

Supplemental Terms and Conditions – EPB Fiber Optics Soft Phone

In addition to the Fiber Optics Terms and Conditions of Service for Commercial Customers, the following terms and conditions shall apply specifically to use of soft phone application software:

1. Customer may use one software license copy on one device for every software license copy purchased. Hardware or software used to pool connections, or reduce the number of devices or subscribers/end users that directly access or use the Product (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of software licenses required.

2. Software licenses, once enabled, are not transferable between subscribers/end users. A subscriber/end user may reassign the license to a different device any number of times, but not more than one time every ninety (90) days. If reassigned, that other device becomes the “Licensed Device.” If the Licensed Device is retired due to hardware failure, the software license may be reassigned sooner.

3. Customer’s end users are subject to the CPC End User License Agreement which can be accessed online at <http://www.counterpath.com/eula>.

4. Future Operating System Releases – Customer acknowledges that EPB cannot guarantee that software applications will operate free from bugs, especially in the case of new releases of operating systems. In the event of issues resulting from operating system releases, Customer agrees to take commercially reasonable steps on its end in order to resolve issues and to work with EPB to find solutions.

5. Customer acknowledges that EPB is presently limited from providing certain communications services outside its footprint. Customer agrees that it will not provide end users who are not permanently located within EPB’s services footprint with communications services.

6. E911 SERVICES WILL NOT OPERATE IN THE EVENT THAT CUSTOMER’S BROADBAND CONNECTION IS DISRUPTED OR SERVICE HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-

PAYMENT. Once customer’s broadband connection and service has been restored, Customer may be required to reset or reconfigure equipment before Customer will be able to use EPB’s service to dial 911.

7. END USERS MUST PROVIDE EPB WITH THEIR CORRECT SERVICE ADDRESS OR **E911 SERVICE CALLS MAY BE ROUTED TO INCORRECT EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO PROVIDE ASSISTANCE.** End users should call (423) 648-1500 to update location information with EPB.

8. **E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST END USERS** IF THEY MOVE TO A LOCATION OTHER THAN THE REGISTERED SERVICE ADDRESS PROVIDED TO EPB. End users should call (423) 648-1500 to update location information with EPB.

9. EPB recommends that end users maintain an alternate means of contacting 911 services (e.g. cellular network, home phone, desk phone) and suggests that Customer advise its end users that using an alternate means of dialing 911 from a fixed location is preferable.

10. In the event of any conflict between these terms and the Fiber Optics Terms and Conditions of Service for Commercial Customers, these terms shall apply.

11. When using EPB Fiber Optics Softphone on mobile devices, End Users may enable or disable or disable their mobile data network for calls or allow the application to run in the background. By allowing use of their mobile data connection, End Users can make and receive calls anywhere they have a mobile data connection. Otherwise, they will only be able to use EPB Fiber Optics Softphone when a WiFi connection is available.