



# Terms & Policies

Acceptable Use. Privacy. Product.

## Schedule 6 Business Voice Services

THIS SCHEDULE 6 (“**Schedule 6**”) is made to the Terms of Service (the “**TOS**”) between CrossLayer, Inc. (“CrossLayer”), and Customer and hereby incorporates by reference and adopts, in its entirety, the terms and conditions set forth in the TOS as a necessary part of this Schedule 6. In the event of any conflict between the terms of this Schedule 6 and the terms of the TOS, the terms of this Schedule 6 terms shall govern. The Customer acknowledges that it has agreed to be bound by the terms and conditions of the TOS in addition to the terms and conditions contained in this Schedule 6.

**1. Affirmative Agreement to Terms.** SIGNING A WRITTEN ORDER FOR CROSSLAYER VOICE SERVICE, OR BY CHECKING THE “I Agree” BOX NEXT TO THE STATEMENT “I agree that I have read and understand the complete set of terms and conditions applicable to the Services, including the 911 service limitations.” DURING CUSTOMER PORTAL REGISTRATION, OR BY ACTUALLY USING THE CROSSLAYER SERVICES, CUSTOMER AGREES TO ALL THE TERMS OF THE SERVICE BETWEEN CUSTOMER AND CROSSLAYER, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE(S) DESCRIPTION, AND THESE TERMS OF SERVICE, TOGETHER WITH THE CROSSLAYER ACCEPTABLE USE POLICY AND THE CROSSLAYER PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF THE SERVICES, DO NOT CONTRACT FOR OR USE THE CROSSLAYER VOICE SERVICES.

**2. Service Order.** The pricing for the Service(s) is detailed on the service order, which is either a written service order or is generated through the on-line Customer Portal (each, respectively, a “Service Order”). The Customer-specified location for each Service is detailed in the Service Order. The Service(s) specified herein shall be provided only to the service location(s) specified in the Service Order, and no other locations.

**3. Service Description(s).** Business Voice – a Voice over IP (VoIP) service, a number of voice lines selected by Customer, terminating to premise-based phone equipment (collectively, the “Device”) over Customer’s IP network. The service has three different packages with a defined feature set (a) Single Line Voice (b) Small Business Voice (c) Enterprise Voice.

To enable Customer’s use of the Services, Customer must first obtain and correctly set up a Device. Some optional, enhanced features of the Services will also require Customer to purchase additional or premium Services.

Utilizing the Service, Customer will receive incoming calls and may make free outgoing calls to traditional telephone networks, wireless telephone networks, and non-8YY-accessed calling card, platform, conference bridges, or chat lines located in the United States. International calls shall be billed to Customer at CrossLayer’s then-current rates for such calls. Some restrictions in cost prohibitive areas may apply.

Customer will not have the ability to call any number that would require the addition of any charges to Customer’s phone bill, such as 900 or 976 numbers or any other “fee per call” type service. CrossLayer may require prepaid purchases and/or CrossLayer may make additional charges for calls to 8YY-accessed conference lines and platforms, certain other high cost calls, or any call where CrossLayer incurs an expense from another carrier. Texting is not available.

**4. Limitation of the Service.** Service Availability. CrossLayer’s ability to provide Customer with Voice services depends upon several unknown factors, including, but not limited to, the quality of the existing wiring at and to the Customer’s site and any and all Customer premise equipment. In an effort to evaluate service availability, CrossLayer may conduct a customer site survey. Notwithstanding anything to the contrary in this Agreement, CrossLayer shall be allowed to cancel this Agreement without liability to Customer if CrossLayer determines, in CrossLayer’s sole discretion, that the service cannot be provided to Customer in an economically viable manner, with sufficient quality or speed and/or as a result of any other factors discovered, including those factors learned through the customer site survey.

We cannot guarantee that the Services will always function without disruptions, delay or other imperfections. There may be power outages or internet service disruptions and Customer may experience other disruptions unrelated to the Services, which will interfere with the quality of Customer’s Service.

Services may not be compatible with certain equipment, including but not limited to, security systems, medical monitoring equipment, fax machines, satellite television systems, or computer modems.

