Voice and SMS (IP) Including; Hosted PBX, SIP Trunk, Toll-Free

1.0 The Service

1.1 This Service Schedule is for the supply of Hosted PBX and Voice Origination and Termination minutes over an IP connection (the "Voice Service") and SMS inbound and outbound (the "SMS Service"). It will apply to the first and any subsequent Service Orders executed by the Customer and VoIPcloud.

2.0 Prerequisites to the supply of service

2.1 The Customer must read and agree to all Terms and Conditions, in the VoIPcloud Master Services Agreement and this Service Schedule.

2.2 The Customer must organise means of connection to VoIPcloud's SIP Servers either via public internet or by ordering Virtual Private IP service from VoIPcloud, except in the following circumstances:

a. Customer orders 800/888/877/866/855/844/833 (800 number services) or any other toll-free number with the intent to divert its inbound calls to a third-party telephony service;

2.3 The Customer is responsible for any required cabling works to be done at the customer premises;

2.4 VoIPcloud will provide all required assistance in the initial system configuration, however, it will be the customer's responsibility to unpack and physically connect VoIP equipment supplied by VoIPcloud to the Customer's Local Area Network; and

2.5 The Customer must aquire or have an SMS-enabled phone number active on their Customer Account and follow SMS sender ID (also known as CLI) requirements per clause 6.4 and 6.5.

3.0 Parties

3.1 This Schedule applies between VoIPcloud Wholesale ("VoIPcloud") and the Customer identified in the Service Order ("Customer"); Service Orders can be submitted via online web form, email or via the phone;

4.0 Provision of Service

4.1 The Customer and VoIPcloud will agree on a standards-based interconnect for the delivery of the Voice Service. The delivery of the service will be via;

- SIP RFC3264 over Public Internet (Voice over the internet)
- SIP RFC3264 over Layer 3 IP service provided by VoIPcloud ("Private IP")
- 800 numbers and similar inbound services can be terminated by VoIPcloud direct to the Customer's answering point;

4.2 For Services delivered via an IP connection supplied by VoIPcloud, the Customer is required to complete the relevant Service Order for such service. Note: for services supplied over the public internet, the agreed SLA uptime is only guaranteed for the equipment of VoIPcloud and any outage that is outside of the VoIPcloud network will not be counted as downtime for Service Level Agreement;

4.3 A service with a SIP interconnect requires a SIP Trunk (Voice Access Trunk). This is the logical number of concurrent calls for the Interconnect.

4.4 The Voice Service is delivered by default as bi-directional.

4.5 The Voice Service is supplied as a single Trunk Routing Group per Point of Interconnect (POI) unless otherwise specified in the Service Order.

4.6 The IP Voice Service will accept the following codecs,

- G711alaw,ulaw (20ms Packetisation)
- G722 (20ms Packetisation)
- G729 (20ms Packetisation)

4.7 The IP Voice Service will allow codec selection to be performed on a per-call basis, with codec selection performed during call setup (as per RFC3265 – SDP Offer/Answer).

5.0 VoIPcloud number allocation

5.1 The Customer agrees it will comply with the North American Numbering Plan for Delaware, United States and any directives from the Federal Communications Commission. Specifically, the Customer agrees to allocate numbers to End Users in a way consistent with the requirements of the Federal Communications Commission's, North American Numbering Plan for Delaware, United States.

5.2 Due to technical limitations, porting of some overseas numbers may not be supported.

6.0 Caller Line Identification (CLI)

6.1 The Customer will be permitted to pass their valid originating number where that number is a valid Local Service Number (as defined by the Federal Communications Commission) or it's in the globally recognized E.164 format and where that service is completely within the administrative domain of the Customer or the Customer's End User.

6.2 The Customer and the Customer's End Users must adhere to the following CLI Compliance Guidelines:

- CLI must have explicit rights of use and ownership by the End User.
- CLI must correspond to a valid, allocated number for the End User's use.
- CLI must adhere to international dialing standards.

The Customer and the Customer's End Users must adhere to established CLI regulatory compliance and follow future regulatory compliance. Non-compliance may result in service disruptions or termination. VoIPcloud reserves the right to audit CLI usage.

6.3 For Customers on any of the unlimited call packages, CLI support for outbound calls is not guaranteed.

6.4 The Customer must use an SMS-enabled phone number (for example virtual mobile number) as their SMS sender ID (also known as CLI) in order to send outbound SMS.

6.5 CLI using text-based or alphanumeric SMS sender IDs is not available using SMS Service.

6.6 For some SMS Service destinations including international, SMS sender IDs may not be received and can be replaced with a shared number.

7.0 Rates, Charges and Billing

7.1 Call Charges and Billing options are selected via the Customer portal https://us.voipcloud.online/customer; all other related fees and charges are published in the appropriate sections of the Customer portal related to services ordered. VoIPcloud reserves the right to change any of its prices at its sole discretion. VoIPcloud will notify the Customer by email about any changes in the pricing plans applicable to the client services, that are already subscribed.

