

VOICE SERVICE

IF YOU ARE A CUSTOMER WITH AN EMERGENCY, DO NOT CALL DQE – CALL 911 IMMEDIATELY.

1. **SERVICE DESCRIPTION.** DQE Voice over Internet Protocol calling service ([Voice Service](#)) is a voice telephony service using a combination of DQE and third-party network facilities. Voice Service includes the ability to make voice calls using Customer Equipment, as well as ancillary services including voice mail, conference calling, video calling, caller ID and messaging services as might be included in the applicable Customer Service Order. Voice Service must be purchased and bundled with DQE Internet Service or Dedicated Internet Service.
2. **USAGE BILLING**
 - A. **Per-Call and Measured-Call Charges.** Calling plans billed on a flat monthly fee basis may not include certain call types. These call types will instead be charged on a per-call (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the carrier of the receiving party returns signaling to our network that the call has been answered and it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Please contact us for information on per-call charges.
 - B. **Overage Charges.** Customer acknowledges and agrees that their selected service plan may include usage limits (e.g., minutes, data, or other metrics). In the event that Customer exceeds the usage limits associated with their plan, Customer shall be solely responsible for any and all overage charges incurred. These charges will be billed at the applicable rates specified in the service plan or as otherwise communicated by the Service Provider. It is the Customer's responsibility to monitor their usage and ensure compliance with the plan limits. The Service Provider reserves the right to modify overage rates with prior notice in accordance with these Terms.
 - C. **Improper Use.** If you believe the Service is being used for fraudulent purposes, contrary to the law, in violation of this Agreement, or for any other reason consistent with the terms of the law or this Agreement you may ask DQE to block all toll (long-distance) calls from the network. In the event of fraudulent or other unauthorized use of the Services from the Service Location, you remain responsible for all charges incurred prior to the time you ask DQE to block toll calls.
 - D. **Third-Party Charges.** Voice Service may allow you to access information and other service providers (e.g., services accessible through 800, 888, 877 and 900 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain

number of rings. If such a provider charges DQE, as if such a call were answered by the called party, DQE will charge Customer for a completed call.

- 3. LIMITATIONS OF 911/E911 DIALING.** DQE's Voice Service includes 911/Enhanced 911 functions ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. If you have any questions about 911/E911, contact your DQE account representative.

A. Correct Address. In order for your 911/E911 calls to be properly directed to emergency services, we must have the correct address for the Service Location. If you move the Voice Service to a different Premise without our approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address for the Voice Service (including 911/E911) may fail altogether. Therefore, you must contact customer service at customercare@dqe.com before you move the Voice Service to a new address. All changes in service address require our prior approval. Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information within a multitenant environment for each number exactly as it should appear to the 911 call taker. Customer is solely responsible for programming its telephone system to map each location to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the Service Location. Customer acknowledges and understands that it, and not the DQE, bears sole responsibility to ensure that it identifies and complies with any laws requiring the provision of specific location information, and any failure to do so is a breach of the Agreement. YOU UNDERSTAND AND ACKNOWLEDGE THAT DQE WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED. The following label should be attached to all handsets using the Voice Service:

⚠ EMERGENCY CALLS WARNING ⚠

This device relies on an internet connection for 911 emergency calls.

Service outages, power failures, or network disruptions may prevent 911 dialing.

Verify your address: VoIP may not automatically provide your location to emergency responders.

Use an alternative phone if needed: Consider having a backup method for emergencies.

For more details, contact DQE Communications at (877) 263-8638.

- B. Service Interruptions.** Access to 911/E911 requires that your Voice Service is active and that you have electrical power connected to your MTA (multimedia terminal adapter). YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND USE OF VOICE SERVICE, INCLUDING 911/E911, UNDER CERTAIN CIRCUMSTANCES, INCLUDING THE FOLLOWING: (i) IF OUR NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED AND THE MODEM DOES NOT HAVE A BATTERY BACKUP; (iii) IF THE ELECTRICAL POWER TO THE MODEM IS INTERRUPTED AND ANY BATTERY BACKUP IS EXHAUSTED OR FAILS;

or (IV) YOUR SERVICE HAS BEEN SUSPENDED OR IS NOT PROPERLY FUNCTIONING. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Voice Service will not function until normal power is restored. You understand and acknowledge that your MTA may not have battery backup or another power source of its own. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem.

