

VOIP Telephone Terms and Conditions

ALL TELEPHONE SERVICES

The terms and conditions of this Service Agreement (“Terms” or “Agreement”) constitute the agreement (“Agreement”) between FIRST CHOICE CLOUD SOLUTIONS, LLC (“Company”, “FCCS”, “Us”) and the User (“you,” “User” or “Customer”) of the Company’s business communications Services, and any related products or services (“Service”). This Agreement governs both the Service any other IP connection Device (“Device” or “Equipment”), used in conjunction with the Service.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING: WARNINGS THAT YOU MAY BE UNABLE TO USE THE VOIP SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES; LIMITS AND DISCLAIMERS ON COMPANY’S LIABILITY; AND THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE.

SERVICE

Service is offered on a one-, two- or three-year basis for a term that corresponds with the date your FIRST CHOICE CLOUD SOLUTIONS, LLC Telephone service was activated and ends on the day before the same date in the following year(s). At the conclusion of that contracted time, service will convert to a month-to-month agreement. Subsequent terms of this Agreement automatically renew unless you give FIRST CHOICE CLOUD SOLUTIONS, LLC written notice of non-renewal at least ten (10) days before the end of the term in which the notice is given. You are purchasing the Service for full contracted terms, meaning that if you attempt to terminate Service prior to the end of a contracted term, you will be responsible for the full contract’s charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

If you subscribe to the Company’s Business Services, which is defined as Service intended solely for the subscriber’s use to support commercial, for-profit or not-for-profit, non-residential enterprises (“Business Services”), the Service is provided to you as a business User. Because FCCS has no control over your power or Internet connectivity, you may experience occasional outages. For this reason, FCCS recommends that you maintain another backup provider so that you have backup contact ability. It is recommended that you set an external call forward number that can be configured and enabled in the website so that you can receive calls in the event of an outage. You shall not resell or transfer the Service to another party. You are prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if FCCS determines, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar activities.

If your usage pattern for calls to the forty-eight (48) contiguous state local calling areas is in the ninety-fifth (95th) percentile for two months out of any three-month period your account will automatically convert from an unlimited domestic long distance account to a metered use account. A metered use account will have a domestic long distance use allowance of 350 minutes per user or 1500 minutes per line, and additional domestic

use for calls to the 48 contiguous state local and long-distance call will be billed at the then in effect dialing rate, currently \$.01 per minute.

LIMITATIONS OF SERVICE

Customer acknowledges, and agrees, to the following limitations of service:

- a. Not a telecommunications service. The Service is not a telecommunications service and the Company provides it on a best effort basis. Important distinctions exist between telecommunications service and the Service offering that FCCS provides. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.
- b. Operator assisted calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) Services in one or more (or all) Service areas.
- c. Phone numbers. The phone numbers you obtain from FCCS for your local phone company may be listed in telephone directories. This directory listing may be associated with a monthly fee.
- d. Compatibility with other devices and systems. The Service may not be compatible with non-voice devices. All non-voice communications equipment, including but not limited to, security systems or alarm systems that are set up to make automatic phone calls, modems, data modems, any device that relies upon a modem, or other hearing impaired devices, and medical monitoring devices ("Non-Voice Systems"), are not considered compatible with the Service and may be interrupted or permanently disabled by installation or operation of the Service. You should maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in business. You are solely responsible for the operation and use of such Non-Voice Systems with the Service, including taking any necessary steps, as permitted under your agreements with the Company, to ensure compatibility between such Non-Voice Systems and the Service. This service does NOT support Life-Line (or similar) devices or monitoring.
- e. Other providers. You authorize the Company to act on your behalf, as your agent, in moving your telephone number and related local and long distance services from your current provider to the Company or any of its wholesale service providers. You acknowledge that the Company may change wholesale providers from time to time and may move your phone number from one wholesale carrier to another at any time. You acknowledge that the Company will become the customer of record for all phone numbers that FCCS moves or "ports" to the Service.
- f. Security. The Service relies upon portions of the public Internet, and third-party networks, to transmit voice and other communications signals. The Company cannot, and does not, guarantee that the Service is secure, or can be used in a secure manner.
- g. High-Risk Uses. The Service is not fail-safe or designed or intended for use in situations where error-free or uninterrupted service is essential, including uses involving vital communications in which an error or interruption in the Service could lead to injury to business, persons, property or the environment ("High-Risk Uses").

