

# RANGE IP VOICE SERVICE AGREEMENT

This Agreement ("Agreement") is made on this date \_\_\_\_\_ by and between \_\_\_\_\_ ("CUSTOMER") located at \_\_\_\_\_ and ("RANGE"), located at \_\_\_\_\_.

WHEREAS RANGE is a provider of communications services IP Voice Service (Service);

WHEREAS CUSTOMER desires to contract with RANGE for the provision of one or more services; and

NOW THEREFORE in consideration of the commitments contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## 1. SERVICE

- I. RANGE IP Voice Service ("Service" or "IP Voice Service") is a service offering consisting of (i.) Professional Services project management and turnkey implementation of the RANGE-provided IP Voice solution and network services; (ii.) the provision of IP Voice manufacturer hardware and software applications, telephone handset(s) and related applications (collectively "Equipment") at Customer-specified service location(s) ("Premises"); (iii.) the furnishing of voice and data access, local, and long distance services; (iv.) the service and support of Equipment at such Premises; (v.) on-going lifecycle management; (vi.) local moves, adds, and changes; and (vii.) proactive monitoring and alerting.
- II. Service is provided, in part, via a centralized multi-tenant IP PBX Equipment that accommodates customers with IP telephone stations and all necessary hardware, software, and equipment.
- III. The Service provides basic voice service calling features. In order for Customer to qualify for IP telephone handsets for use in connection with the Service, Customer must qualify itself as IP-ready. RANGE will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Customer as detailed in the accompanying Service Order ("SO").
- IV. In the event of any inconsistency between the terms and conditions set forth in the corresponding SO and these IP Voice Service terms, these IP Voice Service terms will control.

## 2. AGREEMENT

The Services' term will begin on the Start Date of the initial Order and continue for the initial term set forth in the initial Order ("Initial Term"). Upon expiration of the Initial Term, all Lease Charges for equipment will no longer be applicable, and all other recurring Services will automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to the Account after the initial Order is submitted will start on the Start Date of the subsequent Order and will run conterminously with the then-current term of any pre-existing Services. These additional Services will be billed on the same billing cycles as the pre-existing Services.

### 3. PRICING

- I. Monthly Recurring Charge. The Monthly Recurring Charge incorporates any combination of the following system, telephone, network, and service and support elements:
  - a. Call origination and termination within the 48 Contiguous United States;
  - b. System service and support;
  - c. Caller ID;
  - d. Management Fee (If applicable);
  - e. Lease Fee (If applicable);
  - f. Static IP; and/or
  - g. Broadband Connection(s) (if applicable)
- II. Recurring charges for the Services begin on the Start Date and will continue for the Term. Recurring charges (such as charges for SIP trunks, management fee) will, once incurred, remain in effect for the Initial Term (as described in an Order Form) or the then-current Renewal Term. Recurring charges related to leased equipment will remain in effect for the Initial Term only. RANGE will provide notice of any proposed increase in charges no later than thirty (30) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RANGE is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased within thirty (30) days' written notice. RANGE may also increase System Licensing costs within (30) days' notice.
- III. Manufacturer and third-party applications that may be listed on the SOA under separate line items and are included in the Monthly Recurring Charge may include the following:
  - a. System Licensing;
  - b. System Hardware;
  - c. System Features;
  - d. Faxing;
  - e. Voicemail Services; and/or
  - f. Soft Phone

### 4. BILLING AND PAYMENT

- I. The Customer will pay all applicable charges for the Service as detailed in Service Orders which may be submitted from time to time.
- II. Charges will be invoiced monthly, and RANGE must receive payment from the Customer within thirty days of issuance of the invoice. A failure by Customer to timely pay is a material breach of this Agreement.
- III. Any past due amounts are subject to an interest charge of the lower of one and one-half percent (1-1/2 %) per month or the highest rate permitted by law, plus all reasonable fees, including attorneys' fees, and costs of collections.
- IV. The prices stated in this Agreement and the Service Order do not include any applicable federal, state, or local taxes, fees, and surcharges, and unless the Customer provides to RANGE a valid exemption certificate, the Customer will pay such applicable taxes, fees and surcharges upon receipt of an itemized RANGE invoice.
- V. The monthly charges will be billed effective as of the date the Service is first made available for Customer's use.