Customer may not lease, rent, resell, or loan the Services to any third party.

**5. Warranties and Warranty Disclaimers.** The Services and CrossLayer Equipment are provided "AS IS", without any warranties of any kind. CROSSLAYER MAKES NO EXPRESS WARRANTY REGARDING THE SERVICES OR THE CROSSLAYER EQUIPMENT AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CROSSLAYER MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CROSSLAYER DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS OR REPRESENTATIVES OF CROSSLAYER, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

**6. Disclaimers Related to the Service.** CrossLayer shall not be liable for any damages, including, without limitation usage and toll charges which Customer may incur as a result of the unauthorized use of Customer's Devices and/or network facilities. This unauthorized use includes, but is not limited to, the placement of calls from Customer's premises and the placement of calls through Customer provided equipment and/or Customer's network. In no event will CrossLayer be liable for security or protection of Customer's network, transmission facilities, or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices. Customer shall remain responsible for any long distance charges or other charges irrespective of any actual or alleged unauthorized or fraudulent use.

**7. 911 Information, Registration, Limitations, Fees, and Waivers.**

a. 911 Service Description. The Service is not a traditional telephone service and 911 will not behave in the same manner as with the use of traditional telephone service. Because of the nature of the Service, CrossLayer is not required to provide Customer with access to 911, Enhanced 911 ("E911"), or similar access to emergency services.

b. E911 vs Basic 911 Service. The 911 service provided by CrossLayer differs in a number of important ways from traditional 911 or E911 dialing available with most traditional telephone services. When placing a call to emergency services with E911, the user's telephone number and location are automatically transmitted to the operator during the call. With Basic 911 the user's telephone number and location are not automatically transmitted to the operator. The operator at the answering location verbally obtains the pertinent information that identifies the caller's need and physical location. When 911 service is provided by CrossLayer, only Basic 911 service is provided.

c. Informing Users of the 911 Service Limitations. It is Customer's responsibility to inform all users of the Service of the differences and limitations associated with 911 calls utilizing the Service. If you are not comfortable with the limitations of 911 dialing utilizing the Service, you should consider having an alternate means of accessing Basic 911 or E911 service.

d. Other Customer Obligations Regarding 911 Service. Customer must make additional arrangements in order to call 911 utilizing the Service. Customer may enroll in Basic 911 service if Customer registers a United States 911 address for United States telephone numbers or a Canadian 911 address for Canadian telephone numbers. CrossLayer may, but is not obligated to, take commercially reasonable steps to provide Customer with emergency service calling only for Customer's registered 911 address. Customer agrees to provide CrossLayer with detailed information related to the Customer's main location, contact information, and all end-user addresses/locations corresponding to all Devices. Customer agrees to continually update this information and shall provide CrossLayer with written notification prior to implementing any moves, adds, or changes to Customer's Devices. Customer acknowledges that failure to provide such information on a timely basis will severely impair the effectiveness of the Service to appropriately connect 911 calls to emergency service operators. Customer understands and agrees it is their responsibility to register the physical location where services will be utilized with CrossLayer. Customer also understands that if user moves the device to another location, it is Customer's responsibility to notify CrossLayer of new location. Failure to register locations may result in 911 calls be routed to the incorrect public safety answering point.

e. Billing and Fees. CrossLayer has agreed with some, but not all, emergency communications districts to bill Customer to collect the separate charges imposed by such emergency communications districts for Customer's ability to dial 911 services. Such charges are in addition to any Service fees charged by CrossLayer. It is important that Customer pay such charges pursuant to the instructions included in any bills Customer receive. If Customer does not pay this government imposed charge, the emergency communications district in Customer's jurisdiction may seek to collect any amounts from Customer directly or deny the Customer 911 services.

f. Service Outages. 911 dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 dialing. If there is an Internet service outage for any reason, such outage will prevent all Service, including 911 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. Customer understands that CrossLayer's 911 dialing service will not function in the event of an Internet service outage or if Customer's broadband, Internet, or CrossLayer phone service is terminated. Customer acknowledges that in the event of an outage, malfunction, or any other unavailability of their Internet connection or related equipment, including without limitation, improper modification or any tampering with their computer or related software or hardware, the Service, including 911 dialing, may not function; the Customer will continue to be billed for the Service until the Customer or CrossLayer terminate the service in accordance with this Agreement.