7.2 Unless otherwise stated in the Service Order or critical information summary (CIS):

Fees for Billing shall be on a "per call" basis with fees for each call rounded up to the next highest billing increment (both time and monetary). Timed Calls are billed at 60 seconds minimum per call with 60 seconds increments, rounded to the nearest 1 cent.

8.0 Term and Commencement

8.1 The Voice Service and SMS Service will be supplied for the term specified in the Service Order and relevant CIS.

8.2 On completion of the ordering of services via the Customer Portal, VoIPcloud will notify the Customer of Service Completion via email about the Ready For Service "RFS" event. The date of this email forms the RFS date.

8.3 The term commences on the RFS date, which is the first day by which the services are available for use by the Customer.

9.0 Payment

9.1 Voice Minutes and SMS messages sent is a usage service, they are charged post-termination of the call to the Customer's account. Fixed-price services associated with the Voice Service are charged monthly in advance.
9.2 For Customers on prepaid billing models, a positive account balance has to be maintained at all times to allow for automatic charges of all recurring service fees, call charges and SMS charges;
9.3 The Customer must pay all fees detailed in the Service Order.

10.0 Service Delivery

10.1 VoIPcloud will use all reasonable endeavours to provide the Voice Service and SMS Service on the commencement date specified in the Service Order. In many cases, VoIPcloud will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore VoIPcloud will not be liable for any delay in installing the services. The dates specified in the Service Order are approximate. VoIPcloud will keep the Customer informed of its progress in provisioning the Voice Service and SMS Service.

11.0 Fault Reporting and Response Times

11.1 Before reporting a fault to VoIPcloud, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the Customer's administrative domain.
11.2 Customers who rely on VoIPcloud's supplied Customer Premise Equipment ("CPE") must specifically ensure that the VoIPcloud CPE is receiving power and cooling as required to be operational.
11.3 As soon as the Customer has confirmed the fault is related to the Voice Service and/or SMS Service supplied by VoIPcloud, that fault must be reported to VoIPcloud by telephone or email to the following address: support@us.voipcloud.online.
11.4 If VoIPcloud determines the fault is attributable to Customer equipment then VoIPcloud reserves the right to invoice the Customer a reasonable amount (not exceeding USD $300) for the time spent diagnosing the Customer's fault.

12.0 Service Level Agreement and Rebates

12.1 VoIPcloud provides the Voice Service and SMS Service with the following Service Levels:
Service Availability (%) 99.90% (per month)
12.2 Should in any given month the Voice Service not perform to the Service Level Agreement (SLA), VoIPcloud will provide the Customer with a Service Level Rebate provided the Customer reported the fault (following Section 11). The rebate provided is listed in the following table:

Aggregate Outage Minutes in Month during business hours 9 am – 5:30 pm (EST) Mon - Fri	<45 min	<135 min	<300 min	>300 min
% of Monthly Recurring Charges Rebated	No Rebate	10%	15%	20%

12.3 A service rebate is only redeemable as a credit to the Customer's account for use towards future VoIPcloud service charges and usage.
12.4 A service rebate is capped at 20% of the monthly recurring service charges for the affected service only.
12.5 To be eligible for a service rebate, the Voice Service must fail to meet its SLA.
12.6 In situations where both the SMS Service and the Voice Service fail to meet their respective SLAs, the service rebate can also be extended to include SMS service Monthly Recurring Charges. No rebate is applicable in cases if only the SMS Service fails to meet its SLA while the Voice Service meets its SLA.
12.7 A Service Rebate Claim (SRC) must be submitted in writing within 5 Business Days from the date on which the fault was restored. VoIPcloud will not be required to consider any claims submitted after 5 Business Days.

12.8 Once a claim is received, VoIPcloud will review the event and calculate the Service Rebate (if applicable) and apply a credit to the Customer's account for any such Service Rebate.
12.9 The Customer will not be entitled to claim a rebate if VoIPcloud determines the fault was due to or to the extent caused directly or indirectly by:
i. Act or omission of the Customer
ii. Failure of the Customer's equipment
iii. Failure of services supplied by the Customer to the VoIPcloud CPE
iv. Was entirely a result of a third-party supplier to VoIPcloud
v. During a maintenance session
vi. You have claimed a Service Rebate related to this outage under a different Service Schedule
vii. Permitted suspension by VoIPcloud of the service
viii. Was the result of a "force majeure" event
12.10 Service Claims must be submitted via email to support@us.voipcloud.online.
12.11 The Service Level Rebates contained herein shall be the Customer's sole remedy for any downtime in the Voice Service and SMS Service.
12.12 The Customer may request a service outage report for outages that last longer than 15 minutes. Service outage reports (when requested) will be emailed to the Customer within 5 business days from the date requested.
12.13 Service status updates and information about any unscheduled service outages are published at: https://voipcloud.online/uptime/

13.0 Scheduled Maintenance

13.1 VoIPcloud requires the ability to perform maintenance sessions to enhance the efficiency of the voice network and to roll out new features and software updates to enhance the user experience. There is an allocated interval for planned maintenance sessions, which occurs on the 1st and 3rd Friday of every month from 2 am to 6 am EST. There may be very short interruptions during scheduled maintenance sessions. Should a planned maintenance session require a greater time window than the default time slot or is of an emergency nature, notifications will be provided via email (to the technical and administrative contact listed on the Service Order, or the primary email entered in the billing account) to the following schedule. Mass emails must be enabled on the billing account to receive email notifications.