- VI. RANGE may adjust or impose additional charges to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the term of this Agreement. An example of such a program is the "Universal Service Fund" which currently does not apply to the subject matter of this Agreement, but which may apply in the future as a result of governmental actions.
- VII. If the Customer requests that RANGE expedite the delivery of Service, RANGE will use reasonable efforts to expedite the delivery and the Customer will pay any applicable charges to expedite.
- VIII. If the Customer, in good faith, disputes a bill or a portion of a bill, it must do so in writing within sixty days from receipt of the bill. Failure to do so constitutes a waiver of any billing dispute. In order to be considered a valid dispute, the billing dispute must be:
- a. Brought in good faith;
  - b. Timely raised;
  - c. Specifically identify the bill or portion of bill which is in dispute and the basis for dispute;
  - d. All non-disputed portions of the bill must be timely paid; and
  - e. The disputed amount may not be used as an offset or credit against future bills.
- IX. Customer will not be in default for failure to pay a disputed amount in a bill provided it meets the criteria for a valid dispute. RANGE and Customer will work promptly to resolve all billing disputes. Any billing dispute not resolved within sixty days from the date the billing dispute was raised may be arbitrated in accordance with Section 6 of this Agreement.

## 5. EQUIPMENT AND SOFTWARE

Customer may purchase or lease equipment from RANGE for use with the Services. The terms and conditions that govern any such transaction can be found at:

- a. Purchase: <https://www.range.net/legal>
- b. Rental: <https://www.range.net/legal>

## 6. TERM & TERMINATION

- I. Unless it is terminated earlier pursuant to other sections of this Agreement, this Agreement shall be in effect as of the effective date first written above and for an Initial Term period of 36 months. Upon expiration of the Initial Term, recurring Services will automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to the Account after the Initial Order is submitted will start on the Start Date of the subsequent Order, will run conterminously with the then-current term of any pre-existing Services and charges will be prorated based on the then-current Agreement term, and will be billed on the same billing cycles as the pre-existing Services.
- II. On or after the commencement of term, the Customer may terminate service prior to the end of the Service Term commitment with a thirty (30) days prior written notice to RANGE, but will be liable for (a) 100% of the cost of all equipment, third-party licensees, and software; and (b) early termination charges which for purposes of this subsection will be 100% of the base monthly charges for the services defined in the Service Order, which are being terminated, multiplied by the number of months remaining in the Service Term. This early termination charge will not apply if: (i) the Customer terminates service due to RANGE being in default; or (ii) RANGE terminates service due to any reason other than the Customer being in default.

- III. RANGE may suspend service and/or terminate this Agreement if the Customer breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from RANGE. RANGE may immediately suspend IP Voice, Data Services and/or terminate the IP Voice and Data services provided without notice if one or more of the following conditions are met:
  - a. In order to prevent damage to or degradation of its data /Internet network integrity which may be caused by the Customer or anyone using the Customer's network;
  - b. To comply with any law, regulation, court order, or other governmental request or order which requires immediate action;
  - c. For a violation of RANGE Internet Acceptable Use Policy ("AUP") as posted at [www.range.net/legal/](http://www.range.net/legal/) which may be modified by RANGE without notice from time to time;
  - d. For other behavior that in RANGE's sole discretion may be deemed to be illegal or otherwise to protect RANGE from legal liability; and/or
  - e. For a violation of RANGE General Terms and Conditions as posted at [www.range.net/legal/](http://www.range.net/legal/).
- IV. Should RANGE terminate the Agreement due to Customer breach of the Agreement and failure to cure, Customer will be deemed to have terminated the agreement and the construction and material charges and early termination fees set forth in Section II shall be applicable.
- V. The Customer may, at any time, during the specified "Term" of the Service Order, upgrade to a higher grade of service with an equal or longer term at no penalty. There will be no refund of monthly charges or any portion thereof that will have been paid to date under the previous Term Agreement. Such upgrade will be set forth in a written revised Service Order which will be appended to and become a part of this Agreement.

