



MASTER TELEPHONE SERVICE AGREEMENT

Definitions:

“E911 Services” means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point (“PSAP”) assigned to the primary Subscriber address and provide the Subscriber’s address and DID/DOD information.

“DID” means a telephone number assigned by nexMatrix Telecom, Inc. to Customer for use by a Subscriber that is receiving nexMatrix SIP Origination service.

“RFC” means Request for Comments

“IP” means Internet Protocol.

“LNP” means local number portability.

“PSTN” means public switched telephone network.

“Rate Center” means a geographic area (determined by the applicable Local Exchange Carrier) within an LCA or Market that is associated with one or more specific cities, towns, or unincorporated areas.

NPA/NXX codes. NPA refers to the 3-digit area code assigned to a subscriber location. NXX refers to the 3-digit prefix assigned to a particular rate center within the NPA.

“TN” means a telephone number assigned by nexMatrix to Customer (or that Customer ports to nexMatrix) and used by Customer with nexMatrix SIP Origination services.

“VoIP” means Voice over IP.

Services Provided:

1. Limitations. If Customer is not in default of its obligations stated herein, nexMatrix shall provide Customer with the Service ordered in the Addendum document, for the length of the Service Term. If Customer has purchased or leased Equipment from nexMatrix then the Customer must install Equipment in accordance with instructions provided by nexMatrix. If nexMatrix telephone services are being connected to a premise IP PBX server that was not manufactured by nexMatrix, it is the customer’s sole responsibility to conduct interoperability tests to verify that the SIP service functions properly with the 3rd party PBX equipment.

2. Service Descriptions

nexMatrix SIP Origination (inbound)- This is an IP termination service for PSTN originated calls available on nexMatrix VoIP network using DIDs provided by, or ported to, nexMatrix. nexMatrix can port existing local numbers, provide new local numbers, port toll-free numbers, and provide new toll-free numbers. Some USA and Canada rate centers enjoy protected status through the FCC, in which case those numbers are not portable, and we cannot provide new numbers for those localities. Additionally, nexMatrix may be able to provide new, and sometimes also port existing, international DIDs, that will connect to customer’s premise PBX or hosted PBX the same way domestic inbound calls do.

nexMatrix SIP Termination (outbound) – This service terminates calls placed into our network to PSTN or other provider subscribers. These calls are routed based on their NPA-NXX and utilize networks provided by major national and international carriers. nexMatrix makes every effort to route call termination successfully, however there is no express guarantee that 100% of all calls will be completed. We will make every attempt to correct failed call routes. Please document unsuccessful outbound calls in a support ticket to nexMatrix with the account number, originating caller ID, destination caller ID and the time of day including time zone. Sending an email to support@nexmatrix.com will automatically open a support ticket.

3. Caller ID Services

Inbound CID: for origination traffic being sent to customer, nexMatrix provides the originating caller ID number as transmitted by the originating carrier in the standard SIP header configuration. There is no charge for CID.

Inbound CNAM: Caller ID Name (CNAM) is an add-on service that nexMatrix can activate for any customer DID. The incoming CID is matched to the current CNAM value registered with a nationally regulated database, and that CNAM value is added to the incoming call header. There may be an additional charge for CNAM service depending on the terms of the pricing addendum included with this agreement. Please contact us to have this feature activated on inbound service for any TN registered with nexMatrix.

Outbound CID: by default, nexMatrix is accepting and transmitting the caller ID header that the customer PBX equipment is generating. Upon request, this ID can be overridden for any SIP account. There is no charge for this service, please contact us to activate a caller ID override. Transmission of a CID that is not a number owned or controlled by customer (Caller ID Spoofing) may be a violation of the law, and Customer accepts full responsibility for any liability that may be incurred for spoofing a CID.

Outbound CNAM: nexMatrix conforms to accepted carrier standards and does not transmit a CNAM value on termination calls. For any phone number provided by or ported in by nexMatrix, a CNAM (Caller ID Name) value can be submitted to the North American database upon request. This shared database is maintained by carriers and third-party providers and inserts up to 15 characters that will be displayed on receiving telephone equipment, if the receiving subscriber’s telephone can display it, and if their provider offers this service. A new or changed CNAM listing can take up to 10 days to fully propagate to all providers. There is no charge to register a new CNAM value or to submit a change to an existing value.

