



Hosted VoIP Agreement

Version 2017.1



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Agreement

This Hosted VoIP Agreement is part of an aggregate set of agreements which, combined together by reference, create one integrated contract (the “Agreement”) between Aldridge (“we,” or “us,” including “our,” and “Aldridge”) and Client (“you,” including “your,” or “Client”). Each of Aldridge and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order (“SO”) agreements executed by you (individually and collectively, “Engagements”), this document and all the applicable documents listed in the tables immediately below (“Included Agreements”) are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, this Agreement, but not the terms of any ongoing Engagement, will be superseded by the terms and conditions set forth in the then currently published version of the Agreement available online as of the date on which your services are renewed (the “Renewal Terms”). If you do not agree to the Renewal Terms, you may decline to renew your services.

The Aggregate Set of Agreements between Client and Aldridge, the Included Agreements

Applicable Agreements Integrated into All Engagements	Available Online at
Master Services Agreement	http://aldridge.com/MSA
Services Guide Agreement	http://aldridge.com/SG
Service Level Agreement (“SLA”)	http://aldridge.com/SLA
Standard Rates Agreement	http://aldridge.com/rates
Domain Name Registration and Renewal Agreement	http://aldridge.com/DNR
A current and submitted Client Information Form, available online	http://aldridge.com/info

Included Agreements Integrated into Specific Engagements, as Applicable	Available Online at
Monitoring Services Guide Agreement <i>(applies to Engagements which include Managed Services)</i>	http://aldridge.com/monitoring
Aldridge IT Architecture for Business Optimization <i>(applies to Engagements which include Managed Services)</i>	http://aldridge.com/architecture
Managed Backup and Continuity Services Agreement <i>(applies to Engagements which include Managed Backup and Continuity Services)</i>	http://aldridge.com/backupservice
Acceptable Use Policy Agreement <i>(applies to Engagements which include Aldridge Cloud Hosting or Connectivity Services)</i>	http://aldridge.com/AUP
Microsoft End User License Agreement <i>(applies to Engagements which include Aldridge Cloud Hosting Services)</i>	http://aldridge.com/EULA
Hosted VoIP Agreement <i>(applies to Engagements which include Hosted VoIP Services)</i>	http://aldridge.com/hosted_voip



Hosted VoIP Agreement

Aldridge and its affiliates (“Aldridge”) will provide Hosted VoIP Service (the “Service”) during the term of the applicable Service Order (“Agreement”) as specified in the Service Order and the Aldridge Services Guide. These additional terms and conditions apply once you accept the Service Order.

Your Hosted VoIP Service Overall Responsibilities

1. You warrant that the Aldridge services will be used only for commercial purposes, and this is a business-service transaction, versus a consumer-service transaction.
2. You must separately obtain and maintain an appropriate Internet service to have functioning telephone service. An appropriate Internet service has the reliability, capacity, and quality necessary to support voice services, as Aldridge specifies.
3. You acknowledge and agree that the quality of your Aldridge Hosted VoIP Service is very dependent upon the reliability, capacity, and quality of your Internet connection, and you accept ultimate responsibility for your Internet connection.
4. If your Internet service experiences an interruption or outage, your voice services will not function.
5. If you wish to continue using your existing telephone numbers, you are responsible to promptly complete and submit to Aldridge a Letter of Authorization Form that authorizes the moving of telephone numbers from your present voice service carrier. Aldridge can provide you an example Form for this purpose.
6. You are solely responsible for the security of your Hosted VoIP service, and you agree to take all necessary steps to reasonable prevent and avoid fraudulent use of your service, including but not limited to subscription fraud, cloning or network fraud, and employee or third party theft.
7. You accept and agree to any and all liability and responsibility for any damages and losses to the Hosted VoIP service arising out of any malfunction or other issue with your network infrastructure.
8. You represent, warrant, and agree that you have read, understood and accepted, and that you will abide by the Acceptable Use Policy at <http://www.aldridge.com/AUP>.
9. You represent, warrant, and agree that you have read, understood and accepted the Limitations of 911 Service in this document.