g. Disclaimers, Waivers, and Indemnification. Customer understands and agrees that, if provided, access to 911 is provided to Customer as a convenience. CrossLayer make no warranty regarding 911 access that may be provided through the use of the Services. All calls made to 911 are made at the caller's risk. CrossLayer shall have no responsibility or liability for costs, expenses, or damages to the Customer or any third party in connection with or for responding to emergency 911 or other emergency referral calls. Customer agrees to indemnify and defend CrossLayer from and against any actions and/or liability arising out of CrossLayer's provision of 911 services.

**8. Permitted Devices/Customer Provided Equipment.**

a. Customer acknowledges and agrees that Customer is responsible to obtain and provide certain third-party equipment, and for paying any fees associated with such third party equipment, at Customer's premises (the "CPE") as a condition for the use of the Services. The CPE must comply with CrossLayer's interface requirements. In the event that the CPE or any equipment or software not provided by CrossLayer impairs Customer's use of any Services, Customer shall nonetheless be liable for payment for all Services provided by

CrossLayer. CrossLayer shall not be responsible for the operation or maintenance of Customer owned and operated CPE.

b. Customer shall be required to provide adequate electrical power and any necessary secondary/back-up power, a suitable cable access route, environment, and space for equipment and to pay for any damages caused to equipment provided by CrossLayer, if any, by Customer's negligence or willful acts or by fire, electrical or lightning surges or any other cause except CrossLayer's equipment malfunction. Customer shall make any CrossLayer equipment located on Customer's premises available for maintenance in a timely manner and shall pay CrossLayer's charges for time and material resulting from problems, which were caused by Customer or Customer's equipment.

c. Customer acknowledges and agrees that Customer will utilize and connect only IP based telephony devices and software client-based softphones that are approved and certified by CrossLayer for use with service provided hereunder. Any IP telephony devices and software client-based softphones not included on CrossLayer's approved and certified list are expressly prohibited from use with CrossLayer service. CrossLayer shall have the right to update and modify from time to time, said list of approved and certified equipment.

d. If Customer provides its own equipment, CrossLayer shall have no obligation to install, maintain, or repair the equipment. If, on responding to a Customer-initiated service call, CrossLayer and Customer jointly determine that the cause of the service deficiency was in any way caused by equipment other than CrossLayer's equipment, Customer shall compensate CrossLayer for actual time and materials expended during the service call.

**9. Ownership of Devices.** Customer will own the CPE that Customer may purchase through CrossLayer, but not the Associated Software used or installed on such Devices. CrossLayer shall own CrossLayer's equipment at all times, even if CrossLayer equipment is installed in the Customer's premises. Customer bears all risk of loss of, theft of, or damage to CPE and CrossLayer's equipment installed in the Customer's premises.

**10. CrossLayer Equipment.** CrossLayer, or its agent, shall provide, install, maintain, repair, operate and control CrossLayer's equipment. Unless specifically provided for herein, or in any service request, CrossLayer shall pay the cost of purchase and installing any CrossLayer equipment. CrossLayer's equipment shall be used exclusively for providing the Services pursuant to the Agreement, unless otherwise expressly provided. CrossLayer's equipment shall remain the sole and exclusive property of CrossLayer and nothing contained herein shall give or convey to Customer, or any third party, any right, title, or interest whatsoever in CrossLayer's equipment. CrossLayer's equipment shall remain personal property, notwithstanding that it may be, or become, attached to, or embedded into real property. Customer shall not tamper with, nor remove, any identification markings or labels attached to CrossLayer equipment identifying CrossLayer's ownership interest in the equipment. Equipment and service beyond the point of demarcation ("demarc") and/or interconnection between CrossLayer's facilities and terminal equipment and the wiring at the demarc shall be the sole responsibility of Customer unless otherwise expressly provided herein. Customer shall not modify, adjust, align, attempt to repair, relocate, or remove CrossLayer's equipment. Customer shall be liable for any loss of or damage to CrossLayer's equipment caused by Customer's acts. Customer agrees to reimburse CrossLayer for the reasonable cost of repair of CrossLayer's equipment, or the replacement thereof, within thirty (30) days after receipt by Customer of a written request for reimbursement. Customer agrees that CrossLayer is authorized to remove or replace the CrossLayer equipment at any time, and that the CrossLayer equipment shall be removed only by CrossLayer-authorized personnel at the conclusion of any Term.