4. Customer Responsibilities. *(Note: this clause is not applicable to nexMatrix Hosted PBX customers).* Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP application and the Customer network to operate with the nexMatrix SIP Origination and Termination services and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer; (ii) to obtain and provide to nexMatrix, prior to installation of the particular SIP Origination & Termination services, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEXMATRIX AGAINST ALL

CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

5. Local Telephone numbers. nexMatrix will exercise commercially reasonable efforts to obtain requested TNs in the rate center(s) requested by Customer, but nexMatrix does not guarantee immediate TN availability in every Rate Center in the USA and Canada.

6. Agreement Termination. The "Addendum #1 to nexMatrix Telecom, Inc. Master Telephone Service Agreement", which is incorporated into this agreement, defines term lengths, if any. If a fixed term is defined in the Addendum, the following provisions apply to this agreement:

In addition to any other rights at law or in equity, Provider may immediately suspend the delivery of Services and/or terminate this Agreement in the event that Customer (i) fails to provide a Deposit as required in this Agreement; (ii) fails to make payment for prepaid domestic US service by first day of each monthly billing period without any notice, or fails to make payment for other measured services when due and fails to remedy such nonpayment within one (1) business day after receipt of written notice thereof from Provider; (iii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; or (iv) commits a breach of any of the material terms of this Agreement (other than a breach of the Deposit or payment obligation as addressed in (i) and (ii) above) and fails to remedy such breach within fifteen (15) days after receipt of written notice thereof from Provider. In the event of any termination of this Agreement, Customer shall pay Provider for all Services rendered through and including the date of termination. In the case of early termination of the fixed term pursuant to this Agreement prior to the expiration of the Term either by Provider pursuant to this Paragraph or by Carrier for any reason other than a material breach solely attributable to Provider, Customer shall remain liable to pay Provider for the monthly charges or minimum commitments defined in the relevant Attachment hereto for the remainder of the then-current Term. Customer understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with Provider and/or its affiliates and understands and agrees that such breach shall authorize Provider and/or any of its affiliates to immediately suspend performance under, and/or terminate, said agreements with Customer for default if such breach(s) have not been cured within the time provided for in this Agreement.

In the event of Customer's early termination of this Agreement prior to the expiration of any fixed term, Customer shall pay nexMatrix Telecom, Inc. all charges for service provided through the effective date of such termination, plus 75% of the balance of the Term's MRC's. It is agreed that nexMatrix damages, if service were terminated prior to the expiration of the Agreement Term, would be difficult or impossible to ascertain. Accordingly, the terms are intended as liquidated damages and not as a penalty in the event of early termination. Termination of Service shall not relieve Customer of its obligation to pay all fees for services selected and owing up to and including the date of termination or any other amount payable to nexMatrix Telecom, Inc.

7. Limitation of Liability. In no event shall either Party be liable to the other Party for consequential, special, or indirect losses or damages sustained by Carrier or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of profits, loss of Carriers or damage to reputation or goodwill).

8. Telemarketing or Outbound Call Center Traffic. The use of Provider's call termination services for auto-dialed calls and/or high volume call center traffic is prohibited unless express consent is given by nexMatrix in the Addendum document. In the absence of such consent, if more than 20% of the outbound calls associated with a customer account are 60 seconds or less in duration, Provider can add a 20% surcharge to the cost billed to customer for those calls. A surcharge may also be levied if, in the sole discretion of provider, the customer is utilizing automated dialing equipment to place outbound calls. Repeated and prolonged use of nexMatrix SIP trunks for Call Center and/or dialer traffic without notifying Provider constitutes a breach of this agreement and Provider may terminate services under these circumstances. If nexMatrix has explicitly authorized dialer traffic to be sent on a customer trunk, the following provisions apply:

- A. Zero Tolerance for Fraudulent calls. nexMatrix Telecom is a member in good standing of the Industry Traceback Group, which has been granted authority by the Federal Communications Commission to monitor and investigate complaints related to illegal robocalls. nexMatrix maintains a strict zero-tolerance policy for fraudulent calls. If nexMatrix receives an ITG Traceback notification and we are able to determine that the reported call example originated on a trunk assigned to a customer, we will immediately block the customer's ability to place any outbound calls on the trunk pending further review.
- B. Prohibited calls. The FCC does not prohibit the use of auto-dialing equipment. There are many legitimate and useful applications where auto-dialers can be used legally. However, if an auto-dialer is employed to connect to cellular telephone numbers, any call connected in this way MUST be connected to a live operator. Use of pre-recorded or computer-generated messaging CANNOT be used if the call is connecting to a USA cellular phone customer, with the exception of messaging that is specifically intended to convey public safety or other public-interest information in an efficient manner to large numbers of people. Any other use of automated messaging to cellular users is a violation of FCC regulations and is subject to nexMatrix Telecom Zero-Tolerance policy if detected or reported.

