

Voice Essentials Service Guide

This Voice Essentials Service Guide sets forth the specific terms and conditions applicable to voice services offered by Birch Communications, Inc., and its Affiliates (“Birch”) as described herein. Birch reserves the right to change any of this Service Guide by posting it to the Birch website, which upon posting shall supersede all prior versions.

DEFINITIONS AND ABBREVIATIONS

In addition to terms defined elsewhere in the Master Services Agreement (“MSA”) or other part of the Agreement and unless otherwise provided to the contrary in the MSA, as applicable, capitalized terms shall have the following meanings:

Acceptable Use Policy (“AUP”) – Terms and conditions that govern Customer’s acceptable and unacceptable use of the Services posted at <http://www.birch.com/legal/acceptable-use-policy>. The AUP is incorporated herein by reference. Company reserves the right to modify the AUP at any time, which changes shall become effective upon posting on the Birch website and shall supersede all prior versions.

Affiliate – An entity that Controls, is Controlled by, or is under common Control of Company.

Agreement – The collection of documents that govern Customer’s use and Company’s provision of the Services, and includes the Master Service Agreement, all Service Orders accepted by Company and all Service Guides governing the Services, including Service Guides governing Services other than those described in this Service Guide.

Applicant – A Person requesting that Company provide the Service described in this Service Guide.

Business – When used in relation to Service, means Service provided in offices, stores, factories and all other places for business use.

Commission – The Public Service Commission or equivalent regulatory body of the state jurisdiction in which Company provides the Services.

Company – Birch Communications, Inc. or the Affiliate providing the Service, as applicable.

Control – Means possessing at least 50% of the voting equity of an entity, either directly or through one or more subsidiaries or other Affiliates.

Customer – The Person which orders or uses the Service and is responsible for the payment of rates and charges under this Service Guide.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Disconnection – The temporary cessation of telecommunications Service.

Equipment – The modem, router and/or other equipment provided by Company for use with the Service. Unless Customer and Company specifically agree otherwise, Company owns the Equipment.

Master Service Agreement (“MSA”) – The framework agreement between Customer and Company that further governs the Services. If Company and Customer have not executed a MSA, then the MSA posted at the following URL shall govern:

www.birch.com/legal/MSA. Company reserves the right to modify the MSA posted on

its website at any time, which changes shall become effective upon posting on the Birch website and shall supersede all prior versions.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Services – The Voice Essentials service, which uses voice over IP (VoIP) to deliver telephony services at customer locations via the Internet. The Service provides telephony services at customer locations by allowing Session Initiation Protocol (SIP) devices to register for service, initiate audio calls and receive audio calls. These services require Customer to provide its physical address for each device registering with the Service. Only telephone numbers (TNs) or Toll-Free TNs provided by Birch or ported to the Birch network can be used in conjunction with this service.

Service Order – A document, either electronic or in writing, on a form promulgated by Company by which Customer requests Company to provide Service.

Signature Date – The date on which the Service Order is signed by Customer.

Termination – The permanent cessation of Service.

Third Party Verification Recording Date – The date on which a neutral third party verifies that Customer has ordered the Service

1. RULES AND REGULATIONS

1. Undertaking of the Company
2. The Company undertakes to furnish Service described in this Service Guide pursuant to the terms and conditions of the MSA, this Service Guide and any other applicable document at the rates and charges specified therein as ordered by Customer.
3. The furnishing of Service under this Service Guide is subject to the availability on a continuing basis of all the necessary facilities and is

limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

4. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, congestion, network management, or any other cause.
5. The Company may undertake Service-affecting activities that may occur in normal operation of the Company's Business. Such activities may include, but are not limited to, Equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. Such activities are not necessarily specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from wiring or Equipment damage, notification to the Customer may not be possible.
6. Service Orders for initial or additional Services made orally or in writing become a contract upon the establishment of the Service.
7. The Company may decline to serve an Applicant for the following reasons:
 1. Applicant's facilities inadequate: If the Applicant's installation or Equipment is known to be hazardous or of such character that satisfactory Service cannot be given;
 2. For indebtedness: If the Applicant is indebted to the Company for any reason;
 3. Refusal to make deposit: If the Applicant refuses to make or increase a deposit if Applicant is required to do so by Company;
 4. For failure to provide the Company with necessary access to Company-owned Equipment after the Company has made a written request to do so;
 5. For failure to make any payment when due to Company, whether for Services under this Service Guide or otherwise;

6. If the Company has reason to believe that Applicant has used a device or scheme to obtain Service without payment and where the Company has so notified Applicant prior to Disconnection;
7. For violation of or noncompliance with a Commission order, municipal ordinances or other applicable laws; or any rules of the Company on file with the Commission for which the Company is authorized by Service Guide to discontinue Service for violation or non-compliance; or
8. If Customer's use of Equipment adversely affects the Company's Service to others, and said Disconnection may be so accomplished without notice to the Customer.
9. Any violation of Company's AUP in effect at the time of violation.

