

Attachment B to Commercial Terms of Service (Enterprise)

Spectrum Business Voice Service, PRI/SIP Trunking Service, Cloud Calling
(collectively "Voice Services")

and

Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications
(collectively, "Hosted Communications Services" and, together with the Voice Services, the
"Communications Services")

1. DESCRIPTION OF COMMUNICATIONS SERVICES:

(a) Voice Services.

- i. Spectrum Business Voice Service. Spectrum Business Voice Service provides Customer with voice service consisting of one or more lines or connections and a variety of features, as described more fully below.
- ii. Trunking Service. Trunking Service means PRI Trunking Service and/or SIP Trunking Service, as applicable.
 1. PRI Trunking Service. PRI Trunking Service provides Customer with voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully below.
 2. SIP Trunking Service. SIP Trunking Service provides Customer with voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's PBX or other Customer Equipment, and a variety of features, as described more fully below.
 3. Cross Rate Center Numbers. Customer may order telephone numbers that are associated with a rate center that is different than the Customer's physical location where Spectrum Trunking Service is installed ("Cross Rate Center Numbers"). Calls (excluding E911 calls and associated 911 fees) from Cross Rate Center Numbers are rated and routed based upon the rate center (i.e., location) where the Spectrum Trunking Service is installed. E911 calls are routed based upon the Customer's physical location at the time of the E911 call.
 4. Centralized PBX Support. Customer may order telephone numbers that are associated with a physical Customer location that is different than the Customer's physical location where Spectrum Trunking Service is installed (i.e., "Remote Site"). Calls (excluding E911 calls and associated 911 fees) from a Remote Site are identified, rated, and routed based upon the address and rate center of the Remote Site. E911 calls are routed based upon the Customer's physical location at the time of the E911 call.
- iii. Analog Lines Over Fiber Service. Analog Lines over Fiber Service provides Customer with 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, such as a fax machine. A variety of features, including line hunting, are offered, as described more fully below.
- iv. Cloud Calling Service. Cloud Calling Service provides Customer with SIP connectivity for public switched telephone network ("PSTN") services for Customer's cloud-based phone system. The PSTN services provided include usage, toll free, porting, E911 call routing, and other capabilities. Some services may have applicable charges as described below. In addition to the terms of the Service Agreement, when using Cloud Calling Service, (i) Customer and each End User agrees to and accepts Nuwave Communications, Inc.'s ("NUWAVE") applicable NUWAVE iPilot Platform Terms of Service ("NUWAVE Terms"), which are available at enterprise.spectrum.com/legal/nuwave-cloud-calling-terms-of-service.html (or subsequent URL), and (ii) such NUWAVE Terms shall constitute a binding agreement between NUWAVE and Customer and between NUWAVE and each End User.

- v. Toll-Free Number Service. Toll-Free Number Service provides Customers receiving Trunking Service, Cloud Calling Service, or Unified Communications Service a voice service consisting of one or more toll-free numbers and access to a variety of screening and routing features. Not all Toll-Free Number Services and features may be available in all areas.
 - vi. E911 Location Plus Service. If Customer operates a multi-line telephone system, and Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer has the ability to manage, and is responsible for managing, street and station level address information (e.g., floor, suite, or room number) for telephone numbers at the Service Location(s) for Customer's Enhanced 911 ("E911") address records through use of the E911 Location Plus self-service web portal. The E911 Location Plus portal allows Customer to manage its E911 location details necessary for first responders to locate end users during an emergency and is available at [https://e911.spectrumenterprise.net/users/sign_in \(or successor URL\)](https://e911.spectrumenterprise.net/users/sign_in (or successor URL)).
- (b) **Hosted Communications Services.**
- i. Hosted Voice Service. Hosted Voice Service provides Customer with a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, described more fully below.
 - ii. Hosted Voice for Hospitality Service. Hosted Voice for Hospitality Service provides Customer with a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive property management system integration and other services, as described more fully below.
 - iii. Hosted Call Center. Hosted Call Center Service provides Customer with a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully below.
 - iv. Unified Communications Service with Webex.
 - 1. Description. Unified Communications Service with Webex provides Customer with a combination of (i) instant messaging and presence services, (ii) video calling service, (iii) desktop sharing service, (iv) conferencing service, and (v) web collaboration service, or other features as described more fully below. Unified Communications with Webex Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer or an End User accesses the Unified Communications with Webex Service through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. When using such an application, Customer and End Users are subject to the terms of such application and the terms of the Service Agreement. Changes made to the features, functionalities, capabilities of the Unified Communications with Webex Service, or to an application accessing Unified Communications with Webex Service, shall be in Spectrum's sole discretion. Unified Communications with Webex Service is subject to availability.
 - 2. Webex End User Terms for Unified Communications Services. In addition to the terms of the Service Agreement, when using Webex products or services offered through Spectrum, Customer and each End User agrees to and accepts Cisco's applicable Webex terms, including the following: (i) Cisco Privacy Data Sheets available at: https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency (or successor URL), and (ii) Cisco End User License Agreement for the Cisco client software installed by Customer or End User and for the cloud services used by Customer or End User available at www.cisco.com/go/eula (or successor URL).