## 7. SERVICE REQUIREMENTS

To receive IP Voice Service, Customer must execute, and RANGE must accept, a Service Order ("SO") establishing the rights and obligations of Customer and (including its contractors) with regard to the provisioning of Service and Equipment. The following conditions may be required to be met before RANGE will deliver services to Customer:

- I. A fully executed E911 Disclosure Addendum indicating that any E911 calling capability associated with Service must be completed and returned to RANGE. A fully executed E911 Disclosure Addendum represents Customer acknowledgement that emergency 911 services:
  - a. May not be available during an electrical power outage affecting the Service location;
  - b. Will not be available if Customer's broadband connection service has been disrupted and not restored;
  - c. Will not be available if Service has been discontinued for any reason, including Customer nonpayment;
  - d. May not be available at locations other than the location for which a Service address has been furnished to RANGE;
  - e. May not be available or may be routed to emergency personnel unable to respond, if Customer has moved phones to a location other than one for which a Service address has been provided to RANGE; and/or
  - f. May be delayed or unavailable due to network congestion or other problems affecting the network.

\_\_\_\_ Customer Initial for E911 Disclosure Addendum (last page)

- II. Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response service, such as a traditional landline or mobile telephone, and to inform its authorized users of emergency calling alternatives.
- III. Customer-acknowledged/approved detail of network services include, but are not limited to, a complete and correct inventory of the Customer's telephone numbers to be ported to RANGE (as required).
- IV. Customers porting telephone numbers to RANGE from existing voice service providers are required to provide a Customer Service Record from their previous provider that details the following:
  - a. Customer Account Name;
  - b. Customer Account Physical Address;
  - c. Customer Account Number;
  - d. List of telephone numbers to be ported to RANGE; and
  - e. Customer contact information that includes telephone number(s) and valid email address information.

## 8. LOCAL SERVICES

Where Customer is being provisioned with local services that are tariffed, applicable state tariffs, which may be modified by RANGE from time to time in accordance with law, will govern the provision of local service furnished as part of the IP Voice Service. All local service-related rates, charges and surcharges apply to the voice portion of Service, e.g., Local Directory Assistance, Local Operator Services and Directory Listings.

## 9. LONG DISTANCE / TOLL-FREE SERVICES

IP Voice Service includes an allotment of inbound and outbound domestic long-distance calling minutes subject to the limitations and usage requirements described below. Charges for international long-distance calling will be billed at the then current service rates reflected at [www.range.net](http://www.range.net). In addition:

- a. The minimum charge for a call is sixty (60) seconds, and each call will be billed in sixty (60) second increments with rounded up to the next whole minute;
- b. Directory Assistance (411 or NPA 555-1212) will be charged at the then current service rates; and
- c. Conference Calling charges will be billed at then-current service rates.

## 10. DATA SERVICES

Broadband service can be provided with the IP Voice Service. If such service is provided, the applicable product-specific terms and conditions relating to these offerings located at [www.range.net](http://www.range.net) shall apply.

## 11. THIRD-PARTY VOICE AND/OR DATA NETWORK SERVICE PROVIDER

- I. Customer acknowledges that it may have Quality of Service ("QoS") issues or other service-related interruptions with circuits provided by a third-party carrier (collectively "Third Party Issues").
- II. Third Party Issues could adversely affect Customer's communication solutions, including, but not limited to, inbound and outbound calling, internal extension dialing, and voicemail service. RANGE is not responsible for such issues and Customer agrees to assume all responsibility for resolving any Third-Party Issues.

- III. If during the course of RANGE supporting an open trouble ticket, RANGE recognizes a Third-Party Issue, RANGE will troubleshoot the issue on a time and materials basis at RANGE's then-current rates and Customer agrees to pay such charges.
- IV. If Customer desires RANGE to work directly with the third-party circuit carrier to resolve Third Party Issues, Customer will provide RANGE with prior written permission via a Letter of Agency (LOA).