Category	Notice Period	Duration	Period (EST)
Consultative	As agreed by the parties	As agreed by the parties	As agreed by the parties
Planned Major	5 Business days	> 240 mins	10 pm – 6 am or anytime Saturday, Sunday
Emergency	-	< 15 mins	10 pm – 6 am

14.0 Availability of Call Routes

14.1 VoIPcloud does not guarantee that you will be able to make successful calls to every valid telecommunications number as VoIPcloud does not operate every aspect of the telephone network used to provide the Service to you. Furthermore, VoIPcloud may bar calls to certain International Destinations if calls pose a real threat to the VoIPcloud network, Customers or National Security.

15.0 Availability of Outbound SMS

15.1 VoIPcloud does not guarantee successful SMS delivery to every destination, as it does not control all aspects of the telephone network. Additionally, VoIPcloud may restrict or block SMS to certain destinations if they pose a threat to the VoIPcloud network or it's suppliers network, Customers, or national security. SMS messages that do not comply with the

regulatory requirements and laws of both the origin and destination countries, as well as any other relevant international regulations, may be blocked.

15.2 VoIPcloud does not provide a multimedia messaging service (MMS) or sending of bulk SMS. Sending of bulk SMS is only available through our third party intergration partners Touch SMS and Edgility.

16.0 Availability of Recorded Calls

16.1 VoIPcloud provides recorded call storage as an additional service on its equipment. However, it's important to note that this service isn't guaranteed to be flawless, and there might be instances of data loss. To safeguard their data, it is highly recommended that the End User regularly backs up Call Recordings. Call Recordings are stored based on the storage policy settings set by the End User in the customer portal. These settings include automatic deletion of Call Recordings older than a specified timeframe. End users have the option to delete specific Call Recordings from the customer portal as well. Please be aware that all Call Recording records are automatically deleted and cannot be recovered in the event of account cancellation for any reason, disabling the Call Recording Storage service, unsubscribing from the Call Recording storage service, or non-payment for invoiced services.

17.0 International Call Rates

17.1 International call rates are subject to change without notice.

18.0 Proof of Usage

18.1 Your invoice will be calculated by reference to data recorded or logged by VoIPcloud. Records held and call-logging procedures adopted by VoIPcloud will be conclusive evidence of the usage of the Service and the charges payable by the Customer.

19.0 Emergency Service Calls

19.1 When you dial '911' from the VoIPcloud Service, you will be connected to the Emergency Services. You must understand that VoIPcloud's service cannot be utilised if there is a power outage when your internet connection is interrupted or if the hardware you are using to access the service is in any way flawed. We strongly recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen. It is illegal for you to relocate the service from one destination to another without informing VoIPcloud of the change required. Accordingly, you must advise VoIPcloud of any changes to your address details so that Emergency Service Calls are connected correctly.

20.0 Telecommunications Customer Service Guarantee Waiver

20.1 VoIPcloud complies, where applicable, with the current Federal Communications Commission Service Provider Codes of Practice and Complaints Procedures. The Federal Communications Commission standards and regulations ensure that we maintain high standards of service availability and customer satisfaction.

21.0 Fair Use Policy

21.1 All VoIPcloud services are covered by the Fair Use Policy. The Fair Use Policy is designed to protect the quality and integrity of VoIPcloud's network.

21.2 It is prohibited to use VoIPcloud service for inbound-only traffic.

22.0 Security Deposit

22.1 Payment of Deposit
Before the provision of any Services, if VoIPcloud requests, the Customer must pay the Security Deposit to VoIPcloud.
22.2 Use of Security Deposit VoIPcloud must hold the Security Deposit as security for the payment of any sums due under this Agreement. If the Customer fails to pay any amount due on the due date for payment, VoIPcloud may immediately deduct that amount from the Security Deposit in set-off of the Customer's payment obligation.
22.3 Reinstatement of Security Deposit If VoIPcloud deducts any monies from the Security Deposit under clause 20.2 the Customer must pay by way of additional security that amount to VoIPcloud to replace the amount of the Security Deposit used.
22.4 Return of Security Deposit VoIPcloud must return any part of the Security Deposit that is unused to the Customer on termination of this Agreement or earlier as per agreement between parties.
22.5 Credit reference check VoIPcloud may conduct a credit check on the Customer before entering into any Service Order with the Customer. The Customer authorises VoIPcloud to make all enquiries reasonably necessary to determine the Customer's creditworthiness including by conducting requests for information from banks, credit agencies and other financial institutions.

23.0 Service termination

23.1 The Customer may request to terminate any of its Voice or SMS (IP) services by giving 30 days written notice to VoIPcloud. For Services with an agreed minimum term, and where a such term has not expired, the Customer will be liable to pay in full any remaining value of the agreed term.