v. Unified Communications with RingCentral.

1. Description. Unified Communications with RingCentral Service ("UC with RingCentral") provides Customer with a combination of (i) instant messaging and presence services, (ii) communication services (phone and/or video calling service with optional add-on features), (iii) desktop sharing service, (iv) conferencing service, and (v) web collaboration service, as described in the Spectrum Business Unified Communications with RingCentral Enterprise Terms of Service (further explained below). UC with RingCentral may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., soft phone service). If Customer or an End User accesses UC with RingCentral through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. When using such an application, Customer and End Users are subject to the terms of such application and the terms of the Service Agreement, including the Spectrum Business Unified Communications with RingCentral Enterprise Terms of Service. Changes made to the features, functionalities, capabilities of UC with RingCentral, or to an application accessing UC with RingCentral, shall be in Spectrum's sole discretion. UC with RingCentral is subject to availability.
2. RingCentral Terms. RingCentral, Inc. ("RingCentral") is the underlying provider of UC with RingCentral. In addition to the terms of the Service Agreement, when using RingCentral products or services offered through Spectrum, (i) Customer and each End User is subject to the Spectrum Business Unified Communications with RingCentral Enterprise Terms of Service available at <https://enterprise.spectrum.com/legal/unified-communications-with-ringcentral-terms-and-conditions.html> (or subsequent URL), (ii) Customer and each End User agrees to and accepts RingCentral's applicable End User terms, which are contained in the Spectrum Business Unified Communications with RingCentral Enterprise Terms of Service, and (iii) such End User terms shall constitute a binding agreement between RingCentral and Customer and between RingCentral and each End User.
3. HIPAA and Business Associate Agreement. This paragraph applies if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the UC with RingCentral Service, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations; and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

(c) **Service Descriptions.** Spectrum's Communications Services listed above are described in Spectrum's usage pricing plans, online product descriptions, or other documents identified herein, as applicable, or on Spectrum's website at <https://enterprise.spectrum.com/services/voice.html> (or subsequent URL). Communications Services, including features, functions, usage pricing plans, and packages, are subject to change from time to time by Spectrum.

2. **ADDITIONAL TERMS AND CONDITIONS:**

(a) **Availability of Facilities.**

- i. Communications Services and associated products, 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 Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services, at Customer's expense. Customer must pay for any special construction prior to the activation of Service and/or cancellation of Service.

- ii. Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum 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 Services 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 Service 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 services with unlimited local and long distance calling plans, and PBX hacking or equipment hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of the Service Agreement. 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.

(b) Communications Service Limitations.

- i. Unavailable Services: Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum also blocks access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain "N11" services (three-digit dial codes such as 211) may not be available in all serving areas.
- ii. Service Outages. Communications Service equipment is 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 equipment, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt E911 service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS 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.
- iii. Security Systems and Alert Systems. Although Spectrum will supply a connection (such as an analog line connection) that may allow the operation of Customer's existing security system, alert system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum 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. Spectrum does not represent that the Service 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 Service Location connected to the Communications Service 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 Service meets all applicable regulations.

- iv. **Prohibited Use.** Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection nor be responsible for any failure of such services in the event Spectrum's services are connected to the services by Customer or otherwise.