REVISIONS, AMENDMENTS, OR MODIFICATIONS TO THESE TERMS

The Company may change this Service Agreement or the Service from time to time by posting a revised version of this Service Agreement or announcing Service changes on the Company's website currently located at: <http://fccs-cloud.com>. Such changes may include, without limitation, increasing the charges for the Service, including any additional features that may be offered in conjunction with the service. Changes will become effective once posted, and your continued use of the Service will constitute your acceptance of any such changes. However, if you do not wish to continue Service after a change or modification in features or functionality that materially effects the Service to you, you may terminate this Service Agreement by providing written notice to the Company within twenty (20) days of the effective date of the modification, and you will not be charged any Termination Fee (as defined below).

TERMINATION OF BUSINESS SERVICE

To cancel or terminate the Company's Business Service, you must contact our offices at 1-802-257-9422 and provide written notice at least ten (10) days before the end of the contract term in which the notice is given. If you DO NOT notify Us that you are porting (moving) your phone number to a new phone company, FCCS will turn off your FIRST CHOICE CLOUD SOLUTIONS, LLC Phone service and terminate billing at the end of the current billing term. If you DO notify Us that you are porting (moving) your phone number to a new phone company, FCCS will be required to leave your FIRST CHOICE CLOUD SOLUTIONS, LLC Phone Service active until you or your new phone company notifies Us that the port-away has completed. The phone service must remain active until the port-away has occurred or your phone number may be lost. Once FCCS is notified that the port-away has completed (either by your new phone company or by you) FCCS will turn off your FIRST CHOICE CLOUD SOLUTIONS, LLC Phone Service and terminate billing at the end of the current billing term. If you are canceling Service it is your responsibility to notify Us if you have requested FIRST CHOICE CLOUD SOLUTIONS, LLC to port your number from another company and it has not yet completed the porting process. The Company will attempt to cancel the porting of your number to FIRST CHOICE CLOUD SOLUTIONS, LLC once you've notified Us of your intent to cancel. If the porting has completed, it is your responsibility to notify your new phone provider to port your number from Us.

For Business Services, FCCS reserves the right to suspend or discontinue the Service generally, or to terminate or suspend your Service for failure to rectify a violation of the Service Agreement within 7 days after receiving notice thereof from the Company. If We discontinue the Service generally, or terminate your Service, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your failure to correct any breach of any provision of this Agreement, you will be responsible for charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Service may be suspended by the Company without prior notice if necessary to comply with applicable laws or to preserve the integrity of service to other Customers. If service is suspended without prior notice, the Company will use reasonable efforts to notify Customer of the suspensions and the reason for suspension within one (1) business hour of suspension.

SERVICE REQUIREMENTS AND AVAILABILITY

You must supply certain equipment and facilities, such as a VoIP phone handset or equivalent, installed phone wiring and outlets, and a powered electrical outlet. You are responsible for supplying and ensuring that the equipment you supply is compatible with the Service and meets federal and other applicable standards. You represent that you either own your equipment or have the right to use that equipment in connection with the

Service. The Company shall have no obligation to provide, maintain, support or service your equipment. If your Internet Access Service is terminated, suspended or disconnected for any reason, the Service will not be available until you reestablish your Internet Access Service with the Company.

FEES, TAXES AND OTHER CHARGES

We publish on our website, <http://fccs-cloud.com>, an explanation of the taxes and fees for this service. These fees and charges may change from time to time and vary depending on Federal, State, and Local City rules. If you make calls to locations outside the US, Its Territories, or Canada, then International rates will apply. Please call 802-257-9422 for current International rates. You will be charged \$1.50 for each call you make to Directory Assistance (411).

911 EMERGENCY SERVICES

Carefully read the information below. By acceptance, and use, of the VOIP Service you acknowledge and accept any limitations of 911/E911 service, and you agree to convey these limitations to all persons who may have occasion to place calls over the VOIP service. If you have any questions about 911/E911, call 802-257-9422.