## 12. MANAGEMENT AND SUPPORT FEE SERVICES

If RANGE or its contractors and agents provide and continue to own the Equipment needed for Customer to use IP Voice Service, then during the Initial Term or any renewal thereof, RANGE or its designee shall furnish service and support of the Equipment when required, provided that the Equipment is used in compliance with RANGE's normal operating instructions and not abused or modified by Customer. Service and support are defined as fault isolations and diagnoses, hardware replacement for defective hardware, and software updates for defective software. Customer will be responsible for making any requests for service and support by contacting RANGE via telephone or by giving RANGE written notice. Service and support services may be provided by remote access to Customer's Equipment. Applicable charges may apply.

- I. **Moves and Adds (MAs)** – Moves and adds, or any other services not covered under this Agreement, will be quoted to Customer at RANGE's then-current rates. Only authorized Customer contacts can request changes to the IP Voice Service. RANGE will provide Customer with an order number and a requested service date. The following remote Changes are included in the IP Voice Management Fee:
  - a. Telephone button programming (e.g. user extension, auto dial button)
  - b. Station name change
  - c. Telephone set coverage / "ring to" change (e.g. call forwarding, busy no answer, etc.)
  - d. Remote Care end-user feature training / Q&A
  - e. Call Restriction change
  - f. Hunt Group change
  - g. Speed Dialing
  - h. Password resets
  - i. Voicemail – Programming change
  - j. Incoming call routing
  - k. Short code creation Services include:
    - i. Upon customer initiating a Remote MA service request, work will be completed within (24) RANGE business hours during normal 8 am- 5pm, M-F hours within the Customer's service address time zone. Note that certain remote software changes may require a reboot of the system to take effect. Changes not listed above will be charged at then current service rates.
- II. **Coverage Hours** – RANGE's service and support coverage applies during Standard Business Hours: 8:00a.m. to 5:00p.m. MST, Monday through Friday, excluding RANGE observed holidays. At Customer's request, RANGE will perform service and support services from 5:00p.m. to 8:00a.m. at RANGE's then-current overtime labor rates.
- III. **IP Voice Repair Response Intervals** – IP Voice Repair Response interval is measured from the time Customer initiates requests for service and support service by contacting RANGE via telephone or by giving RANGE written notice. Hours are stated in Coverage Hours. Service and support work will be performed during Customer's specified coverage hours. RANGE's response to Customer's request for service and support services will include contacting Customer, remotely

accessing the Equipment or by dispatching technical resources to Customer's premise. RANGE will then diagnose and remedy the fault. RANGE will address any and all service repair requests in the order in which the requests are submitted to RANGE. RANGE will do everything in its power to resolve service affecting issues as quickly as reasonably possible.

- IV. **Service and Support Priority** – The following definitions will apply to work needing to be done as it pertains to the ongoing service and support of IP Voice systems provided by RANGE:
  - a. Priority 1: A malfunction of the Service affecting more than 25% of equipment;
  - b. Priority 2: Any failure that is not included in the definition of a Priority 1 Failure.
  
- V. **Hardware Replacement** – If the Service and Support Services include the provisioning of replacement hardware, replacement hardware provided as part of Service and Support Services may be refurbished and will be furnished only on an exchange basis. Returned hardware that has been replaced by RANGE will become RANGE's property.
  
- VI. **End of Life Equipment** – RANGE may discontinue, or limit the scope of Service and Support Services, for Equipment that a third-party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinued," or similar designation ("End of Support") from time to time.
  
- VII. **Remote Monitoring** – RANGE may electronically monitor supported Equipment for the following purposes:
  - a. Remote diagnostics and corrective actions;
  - b. Determination applicable charges;
  - c. Verification of compliance with applicable software license terms and restrictions; and
  - d. Customer will provide RANGE with any necessary connection assistance for such remote access.
  