2. SERVICE

1. Limitations of Service

1. Persons interested in the Company's Services shall submit information to the Company on a Service Order which fully satisfies the Company and identifies the Services requested.
2. Service is offered subject to the availability of the necessary facilities and Equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Service Guide. The Company reserves the right not to provide Service to or from a location where legally prohibited.
3. The Company reserves the right to discontinue furnishing Service when necessitated by conditions beyond its control, or when the Customer is using the Service in violation of any provision in this Service Guide, the AUP, the rules and regulations of the Commission, or the law.
4. Title to all facilities provided by the Company under this Service Guide remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Service Guide shall

apply to all such permitted assignees or transferees, as well as all conditions for Service.

3. Use of Service

1. Permitted Uses - Services provided under this Service Guide may be used for any lawful purpose for which the Service is technically suited and is subject to Company's privacy policy, accessible at <https://myaccount.birch.com/Login/PrivacyPolicy>.
2. Limitations on Use of Services
 1. Customer acknowledges and agrees that Company is not responsible for invalid destinations, transmission errors, or the corruption of data; and (2) does not guarantee Customer's ability to access al website, servers, or other facilities or that the Service is secure or will meet all needs.
 2. Customer will not restrict, inhibit, or engage in any conduct that prevents others from using the Internet or interferes with Company's ability to provide the Services, including but not limited to hacking, circumvention of user authentication or security of any host network or account, use of any Company products and Services, or any "denial of service" attacks.
 3. Customer will not run programs or servers that interfere with Company's provision of the Services, impair other's use of the Services, including engaging in excessive use as judged in Company's sole discretion, or otherwise violate the AUP. Violation of this section may result in bandwidth restrictions on the Services or suspension or termination of the Services.
4. Third Party Use - If Customer subscribes to or otherwise uses any third party Services offered by Company, Customer's use of such Services is subject to the End User License Agreement (EULA) of that third party provider. Violation of those terms may, in Company's sole discretion, result in termination of Services.
5. Termination - Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Service Guide or the Master Services Agreement or in any Service ordered prior to termination. The rights and

obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination. All Equipment owned by Company shall be returned to Company within seven (7) days of termination or the Customer will be charged for the Equipment.

6. 2.3 Limitation of Liability

1. 2.3.1 IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR FOR ANY LOST INCOME OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.
2. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in Service, facility, or transmission provided under this Service Guide, if caused by or resulting from: any person or entity other than the Company; any malfunction of any Service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; act of terrorism; riot or civil disturbance; fiber cut or damage to facilities; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
3. The Company shall not be liable for and shall be defended, fully indemnified, and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Service Guide;

2. Connecting, combining, or adapting the Company's facilities with Customer's or any third-party's apparatus or systems;
 3. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party caused by or resulting from any acts or omissions of Customer, its employees, agents, representatives, family members or invitees, whether negligent or otherwise;
 4. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party arising from any act or omission by the Customer, including, without limitation, use of the Company's Services and facilities regardless of whether or not used in a manner expressly authorized by this Service Guide or any agreement between the Customer and the Company; or
 5. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of Equipment or wiring provided by the Company, if not caused by the intentional acts of the Company.
4. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
 5. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS SERVICE GUIDE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
7. Availability of Service - Services may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that Customer's line was qualified. Company will provision qualified Service lines at the line rate generally

available to Customer locations based on standard line qualification procedures, unless Customer has selected a level of Service with a lower maximum line rate. All unlimited lines purchased as part of the Service are subject to Birch's AUP and include the following voice capacity: free local and long distance minutes. Customer must maintain an active data connection to use the Service and acknowledges the Service uses 87 kbps of data per call. The data connection may be provided separately by Birch via its BirchLink services or via a third party. Company reserves the right, at any time, with or without prior notice, to restrict or suspend Services to perform maintenance activities and to maintain session control. Company assumes no responsibility or liability for interruption or quality of the Services or Service performance differences.