LIMITATIONS ON 911 EMERGENCY SERVICE: The VOIP Service includes 911/Enhanced 911 functionality (“911/E911”) that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. E911 service includes transmission of your telephone number, and information you provide to FIRST CHOICE CLOUD SOLUTIONS, LLC about the physical location of the equipment and facilities that are used to provide your VOIP Service (“Registered Location”). When you dial 911, your emergency services call will be routed to the applicable Public Safety Answering Point, or other applicable emergency services call center, or local emergency authority (“PSAP”). If the PSAP is capable of receiving your telephone number and Registered Location (“E911 Information”), such information will also be conveyed to the PSAP when you dial 911.

REGISTERED LOCATION: USE OF THE VOIP SERVICE FROM A LOCATION OTHER THAN YOUR REGISTERED LOCATION MAY CAUSE YOUR 911 CALL OR E911 INFORMATION TO BE ROUTED TO THE WRONG PSAP, MAY CAUSE EMERGENCY RESPONSE PERSONNEL TO BE DISPATCHED TO THE WRONG ADDRESS, AND MAY RESULT IN OTHER PROBLEMS WITH ACCESSING AND OBTAINING EMERGENCY SERVICES, INCLUDING BUT NOT LIMITED TO YOUR INABILITY TO RECEIVE EMERGENCY SERVICES. AS A RESULT, YOU MUST UPDATE YOUR REGISTERED LOCATION WITH FIRST CHOICE CLOUD SOLUTIONS, LLC BEFORE USING THE VOIP SERVICE AT A NEW LOCATION. TO UPDATE YOUR REGISTERED LOCATION, CONTACT FIRST CHOICE CLOUD SOLUTIONS, LLC CUSTOMER CARE AT 1-802-257-9422- OR AT <http://fccs-cloud.com>.

EVEN IF YOU USE THE VOIP SERVICE FROM YOUR REGISTERED LOCATION, TRYING TO CALL 911 OR OBTAIN EMERGENCY SERVICES THROUGH A 911 CALL MAY FAIL FOR A NUMBER OF REASONS, INCLUDING:

- a. POWER FAILURE – IF THERE IS A POWER OR INTERNET OUTAGE OR INTERRUPTION, YOU WILL NOT BE ABLE TO USE THE VOIP SERVICE FOR ANY 911 OR OTHER EMERGENCY CALLS (AFTER SUCH AN EVENT, YOU ALSO MAY NEED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE YOU CAN CALL 911).
- b. TERMINATION OR SUSPENDED SERVICE – IF YOUR VOIP SERVICE OR INTERNET ACCESS SERVICE IS INTERRUPTED, SUSPENDED OR CANCELLED FOR ANY REASON (INCLUDING DUE TO TECHNICAL PROBLEMS, YOUR

FAILURE TO PAY FIRST CHOICE CLOUD SOLUTIONS, LLC, OR TERMINATION OF THIS VOIP SERVICE AGREEMENT), YOU WILL NOT BE ABLE TO USE THE VOIP SERVICE TO CALL 911;

c. TRANSFERRED NUMBER – AS DESCRIBED FURTHER BELOW, IF YOU TRANSFER A TELEPHONE NUMBER FROM YOUR TRADITIONAL TELEPHONE SERVICE, THERE MAY BE A DELAY OR INTERRUPTION IN YOUR ABILITY TO USE THE VOIP SERVICE TO CALL 911;

d. UPDATED LOCATION INFORMATION – AS DESCRIBED FURTHER BELOW, IF YOU USE THE VOIP SERVICE AT A NEW REGISTERED LOCATION, IT MAY TAKE SEVERAL DAYS AFTER YOU NOTIFY FIRST CHOICE CLOUD SOLUTIONS, LLC OF THE NEW REGISTERED LOCATION BEFORE 911 CALLING OR E911 FUNCTIONS WILL BE AVAILABLE; AND

e. TECHNICAL LIMITATIONS – NETWORK CONGESTION, RADIO INTERFERENCE, WEAK WIRELESS SIGNALS, OR OTHER CAUSES OF REDUCED INTERNET ACCESS SERVICE PERFORMANCE MAY PREVENT YOU FROM USING THE VOIP SERVICE TO CALL 911 OR MAY DELAY THE ROUTING OF YOUR 911 CALL OR E911 INFORMATION. YOU SHOULD NOT RELY ON THE VOIP SERVICE AS YOUR PRIMARY METHOD TO OBTAIN EMERGENCY SERVICES. IF YOU DO NOT FEEL COMFORTABLE WITH THESE LIMITATIONS, **FCCS** SUGGESTS YOU MAKE ALTERNATIVE METHODS AVAILABLE TO CALL 911 OR OTHERWISE OBTAIN EMERGENCY SERVICES, SUCH AS THROUGH A TRADITIONAL TELEPHONE LINE OR A MOBILE PHONE.

LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT FIRST CHOICE CLOUD SOLUTIONS, LLC WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FIRST CHOICE CLOUD SOLUTIONS, LLC AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF AND UNDERSTAND THE FOREGOING LIMITATIONS AND AGREE TO ADVISE ALL PERSONS WHO MAY CONDUCT CALLS USING YOUR VOIP SERVICE OF THE SAME.

“REVERSE 911” SERVICE: “Reverse 911” service is a telephonic community notification system that may be used to deliver outbound messages in the event of an emergency. The system employs a combination of database and mapping technologies to allow emergency responders to pinpoint a specific geographic area and deliver the appropriate message to residents in the affected area. Certain systems have the ability to call both listed and unlisted phone numbers. Subscribers should contact their local public safety agencies to determine if the number used in the provision of the VoIP Service can be registered with the local public safety agency. The technical limitations associated with the provision of Reverse 911 service are due entirely to the local public safety agency’s network and systems capabilities. The Company shall not be liable for any failures, loss of service, interference, or incompatibility of the VoIP Service and any Reverse 911 service offered by local public safety agencies. Further, the Company offers no warranties, either express or implied, as to the availability of such Reverse 911 services, or their compatibility with the Service.

PROHIBITED USES

You shall use the Service only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, FCCS determines that you have used the Service for an unlawful purpose. In the event of such termination, you will be responsible for the full month’s charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will

become immediately due and payable upon termination of your Service. If FCCS believes that you have used the Service for an unlawful purpose, FCCS may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, FIRST CHOICE CLOUD SOLUTIONS, LLC will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

You shall not use the Service in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, FCCS determines that you have used the Service in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. In addition, FIRST CHOICE CLOUD SOLUTIONS, LLC will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

Although FCCS encourages you to use the Service to place calls to foreign countries from within the United States, FCCS does not presently offer or support the Service in any countries other than the United States. If you use the Service outside of the United States, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if We determine, in our sole and absolute discretion, that you have used the Service outside of the United States.

You agree not to: use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise); defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; advertise or offer to sell or buy any goods or Services for any non-personal purpose; harvest or otherwise collect information about others, including email addresses, without their consent; create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message; use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of the Service members or other User or usage information or any portion thereof other than in the context of your use of the Service as permitted under this Agreement, and these terms of service; transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs; transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents; interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; host any type of publicly accessible file sharing, gaming, or email server including, but not limited to HTTP, FTP, SMTP, POP3, and Peer-to-Peer; interfere with another member's use and enjoyment of the Service or another individual or entity's use and enjoyment of similar Services.

The Company has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, the Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

The Company reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address.

RELOCATION REQUIREMENT

The Service may be used only at the Registered Location you provide to the Company. If you wish to relocate the Equipment, you must contact the Company for information on Service availability at the new location. If the Service is available at your new location, you must update and register the new location with the Company in order to update our records for the Service and help make 911 services and E911 features available to you. If Service, 911 calling or an E911 feature is not available at the new location, your Service will be terminated or suspended until you return the Equipment to a location with Service, 911 and E911 availability and provide Us updated information for the new location. Using or moving, or attempting to use or move, the Equipment or Service to a location without complying with this Section is a violation of this Service Agreement and you do so at your own risk.

LOCAL NUMBER PORTABILITY

If you are transferring your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

- a. You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for Service;
- b. You authorize the Company to notify your current telephone service provider of your decision to switch your local, local toll and long distance services to the Service, and you represent you are authorized to take such actions;
- c. You acknowledge that if you set up the Service prior to the date that the number switch becomes effective (the "Port Effective Date"), you may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 911 or other emergency calls over the Service, until the Port Effective Date (in such a case, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date); and
- d. You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To help avoid an interruption in your phone service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you by the Company following your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date; and
- e. You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to you.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO:

- a. DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING OR PARTICIPATING IN A 911 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR ENHANCED 911 TELEPHONE SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E911 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 911 OR E911 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS;
- b. INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE VOIP SERVICE, INTERNET ACCESS SERVICE, ANY EQUIPMENT, OR OTHERWISE;
- c. ANY LACK OR BREACH OF SECURITY YOU OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE VOIP SERVICE; OR
- d. USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK USES.
- e. Our liability under this agreement will not exceed the Service charges for the affected time period. The Company will not be responsible for third-party fees or charges, including but not limited to, banking fees, overdraft fees, cellular phone or other wire line charges, technician charges, or other similar charges.
- f. This Section 11, Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by you or the Company, for any reason.