(c) **Use of Communications Services.** Customer is solely responsible for: (A) prevention of Prohibited Use and other unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (B) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately cease its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

- i. Spectrum reserves the right (A) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (B) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (x) Prohibited Use, or fraudulent or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement, or (y) consumption of Communications Services in excess of the credit limit (if any).
- ii. Taxes and fees (for purchases, monthly fees, chargeable calls, and professional services) are assessed based on Customer's Primary Place of Use ("PPU") which is defined as the physical location where Customer's Service is delivered. Customer is responsible for ensuring its PPU is accurate and up to date.
- iii. Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. 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 Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charges to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum 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 Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement.
- iv. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

(d) **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. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

If Customer activates Custom Caller ID for Trunks or Customer utilizes its own Customer-defined dialing scheme or PBX configuration, Customer must configure its PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call handled by that PBX so that 711/TRS calls complete to the appropriate 711/TRS center.

(e) 911 Services.

- i. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALERT, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS 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 SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE 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 SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM OR THIRD-PARTY NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.
- ii. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the Spectrum Equipment to E911 (x) will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address, (y) may not function properly (or at all), or (z) could be subject to delays or per call charges. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location. ADDITIONALLY, COMMUNICATIONS SERVICE, INCLUDING SOFT PHONE SERVICE, DOES NOT SUPPORT 911 CALLING FROM ANY LOCATION OUTSIDE THE UNITED STATES, AND CUSTOMER AND END USERS WILL BE UNABLE TO USE OR ACCESS 911 OR E911 EMERGENCY CALLING SERVICE FROM SUCH LOCATIONS.
- iii. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service or Customer's failure to comply with applicable E911 laws or regulations, 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 Service from a remote location.
- iv. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum 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.
- v. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, 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 SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

- vi. If Customer operates a multi-line telephone system, Customer shall be solely responsible for complying with all applicable laws and regulations for operation and use of the system and for providing accurate street and station level address information for Customer's telephone numbers. If Customer orders E911 Location Plus, (i) Customer is solely responsible for managing street and station level address information for each telephone number used with the Communications Service ("Spectrum Number") at the Service Location(s) through use of the E911 Location Plus self-service web portal; (ii) Customer will ensure the Spectrum Number associated with the applicable station is transmitted when placing a 911 call; and (iii) Customer will ensure the initial and continuing accuracy of the street and station level address information for each Spectrum Number in the E911 Location Plus web portal, and Spectrum shall rely solely on the street and station level address information provided by Customer.
 - vii. Modifications to street and station level address information in the E911 Location Plus web portal may require up to 24 hours for updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at its Service Locations.
 - viii. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any Public Safety Answering Point ("PSAP"), 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, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.
 - ix. If Customer is using soft phone service, Customer will have E911 calling capability with its soft phone service if Customer's software and service is properly installed, configured, and updated. Customer understands that such soft phone service, including E911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service that reflects the application and/or associated device location. Customer further understands that such soft phone service will not function, will not function properly, or could be subject to delays or per call charges: (i) if a user attempts an E911 call from a location different than the address provided in the soft phone service; (ii) during any disruption of power or Internet connectivity at the user's location; (iii) during any period of services or E911 outage or failure beyond Spectrum's control; (iv) if incorrect, incomplete or invalid address information is provided or if such information is not updated by user in the event of a change in user's location; (v) if user's equipment fails to function, is not properly configured, or is defective; or (vi) if instructions, requirements or obligations for proper operation of the soft phone service are not executed completely and properly.
- (f) Custom Caller-ID (Voice Services only).** If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer, and Customer must configure its PBX to out-pulse such telephone number that accurately identifies the Service Location for reach outbound call, including TRS, 711, and emergency 911 calls to be handled by that PBX. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate PSAP or other responding agency based on the caller's location, in a manner consistent with applicable law. 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.
- (g)** The use of incorrect or fictitious CPN, ANI, or other calling party information on telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

(h) Customer Equipment. Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment connected to the Spectrum Network and the Customer Equipment at the Service Location. In the event Customer-provided fiber, coax, copper wiring, and/or point-to-point wireless, or a segment of the foregoing provided by Customer, (collectively "Customer Facilities") are used in the delivery of Communications Services on Customer's side of the Demarcation Point, (i) Customer shall be solely responsible for the condition, performance, maintenance, repair, and replacement of, including satisfying all legal requirements (e.g., licenses, permits, or rights-of-way) associated with, such Customer Facilities, and (ii) Spectrum shall not be liable or responsible, nor shall it provide Service Credits under any Service Level Agreements, for any Service delays, disruptions, degradations, repairs, maintenance, failures or any other Service issues caused by or resulting from such Customer Facilities.