8. Responsibility of the Customer

1. Each Customer assumes responsibility in connection with the provisions and use of the Company's Service. When facilities, Equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
 2. Placing orders for Service; paying all charges for Service rendered by the Company, including early termination charges as set forth in the MSA; complying with the Company's regulations governing the Service, including but not limited to the AUP; and assuring that Customer's users comply with regulations.
 3. Providing:
 4. the name(s) and address(es) of the person(s) responsible for the payment of Service charges; and
 5. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
 6. Paying the Company for the replacement or repair of the Company's Equipment when as stated in Section 2.7.
 7. Customer agrees that Company, in its sole discretion, may place restrictions on use of Services, and immediately disrupt, suspend, or

terminate Services without notice for violations, suspected violations, or to prevent violations of the Agreement.

8. Customer agrees Service is for Customer's use only and may not be resold or used by any third party.
9. Cancellation by Customer
 1. Customer may cancel Service any time after meeting the minimum Service period. Termination charges, including early terminations charges as set forth below will apply if Customer cancels prior to the expiration of the minimum Service period, except as stated in the MSA. Customer is not entitled to any money back after installation of the Services. If Customer disconnects Service, terminates the MSA, or Service is disconnected for non-payment or other Customer breach prior to the end of the current Term for any reason, Customer agrees to pay an early termination fee of Two Hundred and No/100ths Dollars (\$200.00) (the "Early Termination Fee") per location. In addition, Customer shall reimburse Birch for any discount previously provided or charges previously waived for the disconnected Service. Customer and Birch agree that the above Early Termination Fee represents a reasonable calculation of Birch's damages in the event of early termination.
 2. Customer may terminate this Supplement without penalty within five (5) calendar days of the Signature Date or the Third Party Verification Recording Date by contacting Birch Customer Service at (866-424-5100). If Customer terminates after such period, Customer shall pay the above-referenced Early Termination Fee.
 3. If Customer orders Service requiring special construction or special facilities dedicated to the Customer's use and then cancels the applicable Service Order before the Service begins, or before completion of the minimum Service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge set forth in the cancelled Service Order will be made to Customer or, if a charge is not set forth in the cancelled

Service Order, for the non-recoverable portions of expenditures or liabilities incurred on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges received as of the date of cancelation.

9. Payment and Charges for Service

1. Charges for Service are governed by the MSA, and are applied on recurring and nonrecurring bases. Using Services provided hereunder, Customer authorizes Birch to place the Service identified on Birch's Service Forms under a term pricing arrangement at Customer's specified location(s) for the requested telephone number(s).
2. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Service Guide. The due date printed on the monthly invoice shall not be less than twenty-one (21) days after the date of the invoice.
3. Payment will be due pursuant to the MSA. The Company includes its name and its toll-free telephone number on all invoices.
4. The Customer is responsible for payment of all charges for Service furnished to the Customer.
5. Service may be denied pursuant to the MSA. Restoration of Service will be subject to all applicable installation charges.
6. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees and court costs.
7. Disputes regarding amount or accuracy of charges for Service are governed by the MSA.

10. Advance Payments and Deposits

1. Advance Payments and Deposit Requirements - The Company may require an Applicant for Service to make an advance payment (1) if the Applicant is unable to establish that he had a previous account with a telecommunications or data provider for a period of at least 12 months for which all undisputed charges were satisfactorily paid, (2) if the Applicant

had not paid for previous Service, or previous Service had been disconnected for nonpayment within the past twelve months, or (3) if the Applicant has had no previous Voice Service or has had previous Service of less than 12 months, the Applicant's credit record will be assessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. The Company may request proof of home ownership, employment of two years or more with the current employer, major oil company credit card, major credit card, checking account, savings account, or age of 50 years or more, and if two or more of these are not provided, the Company may require an advance or deposit. No security payment will be required of those Applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment

2. Bad Check Charge - The Company will bill Customer a one-time charge of \$25.00/per incident if Customer's check for payment of Service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution. If Customer remits one or more checks, drafts or other instrument which is dishonored

the Company may refuse acceptance of further checks and place Customer on a cash basis.

3. Late Payment Charge - The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due. On all unpaid Business and residential bills, a 1.5% charge will be applied, unless otherwise provided for in the MSA. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date," with effect from the second month after the charges are first applied, and every month thereafter, unless otherwise provided for in the MSA. Collection procedures are unaffected by the application of the late payment or finance charge.

11. Equipment

12. Birch Owned Equipment - All equipment provided to Customer shall remain the sole property of Birch. Customer agrees to return all equipment to Birch within ten (10) business days of termination. Customer is responsible for any expenses incurred when returning equipment to Birch. Equipment returned after ten (10) business days will not be credited toward Customer's account and Customer shall be responsible for full Equipment Price. Customer agrees to be responsible for ensuring that no liens attach to Birch Phones, and must immediately cause any such liens to be removed at Customer's expense. Customer will be responsible at all times for the proper installation, operation and maintenance of equipment provided by Birch that is used in connection with the Service.

