

## Schedule G

# Interface Digital Voice Special Terms and Conditions

Welcome to **Interface Digital Voice**<sup>SM</sup> Phone Service, a **communication service that includes** a Voice-over-Internet-Protocol ("VoIP") service (the "Service,") and related products and/or Services offered by Interface. To use the Service you ("you," "User," or "customer") must activate and register for the Service by completing the online registration form (including the "I Accept" option when prompted), or sign the hardcopy Agreement. In consideration of your use and enjoyment of the Service, you agree to pay a monthly fee to Interface by means agreed upon, and you agree to be bound by this Terms of Service (the "Agreement"). In addition, you agree to be bound by the Interface Privacy Policy, and any other documents available on or through [www.interfacedigitalvoice.com](http://www.interfacedigitalvoice.com) (collectively and separately referred to as the "Interface Terms of Service").

**1.0 WARNING: VOICE-OVER-INTERNET-PROTOCOL ("VoIP") SERVICE DOES NOT SUPPORT TRADITIONAL 911 ACCESS. E911 IS NOT AVAILABLE IN ALL LOCATIONS. EVEN WHERE E911 IS AVAILABLE, YOU SHOULD NOT RELY UPON IT FOR EMERGENCY FIRST RESPONDER SERVICES. (SEE SECTION 2 FOR OTHER IMPORTANT LIMITATIONS ON EMERGENCY SERVICES)**

**1.1** You agree to provide accurate, current, and complete information about yourself (the "Personal Data"), and to maintain and update your Personal Data to keep accurate, current, and complete. You agree that Interface may rely on your Personal Data as accurate, current, and complete and consent to use of this Data for any purposes linked to the normal and customary course of business by Interface and others involved in provision of the Service.

**1.2 SoftPhone Rate Plans** - Use of Service; Prohibition on Resale

If you have subscribed to an Interface Plan that includes a SoftPhone, the Service is provided to you as a consumer user. This means that you are not to resell or transfer the Service to any other person for any purpose, without express written permission from Interface in advance. You agree that the Interface Rate Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Interface reserves the right, in addition to its other rights and remedies, to immediately terminate or modify the Service, if Interface determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities or outside the scope of normal usage.

**1.3 Prohibited Uses**

The service is provided to you solely for business use. If you use the service in a way that is inconsistent with normal business use, you will be required to pay the rates that apply to the way you used the service. Normal business use is considered to be up to 1,100 minutes per month per line of service. You agree to use the Service only for lawful purposes. This means that you agree not to use it for transmitting or receiving any communication or material of any kind when, in Interface's sole judgment, the transmission, receipt or possession of such communication or material would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Interface reserves the right to terminate your Service immediately and without advance notice if Interface, in its sole discretion, believes that you have violated or have attempted or may attempt to violate, the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges). If Interface, in its sole discretion believes that you have violated the above restrictions, Interface may, in addition to its other rights and remedies, forward the objectionable material, as well as your communications with Interface and your Personal Data and other personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

**1.4 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Interface.**

You acknowledge and understand that the Service does not function in the event of power failure, **unless you agree to purchase an Uninterruptible Power Supply (UPS)**. You also acknowledge and understand that any VoIP Service requires a fully functional broadband connection to the Internet (which may not be provided by Interface and that, accordingly, in the event of an outage of, or termination of service with or by, your broadband provider, the VoIP Service will not function, but that you will continue to be billed for the Service unless and until you or Interface terminate the Service in accordance with this Agreement, **or unless Interface is your broadband provider or ISP**. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Should Interface suspend or terminate your Service, the Service will not function until such time as Interface restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

**1.5 Copyright / Trademark / Unauthorized Usage of Firmware or Software**

The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents and materials on Interface's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Interface are and shall remain the exclusive property of Interface and nothing in this Agreement shall grant you the right or license to use any of such marks.

## 1.6 Tampering with the Service

You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

## 1.7 Service Distinctions

You acknowledge and understand that the Service is not a traditional telephone service. Important distinctions exist between telephone service and the Service offering provided by Interface. **Examples of some, but not all, of the important differences between traditional telephone service and this Service include the functionality of The Service in the event of a power shortage, fax communications capabilities, voice clarity and variability of service level.** The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

## 1.8 No 0+ Calling; May Not Support x11 Calling

Interface's Digital Voice Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Interface's Digital Voice Service may not support 311, 511, 976, 900 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

**1.9** Unless purchased from Interface, you will be responsible: (i) for providing all equipment, software, facilities and IP connectivity necessary for the Service; and (ii) to provide, prior to installation, the IP address(es) for the SIP proxy server, the Service and/or any other applicable hardware/ software solution, other than the equipment provided by Interface per this Agreement. Information you provide may be submitted to applicable national databases, including, but not limited to, Automatic Local Identification (ALI) Database, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). You shall also provide valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event such postal address cannot be validated through MSAG, you will, upon notification of the same, immediately deliver a corrected address that can be validated against MSAG.