C. Suspension and Termination by DQE: You understand and acknowledge that all Voice Service, including 911/E911, as well as all online features of Voice Service, where we make these features available, will be disabled if your account is suspended or terminated.

- 4. LIMITATION ON LIABILITY AND INDEMNIFICATION.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING 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 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.
- 5. ACCEPTABLE USE AND ADDITIONAL USE RESTRICTIONS.** Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Locations where such service is installed by DQE. Customer understands and acknowledges that if Customer attempts to install or use the DQE Equipment or Voice Service at another location, Voice Service, including 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Voice Service to another location without first notifying DQE. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If DQE determines, in its sole discretion, that Customer's use of Voice Service is excessive, or otherwise in violation of this Agreement, DQE reserves the right, among other things, to (i) immediately and without notice to terminate or modify the Services and (ii) to assess additional charges for each month in which excessive usage occurred. Further, we may suspend the account or accounts involved or block long distance calling that potentially violates this Agreement. You expressly authorize and consent to the DQE and its supplier's cooperation with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) other network or service suppliers in order to enforce this Agreement. Upon termination of your Service account, the DQE is authorized to delete any voice mail associated with your account (and any secondary accounts). The failure of the DQE or its suppliers to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. Your use of the Internet Service is also governed by DQE's Acceptable Use Policy, which is incorporated herein by reference.

6. EQUIPMENT.

A. Customer Equipment: To use the Voice Service on a dedicated telephone, you will need to provide the phone handset and an MTA (multimedia terminal adapter) certified by us as compatible with the Voice Service as part of the Customer Equipment. For soft-phone services, you must provide the access device (computer, tablet, or wireless handset) as part of the Customer Equipment.

B. Incompatible Equipment and Services: You acknowledge and understand that the Voice Service may not support or be compatible with:

- Certain non-voice communications equipment, including alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; electronic monitoring bracelets; and certain “dial-up” modems;
- Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units;
- Dial around (10-10) calling; 976, 900, 700, or 500 number calling; (v) 211, 311, 511, or 811 calling; and
- Other call types not expressly set forth in our product literature (e.g., shore-to-ship calling and outbound satellite calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST DQE AND ITS SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN DQE EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THE AGREEMENT, SUBJECT TO ANY EARLY TERMINATION FEES.

7. CALL TRACE SERVICES. DQE will provide Call Trace Service (“Call Trace”) upon request from law enforcement agencies. The information obtained from the Call Trace will be available only to law enforcement officials with either a valid subpoena or another valid legal authorization in compliance with the Communications Assistance to Law Enforcement Act (CALEA).

8. YOU ASSUME THE RISK OF HIGH-RISK ACTIVITIES. The Voice Service are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

9. TRANSFER OF YOUR PHONE NUMBER (“NUMBER PORTABILITY”).

A. Switching to DQE from another provider. If you are switching to our Services from another service provider, you will cooperate fully with the DQE and provide promptly all information, including the PIN and a letter of authorization or other documentation, as requested by DQE in connection with the processing of your order for Service. You authorize DQE to notify your current telephone service provider of your decision to switch your local toll and long distance services to the Service, and you represent you are authorized to take such actions. In addition to the conditions set forth above, the additional limitations may apply: you may transfer your

existing phone number (if any) to our Services, provided that (i) you request the phone number transfer when you place your order for our Services, authorizing DQE to request on your behalf the transfer of your existing phone number and after the installation service visit; (ii) your current service provider releases your existing phone number, at our request, without delay or charge; (iii) transfer of your existing phone number to our Services would not, in our view, violate applicable law or our processes and procedures; (iv) you acknowledge and agree that if your MTA is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to the MTA. In that event, you should keep another phone connected to an existing phone extension at your Service Location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Services; and (v) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the MTA installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your MTA is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number.

- B. Switching from DQE to another provider.** To transfer your phone number from DQE to another service provider, you must place the transfer order through your new service provider and then terminate the Service with DQE, subject to any early termination fee. Requesting a service from another provider and the transfer or portability of your number with DQE, does not automatically cancel your Agreement with DQE.