13. Failure to Return - If Customer disconnects Service or individual telephone number(s), terminates the MSA, or Service is disconnected for non-payment or other Customer breach prior to the end of the current Term for any reason, Customer agrees to return equipment to Birch in good working condition and undamaged. If equipment is not returned or is inoperable when returned, Customer will be charged a fee equal to the original Equipment Price (see below)

minus depreciation (the “Failure to Return Fee”). Depreciation will be calculated using the original Equipment Price, the contract Term and the straight line depreciation method.

Equipment Description Equipment Price

GrandStream ATA – 2 Ports \$69.99

GrandStream ATA – 2 Ports \$99.99

1. Equipment Warranty - If a Birch provided equipment malfunctions as part of normal use and the malfunction is not the result of abuse, misuse or neglect, the equipment can be returned. Birch will provide replacement equipment at no charge.
2. Voice Services - The following standard voice features may be included in the TotalCloud Voice Essentials Service: allow and/or block calling behavior, company/individual time schedule, call detail records, scheduled call forwarding, remote access to call forwarding, speed dial, three-way calling, voicemail, call forwarding always, call forwarding busy, call forwarding no answer, call forwarding service interruption, call forwarding preferred, call waiting, custom voicemail greeting upload and selection, music on hold upload/selection, selective call acceptance/rejection, simultaneous ring, anonymous call rejection and outbound caller ID blocking.
3. Responsibility of the Company
 1. Provision of Equipment and Facilities
 1. The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Service Guide and applicable rules of the Commission.
 2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or Equipment installed by the Company, except upon the written consent of the Company.

3. The Company may substitute, change, or rearrange any Equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the Service provided to the Customer.
4. Restoration of Service - If Service is disconnected for nonpayment, Service will be reestablished only upon receipt of payment of all charges due, which include charges for Service and facilities during the period of Disconnection and which may include a Service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's Service has been disconnected in accordance with this Service Guide and the Service has been terminated through the completion of the Company's Service Order, Service will be reestablished only upon a basis of an application for new Service.
5. Taxes and Surcharges
 1. Customer will be billed and is responsible for payment of applicable gross receipts charge, city utility charge, city excise charges, Commission charges, and any and all other federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with Service used.
 2. All taxes, fees, assessments and surcharges will be listed as separate line items and are not included in the quoted rates.
6. Start of Billing - Billing for Service shall begin on the earlier of: (i) Customer activating the device or Birch Activation with Professional Install option; and (ii) If Customer does not activate the device within three (3) days after Birch ships the device, then billing shall begin forty-eight (48) hours after Birch sends a reminder to activate regardless of whether Customer activates the device. For purposes of this section, "activate" and "activating" means that Customer has taken the actions prescribed by Birch to cause the devices sent by Birch for access to the Services to function.
7. Service Connection and Facilities on Customer's Premises - Customer will be responsible for loss of or damage to any facilities furnished by the Company. At

the termination of Service the Company may remove any and all of its property located at the Customer Premises as provided for in this Service Guide.

8. 911 DISCLOSURE AND E911 DISCLOSURE AND INFORMATION

The Federal Communications Commission ("FCC") requires that Birch, like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the 911 and E911 access capabilities available with the Service using integrated voice lines ("VoIP 911 and E911 Services") as compared to the 911 and E911 access capability available with traditional wireline non-VoIP telephone service. A copy of the FCC order containing the disclosure rules is available at <http://www.fcc.gov/cgb/voip911order.pdf>. It is important that you understand how these differences affect your ability to access 911 and E911 services. For purposes of this Notice, "Birch" means the subsidiary or subsidiaries of Birch that provide(s) VoIP Services in the applicable state(s). If you have any questions or concerns about the information contained in this Notice, please contact a Customer Care Representative.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and that you understand this 911 and E911 Notice. If we do not receive your reply promptly, we may be required by FCC rules to suspend your Service until we do receive your reply. By executing the Notice, you are affirmatively acknowledging that (i) you have read and understood this 911 and E911 Notice, (ii) you understand that you may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service, and (iii) you understand that you must inform users of the VoIP Services that they may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service.

BIRCH COMMUNICATIONS VOIP 911 AND E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE. You understand and acknowledge that the VoIP 911 and E911 Service will not function in the event of a power failure or disruption. Should there be an interruption in the power, the Services, including the VoIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.

BIRCH COMMUNICATIONS VOIP 911 AND E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED. You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by Birch Communications will prevent you from using the Services, including the VoIP 911 and E911 Service.