**1.10 The Service is designed to be user friendly.** To the extent possible, the Service is designed such that equipment is pre-configured for plug-and-play use. In order to achieve this simplicity of use, only approved equipment may be used with the Service. Not all equipment will work with the Service. Additionally, equipment purchased for use with the Service may not work with a different VoIP service.

**1.11 Telephone Numbers** – Interface understands and agrees that any telephone numbers(s) transferred by Customer to Interface Service remain the property of the Customer.

**1.12 Telephone Directory Listing** – Customer is solely responsible for any and all telephone directory listings accuracy with any and all directories.

**1.13 Maintenance** – If Customer has agreed to purchase a Maintenance Agreement in conjunction with the Voice Services, Interface will maintain all portions of the Service including any equipment placed on Customers premise by Interface as part of the Service. Misuse or negligence of the equipment is the total responsibility of Customer.

## 2.0 EMERGENCY SERVICES- 911 DIALING

### 2.1 Alternative 911 and/or E911 Arrangements

You acknowledge that VoIP Service does NOT offer lifeline services. Given the Service's limitations, you should make other arrangements for, accessing traditional 911 services.

### 2.2 Customer Duty to Inform Other Users of Emergency Service Limitations.

The documentation that accompanies each Device you purchase for use with the Service should include a sticker describing the limitations of the system for access to emergency services. If your device does not include a sticker, you must call and one will be shipped to you. You should not use the Device until a sticker is attached.

### 2.3 E911/911 Dialing System Limitations

Any emergency or 911 operator who may answer or receive a call through the Service will not be able to automatically obtain your phone number and/or your location. Therefore the operator will not be able to call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason. Moreover, the operator will not be able to automatically dispatch emergency first responder assistance to your location. You should not assume that an E911/911 call will be forwarded to the appropriate or closest emergency first responder.

### 2.4 Reduced Speed for Routing or Answering 911 Dialing Calls.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a e911 call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

## 3.0 CHANGES TO THIS AGREEMENT

Interface may change from time to time, in its sole discretion, and without prior notice to you or any user, the Terms of Service including this Agreement. You may review the current Terms of Service, including the current Terms of Use, at any time by visiting the following url: [www.interfacedigitalvoice.com](http://www.interfacedigitalvoice.com). Any changes to the Terms of Service or this Agreement shall become effective three (3) days after the "last updated" date at the beginning of the respective document - you agree to review these documents periodically to familiarize yourself with the most current version. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Service.

#### **4.0 Billing; Payment; Overage Charges**

Interface will bill all charges (including without limitation, applicable rate plan and applicable storage fees (e.g., for voicemails), applicable taxes and surcharges monthly in advance. All other charges will be billed monthly in arrears, including but not limited to: activation fees, international usage charges, advanced feature charges, equipment purchases, any charges linked to equipment, and shipping and handling charges. Any excess usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Interface's website. You are responsible for all charges respecting the Service even if incurred as to the result of unauthorized work. Additional charges may be posted for calls outside the United States.

#### **4.1 Billing Disputes**

You must notify Interface in writing within 7 days after receiving your invoice if you dispute any Interface charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: **Interface Security Systems, LLC., 3773 Corporate Center Drive, Earth City, MO 63045**

#### **4.2 Termination/Discontinuance of Service**

Interface reserves the right to suspend or terminate your Service, at any time in its sole discretion, for cause. If your Service is terminated for cause, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Interface or of a third party provider to which Interface is subject), you will be responsible for, in addition to Interface's other rights and remedies, the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.

#### **4.3 Termination and Obligations Regarding Devices**

Interface is designed to be simple to use. All equipment used in connection with the Service must be technically compatible. Only certain prescribed Analog Telephone Adapters ("ATAs"), IP Phones, soft phones and video equipment will work with the Service. Interface makes available an ATA or IP Phone. These devices are wholly owned by Interface and at no time from start to finish of the service does Interface release or transfer ownership. The device is on loan to the subscriber at the discretion of Interface. Upon proper termination, Interface will ask Subscriber for the return of the device in good working order free from defects or physical damage. The cost of the ATA \$55.00 per port and the cost of the phone is \$250.00. When Subscriber terminates, Subscriber must ship device back to Interface. If Subscriber fails to fulfill this obligation Interface will charge or collect any fees required to fulfill the replacement cost. THIS FEE IS FULLY REFUNDABLE if Subscriber returns device in good working order free from physical defects within fifteen (15) days of termination.

#### **4.4 Taxes, Charges, Surcharges, Fees**

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to you as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the effective date.