

# RANGE IP VOICE SERVICE AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 of these services;

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

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.) remote moves, adds, and changes; (vii.) proactive monitoring and alerting.

Service is provided, in part, via a centralized multi-tenant IP PBX that accommodates customers with IP telephone stations and allows access to RANGE'S network.

The Service provides basic voice service calling features with each telephone number ordered. 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 Agreement ("SOA").

In the event of any inconsistency between the terms and conditions set forth in the SOA and these IP Voice Service terms, these IP Voice Service terms will control.

## 2. AGREEMENT

- I. 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, recurring Services will automatically renew for successive periods 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 will be billed on the same billing cycles as the pre-existing Services.

### 3. PRICING

- I. Monthly Recurring Charge. The Monthly Recurring Charge incorporates 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. Rental Fee (If applicable)
  - f. Static IP
  - g. Broadband Connection (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, licenses, management fee, rental fee) will, once incurred, remain in effect for the Initial Term (as described in an Order Form) or the then-current Renewal Term. RANGE will provide notice of any proposed increase in such 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 on thirty (30) days' written notice.
  
- III. Applications. 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 License
  - b. System Hardware
  - c. System Features
  - d. Faxing
  - e. Voice Mailbox
  - 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: i) Brought in good faith; ii) Timely raised; iii) Specifically identify the bill or portion of the bill which is in dispute and the basis for dispute; iv) All non-disputed portions of the bill must be timely made; and v) 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

- I. Equipment. Customer may purchase or rent 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 a period of: i) 36 months "Initial Term." Upon expiration of the Initial Term, recurring Services will automatically renew for successive periods 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 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 provided, however, that RANGE may immediately suspend IP Voice, Data Services and/or terminate the IP Voice and Data services provided without notice:
  - 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 access;
  - 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/) and may be modified by RANGE without notice from time to time; or
  - d. For other behavior that in RANGE' sole discretion may be deemed to be illegal or otherwise to protect RANGE from legal liability.
  - 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.

- I. An E911 Disclosure Addendum indicating that any E911 calling capability associated with Service:
  - 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;
  - f. may be delayed or unavailable due to network congestion or other problems affecting the network.
- 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 available to them;

- III. Customer-acknowledged / approved detail of network services including, but 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 from IP Voice providers are required to provide a Customer Service Record from their previous provider that details the following:
  - a. Customer Account Name
  - b. Customer Account Address
  - c. Customer Account Number
  - d. List of telephone numbers porting to RANGE
  - e. Services and accompanying Equipment to be provided by RANGE.
  - f. Customer contact information that includes telephone number and valid email address

## 8. LOCAL SERVICES

Where Customer is being provisioned with local services that are tarified, 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

- I. 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.
  - c. Conference Calling charges will be billed at then-current service rates.
  - d. Toll-Free bundle packages may be available as part of the IP Voice Service. Any Toll-Free bundle packages shall be subject to an overage charge of \$.01 per minute to be applied at RANGE sole discretion. Notwithstanding anything to the contrary, RANGE reserves the right to discontinue the IP Voice Service at any time in their sole discretion, if illegal, malicious, improper, or other abusive use of a Toll-Free bundle is detected or suspected by RANGE.

## 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. SERVICE IN LOCATIONS WHERE RANGE IS NOT THE 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 4-digit 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 effort on a time and materials basis at RANGE 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 is defined as fault isolation and diagnosis, 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.

- 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 creationServices 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 Customers 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. in the time zone of the covered Equipment, 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's repair response intervals for IP Voice Services are stated below:
  - a. Priority 1: Within (8) hours of a properly reported request for service and support service
  - b. Priority 2: Within three (3) RANGE business days of a properly reported request for service and support service.
- IV. Definition of Service and Support Priority
  - a. Priority 1. A malfunction of the Service affecting more than twenty-five percent (25%) of the Stations.
  - b. Priority 2. Any failure that is not included in the definition of a Priority 1 Failure.
- V. If the Service and Support Services include provision 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 discontinue" or similar designation ("End of Support") from time to time.
- VII. RANGE may electronically monitor supported Equipment for the following purposes:
  - a. remote diagnostics and corrective actions;
  - b. to determine applicable charges;
  - c. to verify compliance with applicable software license terms and restrictions;
  - d. Customer will provide RANGE with any necessary dial-up connection and other assistance for such remote access.

- e. Internal moves or additions of RANGE supported equipment, if approved at RANGE's sole discretion

VIII. 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 premises;
- 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;
- 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;
  - i. the combination or integration of non-RANGE furnished equipment, software, or facilities with supported Equipment (except as provided in the RANGE documentation);
  - ii. supported Equipment that have been changed, modified or altered if such changes, modifications or alterations are not performed or directed by RANGE;
  - iii. changes to the environment in which the supported Equipment were installed;
  - iv. 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;
  - v. actions of non-RANGE or RANGE authorized contractor personnel; or
  - vi. force majeure conditions outside of RANGE's reasonable control.

IX. Customer provided equipment.

- a. 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, work space, 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 do 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 LAN / WAN / VPN 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.

IN WITNESS WHEREOF, the Parties acknowledge that: the person signing below is their authorized representative; the Parties are in agreement 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:

RANGE

\_\_\_\_\_

(Customer)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

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

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