of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at www.iristransport.com (or successor URL), unless other rates have been provided in the Product Order.

13. Fair Use: Fair Use. IRis reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use IRis Products for normal voice or fax calls and will not employ methods or equipment to take advantage of the Products by using the voice or fax services excessively or for means not intended by IRis. IRis may terminate Product immediately if it determines, in its sole discretion, you are abusing its plans. We reserve the right to at any time enforce this policy. For subscribers where usage to high cost areas (for example such as calls to rural numbers, Alaska or Hawaii) exceeds 5% of total call traffic, or more than 5% of call volume lasts less than 10 seconds, such usage may be deemed excessive in the sole discretion of IRis. For such usage, you agree to pay a per minute or per page fee surcharge in excess of established levels at the current IRis rate. The per minutes surcharge is listed on the IRis website www.iristransport.com. This surcharge applies to all plans, including the unlimited plans. Alternatively, in the sole discretion of IRis, your Product may be immediately terminated.

(b) Unlimited Usage Definition: IRis's definition of "unlimited usage" is based on the combined number of inbound and outbound voice minutes and fax pages (excluding all IRis advertising and informational messages). We reserve the right to at any time enforce this policy in accordance with its terms. If the average voice usage exceeds 3,000 minutes per extension or over 500 fax pages within any thirty-day period, such usage shall be deemed excessive. In that event, you agree to pay a per minute or per page surcharge, which is currently \$0.03 per minute and/or \$0.03 per fax page. This overage fee applies to all plans including the unlimited plans. Alternatively, in the sole discretion of IRis, your Product may be immediately terminated.

(c) SIP Trunking – Unlimited usage - Each call path includes an acceptable use policy of 2,000 minutes of long distance. The 2,000 minutes for each call path are pooled at the group/child account level. If the account has five (5) call paths, then the account has a total of 10,000 minutes of long distance that will be shared by all of the DIDs. Per minute overage charges will apply if the limit is exceeded. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.

(d) Virtual Fax – Virtual Fax 500 includes 500 inbound and outbound fax pages. Anything above 500 pages is \$0.03 per page.

14. Number Porting: Upon submission of a Product Order, Customer may port a telephone number within the rate center for its particular Product Location, or a toll-free number from an existing toll-free service provider, to Provider for use with Communications Products. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PROVIDER AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Provider shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Provider may receive requests to port a telephone number currently assigned to Customer to a third-party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Provider Network, Customer shall remain bound by the terms of the Product Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Products) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Provider at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Provider to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Products, and Provider may change such numbers as deemed necessary.

15. Call Redirect: If a PRI Product, SIP Trunking Product, Analog Lines over Fiber, or Hosted Communication Product Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

16. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Provider including a SIP Trunking Product, PRI Product, or Hosted Communications Products combined with Provider Fiber Internet Access, Customer must have the SIP Trunking Product, PRI Product, or Hosted Communications Product installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed product or service if Customer fails to accept both products within this timeframe.

17. Unified Communications Product Data: Provider and any third-party service provider uses to provide Unified Communications Products may use Customer data provided to such service provider in the course of the performance of the Unified Communications Products, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Products, to (a) communicate with Provider or Customer, and (b) administer and/or perform this Product Agreement, any Product Order, and/or any agreement between Provider and such third-party service provider. Provider and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Provider's or such service provider's employees, customers or the public.

18. Voicemail; Call Recording. In the event Customer transmits protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, through the use of Hosted Voice Product, Customer acknowledges that Provider is acting solely as a Conduit. A "Conduit" means a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. Customer further agrees that it shall provide Provider prior notice if Customer stores any PHI on the voicemail or call recording feature of Hosted Voice Product and the parties shall thereafter enter into a business associate agreement.

19. Letter of Authorization. The undersigned Customer hereby appoints IRis Networks as agent for IRis Networks to act as its authorized agent for all matters pertaining to the number(s) populated in the appropriate fields. This agency includes disconnections of product or service and other requests as deemed necessary by IRis Networks to implement the products and services ordered from IRis Networks, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring product or service for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.