#### **11. Number Management/IP Allocation Policy.**

a. CrossLayer assigns IP addresses to its customers for use with certain IP/data based Services. CrossLayer shall retain any assigned public IP address when a customer's service is terminated. CrossLayer and Customer agree that assigned addresses are "non-portable" and other providers are not allowed to route these addresses unless the Customer is peering with other Internet Service Provider(s) in addition to CrossLayer. Any Customer IP addresses which are allocated directly from American Registry for Internet Numbers (ARIN) will be ported/routed by CrossLayer where reasonably possible. However, CrossLayer cannot guarantee the portability/routability of these addresses beyond its own backbone and to the Internet in general. CrossLayer reserves the right to modify its IP Address Allocation Policy without notice.

b. Phone numbers associated with the Services will be assigned and allocated by CrossLayer to Customer, and phone numbers will be allocated to Customer as soon as reasonably possible after CrossLayer has initiated Customer Services. Customer may be permitted to choose its own phone number or numbers for an additional fee, if such numbers are available and legally permissible. A monthly or annual fee may apply depending on the Service purchased, the terms of which will be disclosed to Customer prior to Customer agreeing to a have a Customer-chosen phone number assigned. CrossLayer does not guarantee that a requested phone number can be allocated to Customer or that Customer can make use of the incoming call feature. CrossLayer may, without any liability, refuse, change or terminate any phone number at any time. If CrossLayer changes the phone number that has been allocated to Customer, CrossLayer will notify Customer, stating the effective date of the change and Customer's new phone number. CrossLayer will not be liable for any damages or costs resulting from the change of the phone number.

c. Except as required by applicable law, the allocation of a phone number to Customer does not constitute any transfer of title, ownership, license, or other rights with regard to the phone number. If Customer transfers or ports out a phone number allocated by CrossLayer to Customer to another service provider, Customer's Service is terminated, and the appropriate termination charges shall be applied.

#### **12. Acceptable Use.**

a. Use of the Service(s) is governed by CrossLayer's Acceptable Use Policy ("AUP"), which can be found at [www.crosslayer.com/AUP](http://www.crosslayer.com/AUP), which is incorporated into this Schedule by reference as if fully set out herein. In the event of any conflict between the AUP at [www.crosslayer.com/AUP](http://www.crosslayer.com/AUP) and the terms in this Schedule, the terms of the Acceptable Use Policy at [www.crosslayer.com/AUP](http://www.crosslayer.com/AUP) shall prevail.

b. Customer agrees that Customer is responsible for Customer's own communications and for any consequences that arise from them. Customer agrees that Customer will use the Services in compliance with all applicable local, state, national, and international laws, rules and regulations and Customer may have to pay certain taxes or fees or surcharges including, without limitation, regulatory fees related to 911 services. Among other things Customer will not, and will not authorize or encourage any third party to: (a) prevent others from using their services, (b) use the Service for any fraudulent, unlawful, or inappropriate purpose, (c) remove any copyright, trademark or other proprietary rights notices contained in or on CrossLayer equipment, including that of any of CrossLayer's agents, partners, and business associates, (d) collect or harvest any personally identifiable information, including phone numbers, from the Service, (e) use the

communication systems provided by the Service for any unlawful commercial solicitation or spam purposes.

c. CrossLayer reserves the right to not authorize or settle any transaction Customer submits which CrossLayer believe is in violation of this Agreement, any other agreement between Customer and CrossLayer, or exposes Customer, CrossLayer, or any third party to harm or unnecessary risk, including but not limited to fraud and other criminal acts.