BIRCH COMMUNICATIONS VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO BIRCH COMMUNICATIONS WHEN SERVICE WAS INITIATED. You understand and acknowledge that VoIP 911 and E911 Service will not function if you move your device to a different street address or location other than your Registered Address. You also acknowledge that it may take several days for any change in address to be processed. Accordingly, you should notify Birch Communications in advance of any and all changes to your Registered Address by contacting a Customer Care Representative. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.

EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK. You understand and acknowledge that public safety answering point ("PSAP") and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VoIP 911 or E911 Service is not operational for any reason.

BIRCH COMMUNICATIONS VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your

equipment as compared to 911 dialing over traditional non-VoIP public switched telephone networks.

IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING 911 AND E911 SERVICES AND YOU MUST INFORM USERS OF BIRCH COMMUNICATIONS VOIP 911 AND E911 SERVICE OF THESE ALTERNATE MEANS. You will receive a set of stickers explaining 911 and E911 service limitations and these stickers should be placed on or near the equipment you use to access the VoIP 911 and E911 Service. If you require additional stickers, please contact a Customer Service Representative.

IN NO EVENT SHALL BIRCH COMMUNICATIONS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO MAY FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE SERVICES OR THE EQUIPMENT BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING. BIRCH DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE SERVICES ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. BIRCH DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. BIRCH RELIES ON THIRD PARTIES TO ASSIST BIRCH TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. BIRCH DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) sets forth the service standards applicable to Birch’s Voice Essentials Services, only (the “Service”). Terms in this SLA are an integral part of the MSA executed between Birch and Customer.

General Terms

1) Standards. Birch will use commercially reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

2) Service Affecting Events. For the purpose of this provision, the phrase Service Affecting Event (“SAE”) shall mean a change in Service resulting in the Customer’s inability to use the Service for a period of more than sixty (60) consecutive minutes, due to a Birch equipment malfunction or Birch personnel errors. A SAE does not include, and no credit shall be given, for Service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit apply where Service is affected by the negligence or willful act of Customer or where Birch, pursuant to the terms of the MSA, suspends or terminates Service due to non-payment, or Customer’s unlawful or improper use of the facilities or Service, or any other reason specified in the MSA. No credit shall be given for outages due to electric power failure where Customer is responsible for providing electric power.

3) Credit for Service Affecting Event. An SAE begins when Customer calls Birch Customer Service to report a Service outage and opens a trouble ticket. Customer agrees to make the Service available for testing and repair. If Customer reports a Service outage, but declines to make it available for testing and repair, it is considered to be “in service.”

1. a) For calculating SAE credits, every month is considered to have thirty (30) days. An SAE credit is applied on a pro rata basis against the monthly recurring charges (“MRCs”) for the affected Service and is dependent upon the length of

the SAE. Only those locations that are affected by the Service outage will receive an SAE credit.

1. b) An SAE credit will be given for SAEs of sixty (60) consecutive minutes or more, and only upon written request of Customer provided to Birch Customer Service no later than ten (10) business days after the occurrence of the SAE. SAE credits will be calculated as follows:

No credit for SAE of less than sixty (60) minutes.

1 day of MRC for SAE of sixty (60) consecutive minutes or more but less than two (2) hours.

2 days of MRC for SAE of two (2) hours or more but less than three (3) hours.

3 days of MRC for SAE of three (3) hours or more but less than four (4) hours.

5 days of MRC for SAE of four (4) hours or more but less than twelve (12) hours.

10 days of MRC for SAE of twelve (12) hours or more but less than eighteen (18) hours.

1 month of MRC for SAE of eighteen (18) hours or more but less than twenty-four (24) hours.

4) Limitations on SAE Credits. No SAE credit will be given for:

1. SAEs arising from the acts or omissions of, or non-compliance with the provisions of the MSA or any schedule thereto, by Customer or any authorized user, or any SAEs due to any party other than Birch, or for events happening on any other party's network, including, but not limited to, Internet service providers or other common carriers connected to, or providing service connected to, the facilities of Birch;
2. SAEs due to the failure or malfunction of non-Birch equipment, including Service connected to Customer-provided electric power;
3. SAEs in which Birch is not given full and free access to Customer's location for the purpose of investigating and repairing SAEs;
4. SAEs during any scheduled maintenance period or when Customer has released Service to Birch for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;

5. SAEs due to Force Majeure events (as defined in the MSA);
6. Total SAE credits cannot exceed the total billed MRC for Service to that location;
7. Birch will be the only party able to determine, in its sole discretion, whether an SAE has occurred and Customer must cooperate with Birch in testing, determining and verifying that an SAE has occurred; and
8. Customer must be current on all payments in order to receive credit under the SAE credit policy.