Your 911/E911 Emergency Service Responsibilities

10. It is your responsibility to ensure that your end users have access to Aldridge 911/E911 (referred to hereinafter as “911”) Service.
11. **LIMITATIONS OF 911 SERVICE - To the fullest extent permitted by applicable law, Aldridge, and its carriers, will not be liable for any damages due to a delay or failure to provide 911 Dialing, or any interruption or degradation of voice quality for 911 calls, resulting from any cause, including, without limitation: failure to timely provide accurate physical address location; failure or defect in your broadband service, PBX or other**



equipment: failure of an incoming or outgoing communication; the inability of 911 calls to be connected, completed, or forwarded; an act or omission of a third party, including service outage or loss of power. Aldridge, and its carriers, is not responsible for the conduct of local 911 call centers or third parties who assist the company in routing 911 calls, including where data used by a third party to route 911 calls is incorrect or results in no or erroneous data transmitted to a 911 call center. You agree to indemnify Aldridge, its officers, directors, employees, affiliates, agents, and any other service provider who provides 911 services to Aldridge, from claims, losses, damages, fines, penalties, costs, and expenses, including, without limitation, attorneys' fees, incurred or asserted by or on your behalf or any third party or user of our service, relating to 911 dialing. To the fullest extent permitted by applicable law, you agree to waive all future claims or causes of action arising from or relating to 911 dialing unless they arise from Aldridge's gross negligence, recklessness, or willful misconduct.

12. Your Responsibility to Maintain Equipment Location Information

- a. 911 Service dispatches emergency services to the location recorded for the telephone equipment as provided in the Telephone Provisioning Form.
- b. You must maintain current and correct site address and device user information for the 911 Service to be available and to function properly.
- c. Concurrent with signing this Service Order, you must complete and submit a Telephone Provisioning Form to establish the physical location of telephone equipment associated with your Service telephone numbers.
- d. The Telephone Provisioning Form is available online at <http://www.aldridge.com/VoIP>, and should be submitted to provisioning@aldridge.com.
- e. If you later intend to physically relocate telephone equipment, it is your responsibility to submit an updated Telephone Provisioning Form at least 15 days in advance of the actual change.
- f. 911 callers must always be prepared to provide their address and telephone number to the 911 operator.

13. Example Cases Where 911 Service May Not Function

- a. **Power Outage.** 911 Service will be disrupted if power to the user's telephone is lost. 911 Service will also be disrupted if power to the hosted PBX, the network infrastructure, or the Internet connection(s) serving it are interrupted.
- b. **911 Call Center Capabilities.** 911 Service may not be available in geographic areas where the local 911 call center is unable to handle and display calling party number and registered address information.
- c. **911 Systems.** Like any other call, 911 Service calls may result in busy signals, especially during natural disasters and mass emergency events. 911 Service systems themselves also are subject to outages, database failures, and human error. If for any reason an end user does not have access to basic 911, the 911 call will be sent to either a ten (10)-digit number at a 911 call center, or to an emergency call relay center, where a trained agent will ask for your name, telephone number, and location, and then transfer you to the local emergency center nearest to your location.
- d. **Incorrect Location/Phone Number.** 911 Service may be limited or unavailable if the record of the end user's registered address has not been updated to reflect changes, if



an improper telephone number is transmitted to the 911 call center, or if delays occur in making a registered address available in or through third party databases.

Your Hosted VoIP Service Equipment Responsibilities

14. Any and all telephony devices deployed to you (“Equipment”) in conjunction with the Service are your property for all purposes including any and all personal property liabilities.
15. When you receive Equipment from Aldridge, if that Equipment arrives damaged or incomplete, you must notify Aldridge within three days. You are responsible for damaged or lost Equipment after this period.