- VIII. **Exclusions to Service and Support Services** – None of the following are included in Service and Support Services provided by RANGE:
  - a. Diagnosis or support of equipment or software other than supported Equipment provided by RANGE in connection with the IP Voice Service, including without limitation, systems interfacing with supported Equipment;
  - b. Support of user-defined applications;
  - c. Making corrections to user-defined reports;
  - d. Data recovery services;
  - e. Services associated with relocation of supported Equipment to external office locations outside of original equipment location;
  - f. Support of Equipment used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Equipment was licensed by the manufacturer;
  - g. Support of Equipment that have had their serial numbers altered, defaced or deleted; and
  - h. Service and Support or repair resulting from any of the following:
    - i. neglect, misuse, power failures or surges, fault or negligence of any persons other than RANGE or its contractors or causes external to the supported Equipment;
    - ii. the combination or integration of non-RANGE furnished equipment, software, or facilities with supported Equipment (except as provided in the RANGE documentation);
    - iii. supported Equipment that have been changed, modified or altered if such changes, modifications or alterations are not performed or directed by RANGE;
    - iv. changes to the environment in which the supported Equipment were installed;

- v. any failure to follow RANGE's or the manufacturer's installation, operation or service and support instructions, including the failure to permit RANGE timely remote access to the supported Equipment;
- vi. actions of non-RANGE or RANGE authorized contractor personnel; and/or
- vii. force majeure conditions outside of RANGE's reasonable control.

IX. **Customer Provided Equipment** – The customer or its designee shall furnish maintenance of their Equipment when required, provided that their Equipment is used in compliance with RANGE's normal operating instructions, including the provision of replacement hardware and/or software. Failure of customer-provided equipment may negatively impact and/or result in significant or total loss of service for an extended period of time until customer or designee provides replacement hardware or software and restores service.

### 13. ADDITIONAL CUSTOMER RESPONSIBILITIES

Customer will cooperate with RANGE or RANGE's contractors or agents as reasonably necessary for RANGE's performance of Services in a timely manner. This cooperation includes:

- I. providing RANGE or RANGE's contractor or agent with access to all facilities, Equipment, hardware, software, workspaces, and office support (telephone, internet access, etc.);
  - a. ensuring that the premises are safe, free of any hazardous materials and have installed necessary power and grounding and climate control facilities;
  - b. ensuring that Customer has obtained connection to and all necessary permissions, licenses, permits or consents from any public or private telephone network to which the supported Equipment are connected and any necessary permissions, licenses or permits from any federal, state or local government or regulatory authorities;
  - c. providing RANGE with designated points of contact; and
  - d. providing necessary telephone numbers and passwords to enable remote access to the supported Equipment and notifying RANGE promptly of any changes made to such numbers or passwords. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.
- II. Where Customer is to provide RANGE with information or access in relation to any third party products or the integration of supported Equipment in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to RANGE in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for the provision of such information or access to RANGE for RANGE's use in its performance of the Services.
- III. Costs incurred by RANGE due to non-performance by Customer or Customer's vendor(s) may result in additional charges and / or delay in installation and cutover. Customer hereby agrees to promptly pay RANGE for such applicable charges.

### 14. VOIP – LAN/WAN INFRASTRUCTURE

- I. Customer is responsible for the design, management, performance and on-going service and support of their corporate and/or remote office local area networks, including the physical station-



level cabling, network IP subnetting, configuration of VLANs, or establishing VPNs supporting the desktop computers, corporate applications, and peripheral IP equipment.

- II. RANGE does not warranty or guarantee connectivity, performance, or QoS for IP Telephony and VoIP applications over non-RANGE-provided or approved network and/or IP Voice services.
- III. Customer understands that it is Customer's responsibility to administer and maintain QoS levels within its network infrastructure.
- IV. Customer acknowledges its local area network (LAN) and/or wide area network (WAN) user elements may need to be upgraded, redesigned, or reconfigured at Customer's sole expense in order to support converged IP Telephony and VoIP solutions.
- V. Customer understands that any future LAN modifications or data applications may negatively impact QoS and LAN-connected applications and in those instances, Customer may require RANGE troubleshooting, repair and possibly a network assessment at Customer's expense.
- VI. Customer is responsible for the installation and deployment of the VPN clients for IP hard and soft telephones where applicable.

IN WITNESS WHEREOF, the CUSTOMER acknowledge that: the person signing below is their authorized representative; the CUSTOMER agrees to the terms and conditions found within this Agreement; and the Parties do hereby execute and authorize this Agreement as of the day, month and year first written above:

**CUSTOMER:** \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_