(i) CPNI. Spectrum is committed to protecting its telecommunications and interconnected voice over internet protocol ("VoIP") service customers' proprietary network information ("CPNI") in accordance with applicable legal requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of such telecommunications or interconnected VoIP service. "Call Detail Records" are an example of CPNI and are defined as information that pertains to the transmission of specific telephone calls, including: (i) for outbound calls, the number called, and the time, location, or duration of the call; and (ii) for inbound calls, the number from which a call was placed, and the time, location, or duration of the call. Customer CPNI is used, disclosed, and maintained by Spectrum as described herein and the Spectrum Privacy Policy, and in accordance with applicable federal and state requirements. Notwithstanding anything else in the Service Agreement, the following shall not be CPNI: (i) Customer's directory listing information (i.e., Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

- i. Spectrum may use and share Call Detail Records and other CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment, and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
- ii. Spectrum will obtain Customer's consent before using Call Detail Records or other CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Call Detail Records or other CPNI in accordance with the terms of this Attachment.
- iii. Spectrum will respond to Customer requests for Customer Call Detail Records only in compliance with Spectrum's then- current authentication requirements and applicable law. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's account address of record (i.e., the address prior to the change).
- iv. Customer may identify a person or persons who are authorized to request Call Detail Records by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter.
- v. Provided that Customer is served by at least one dedicated Spectrum representative with respect to the Communications Services, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, Call Detail Records) is authorized to receive it.
- vi. Spectrum will not be liable to Customer for any disclosure of CPNI (including Call Detail Records) that occurs if Spectrum has complied with one or more of these authentication methods:
 - Agency Letter. As provided in paragraph 2(i)(iv), Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.
 - Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer's Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.

- **Premier Code.** Spectrum may provide Customer' CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- **Security Code (CPNI code).** Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
- **Last 4 digits of any MAC addresses listed on account.** Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
- **Full serial number of any piece of Spectrum Equipment on Customer's account.** Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion. In the event of a conflict or inconsistency between the CPNI terms in this Attachment and the remainder of the Service Agreement, the CPNI terms in this Attachment shall control.

(j) Directory Listings. Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested by Customer and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, 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 SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

(k) Usage Rates/Minute Packages. Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer's Service Order or elsewhere in the Service Agreement, usage pricing plans or packages are available for (i) Trunking Service at <https://enterprise.spectrum.com/products/voice-collaboration/trunking/enterprise-trunking/rates.html>; (ii) Unified Communications at <https://enterprise.spectrum.com/products/voice-collaboration/uc/rates.html>; (iii) UC with RingCentral at <https://enterprise.spectrum.com/services/voice/unified-communications/unified-communications-with-ringcentral.html> (including SMS/MMS plans and The Campaign Registry (TCR) requirements); and (iv) Cloud Calling at https://enterprise.spectrum.com/content/dam/spectrum/enterprise/en/pdfs/services/SE-CC-RC001_Cloud-Calling-Usage-Rates.pdf

(l) Number Porting. Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. 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, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST.

Spectrum 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.

Spectrum 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 Spectrum Network, Customer shall remain bound by the terms of the Service Agreement (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers.

Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communications Services, and Spectrum may change such numbers as deemed necessary.

(m) Call Redirect. If a Customer of PRI Service, Analog Lines over Fiber Service, or Hosted Communications Service elects to redirect calls to an alternate number and if the receiving telephone number is charged as long distance, charges will be applied against Customer's minutes of use package on the account or, if exceeded, at the applicable long distance rates.

(n) Dedicated Fiber Internet Bundles. If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Service combined with Spectrum Dedicated Fiber Internet, Secured Dedicated Fiber Internet, or Enterprise Internet, Customer must have the SIP Trunking Service or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The MRC will revert to the non-bundled rate for the installed Service if Customer fails to accept both Services within this timeframe.

(o) Unified Communications Service Data. Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including, but not limited to, any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform the Service Agreement and/or any agreement between Spectrum and such third-party service provider. Spectrum 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 Spectrum's or such service provider's employees, customers, or the public.