Acceptable Use

16. You may only use the Hosted VoIP Service for business purposes. The Hosted VoIP Service is not a residential or personal service.
17. Toll-Free Numbers. Toll-free service provided by Aldridge can be called from countries that are members of country code 1. If a caller cannot reach your toll-free telephone number, you must ensure that the proper NANPA Caller ID, ANI, P-AI or RIPD is presented in the signaling path of the call.
18. You may not use the Hosted VoIP Service in any excessive or unreasonable manner which may hinder or prevent Aldridge from providing quality service to other clients.
19. As example types of excessive or unreasonable use, you may not:
 - a. re-sell, re-brand, re-supply, aggregate traffic from other entities, or commercially exploit the Service without Aldridge’s written consent.
 - b. set up routing functionality such that only outbound long-distance traffic is sent over the Hosted VoIP Service.
 - c. engage in any conduct which is fraudulent.
 - d. engage in any conduct that results in significant network congestion.
 - e. use the Service with an automated bulk or group dialing and delivery process.
 - f. use continuous or extensive call forwarding.
 - g. establish perpetual or long duration connections.
 - h. use the Service in conjunction with telemarketing activities.
 - i. use the Service for any other activity that would be inconsistent with reasonable and typical business use.
20. Aldridge may monitor your use of the Hosted VoIP Service to enforce this policy. Without limiting Aldridge’s rights under the Service Order and Agreement, if we believe for any reason that you are not in compliance, we may without notice do any or all of the following:
 - a. reduce, limit, suspend, or cancel access to any relevant Service
 - b. charge you for your excessive or unreasonable use of the Service at Aldridge’s retail rates, calculated from the date of the use.



Termination

21. If you wish to cancel your Service, you must provide Aldridge 60 days' notice.
22. You agree to return all Equipment within 30 days after termination of the Service.
23. If you do not return all Equipment within 30 days after termination of the Service, you agree to allow Aldridge full and necessary access to remove all Equipment from your property, even after termination of the Service.
24. At termination of the Service, for Equipment that is not returned to or cannot be recovered by Aldridge in complete and working order, you agree to pay the manufacturers suggested retail price for that Equipment.

Limitation of Liability

25. IN NO EVENT SHALL ALDRIDGE, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST REVENUE, LOST PROFIT, LOST CLIENTS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS YOU PAID TO THIRD PARTIES, EVEN IF YOU OR ANY OF YOUR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALDRIDGE SHALL ALSO NOT BE LIABLE FOR LOSS OF GOODWILL OR DATA ARISING FROM OR RELATED TO THE SERVICE, INCLUDING ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS OR DELAYS BY ALDRIDGE, OUR PROVIDERS, AGENTS, SERVANTS OR EMPLOYEES IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, BILLING, TERMINATING OR CHANGING REGULATED OR NON-REGULATED SERVICES OR FACILITIES AS CONTEMPLATED HEREIN.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS ASSERTED FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT, OR STRICT PRODUCT LIABILITY, IRRESPECTIVE OF WHETHER ALDRIDGE HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. UNDER NO CIRCUMSTANCES SHALL ALDRIDGE'S LIABILITY HEREUNDER EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE AVERAGE MONTHLY RECURRING CHARGE YOU PAID FOR THE PARTICULAR SERVICE TO WHICH THE CLAIM PERTAINS (THE "AFFECTED SERVICE"), CALCULATED FROM COMMENCEMENT OF THE AFFECTED SERVICE TO THE DATE A CLAIM IS MADE. YOU HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. NO CLAIM MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY EVENT, ACT, OR OMISSION THAT OCCURRED MORE THAN ONE YEAR PRIOR TO SUCH CLAIM BEING ASSERTED.

26. Aldridge is not responsible for ANY damages that are a result of issues that arise due to third-party vendors that create service affecting or business-compromising circumstances.