UNLIMITED USE OF SERVICE

The Company offers unlimited local and domestic long distance calling for business use subject to the following limitations. Use of the service, including for any telemarketing purposes, that results in excessive use is strictly limited. The Company determines excessive use according to criteria identified at its sole discretion and control, regardless of prior history. Subscribers that engage in excessive use will, at the Company's discretion, be subject to immediate termination.

PRIVACY

The Company utilizes, in part, the public Internet and third party networks to transmit voice and other communications to and from the Subscriber. The Company is not liable for any lack of privacy which may be experienced with regard to the Service. Furthermore, the Service is offered over a platform that does not allow for the Company to encrypt the voice signals delivered over its network. Finally, the Company cannot guarantee, or protect, against the possibility that third parties may improperly attempt to capture signals, or communications, sent over the network.

Additional information concerning the steps that the Company takes to protect your privacy, and related issues, is provided in the Company's privacy policy, CALEA and CPNI compliance policies, which are available upon request.

BY USING THE FIRST CHOICE CLOUD SOLUTIONS, LLC TELEPHONE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE THE SERVICE.

IP TELEPHONY REQUIREMENTS AND DISCLAIMERS

There are many factors to consider in ensuring Quality of Service (QoS) on an IP enabled telephone system outside of the phone switch. All factors combined add to voice quality, including echo, chop, and dropped calls.

- Network Assessment: Required for any installation using more than 5% of installed telecommunications devices/service for IP telephony/trunking or critical applications.
- Data patch panels, cabling, and jacks: Must be tested and approved for AT LEAST 100 MB bandwidth. Gigabit speeds may be required in some large VoIP configurations.
- Data switches and routers: QoS enabled protocols included to prioritize voice traffic on ALL data infrastructure hardware. Documented proof that all switches and routers have QoS mechanisms included and are **enabled**.
 - Actual bandwidth needed will be calculated at 90 kbps per maximum call paths. This bandwidth should be reserved and dedicated to voice traffic.
 - Ensure that all SIP ALG helpers are turned off in routers/firewalls.
- NO HUBS
- External (WAN) calls use a compressed codec (vs. internal LAN calls) and result in lower voice quality.
- For IP trunking to another site, a dedicated circuit is REQUIRED to ensure QoS.
 - MPLS
 - PPP
- PoE. Consider whether you require a PoE switch, power injector, or local power transformers.
- IP over Cable/DSL using VPN will give variable results which could include intermittent speech quality issues and dropped calls (jitter, latency and dropped packets). No guarantees are made for call quality over DSL.
- UPS / battery backup / generators: consider backup power for critical phone locations. Where traditional phones were powered from the PBX in a central location, IP delivered phone service is less central and spread out depending on the size of your organization and campus.

A lack of ANY one of these components will degrade the entire IP experience and compromise voice quality. I understand that “high speed” Internet connections, including DSL, satellite, or even non-dedicated partial or Full T-1 circuits DO NOT ensure acceptable voice quality across a WAN (due to the inherent lack of QoS on these “best effort” services). I also am aware of how IP phones react differently to e911 issues than Digital phones. Do not dial 911 from any of the remote IP phones if they reside at a separate physical address from the main Phone system/telco lines unless you have ensured proper E911 compliance with a dedicated DID for that phone which provides the proper location information.

- I understand that all of these factors must be addressed and will comply completely to ensure QoS for voice traffic.

- I understand that I have chosen to overlook/cannot comply with one or more of the above QoS components and accept “best effort” voice quality and do not hold FCCS responsible for unacceptable results.

Changing of Service Providers, public, internal private IP addresses (whether Static or DHCP) may affect the ability to make or receive phone calls. Please consult with FCCS before making any Service Provider changes or internal IT/network IP address changes.