9. Calling Party Number & STIR/SHAKEN authentication. The Customer must pass a valid and correct US or Canada number as Caller ID (CLID) or ANI. Calls that are presented to nexMatrix for termination MUST contain a valid USA or Canada telephone number or they will be rejected. Furthermore, the number being presented as Caller ID by customer PBX equipment MUST be a number that is owned or controlled by the customer. Failure to comply with this requirement is grounds for account cancellation under nexMatrix Zero-Tolerance policy. As of 2022, calls transmitted through the nexMatrix VoIP network will automatically have one of three certification levels tagged to them. Level A means that the calling party has been vetted by nexMatrix, and as such, terminating service providers will not be likely to flag those calls with "Potential Spam", "Robo Caller" or any other similar tag. Level B means that nexMatrix Telecom cannot verify the authenticity of caller IDs presented on calls. These calls may be subject to flagging by terminating service providers. Level C means that nexMatrix can provide no assurances regarding the identity of the customer, let alone the authenticity of the caller ID. Such calls are almost always flagged by terminating providers. In order to achieve Level A status for calls, nexMatrix may require the customer to sign additional agreements and to release more company information than is normally required. By default, all new customers will be set at Level B pending further review. ALL ROBODIALED CALLS WILL BE SET TO LEVEL C by default.

10. Force Majeure. No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement (other than any payment obligation) shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, an act of Government, any cause reasonably beyond the control of a Party, or any other circumstance commonly known as force majeure.

11. Porting Numbers. nexMatrix will require a completed and signed Letter of Authorization ("LOA") for any local or toll-free numbers the customer wishes to port. In addition, nexMatrix will require a recent, applicable copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. The LOA(s) and Bill Copy(s) must be received by nexMatrix before nexMatrix initiates the port request. Port requests should be emailed to LNP@nexmatrix.com with documents attached. The fee to port existing numbers is defined in the attached Addendum. Some telephone numbers are not portable due to FCC regulations in certain localities. We advise checking with our porting department prior to submitting a port request to confirm that the number is portable. nexMatrix may charge a fee to port-in existing customer numbers. This fee is specified in the Addendum document.

12. Short Duration Call Surcharge. All per minute termination rates specified in the Addendum document assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle then nexMatrix reserves the right to charge, and Customer shall pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer's current rates. This surcharge may be explicitly omitted in the addendum document but is otherwise deemed to be in effect by default.

13. Service Term. The "Addendum #1 to nexMatrix Telecom, Inc. Service Order and Agreement Form", which is incorporated into this agreement, defines the specific terms for this customer account. Terms can be amended at a future date upon the execution of a new Addendum Agreement.

14. Billing Increments. Billing increments for metered call traffic are set forth below. The initial increment is the number of seconds charged to a customer upon the successful connection of a call. After the initial increment has passed, the charge for a call increases by the Additional Increment, until the call is ended.

Termination Destination	Initial Billing Increment	Additional Billing Increment
USA & Canada	6 seconds	6 seconds
International	60 seconds	60 seconds

15. Additional NRC (if applicable). Certain non-recurring charges may be charged to customer as follows:

- Service Reinstatement Fee:	\$40.00 plus any charges imposed by underlying carrier(s)
- Rejected Credit card charge:	\$ 5.00
- Cancellation of Service prior to installation:	\$250.00

16. RFC 3261 Compliance. This service is based on RFC 3261 – "SIP-Session Initiation Protocol" and requires Customer to conform to this standard. In the event nexMatrix determines that Customer is in violation of RFC 3261 and this violation prevents nexMatrix from accurately rating or billing Customer's calls, nexMatrix reserves the right to bill the customer based on their estimated usage and rates, solely at nexMatrix discretion.

17. Universal Service Fund (USF) and State/Local Taxes. USF Fees are collected based on customer phone usage and are posted to customer account monthly, unless superseded by the attached Addendum. Any additional taxes, if applicable, are collected and posted to customer accounts monthly if nexMatrix is billing the customer directly. If customer accounts are being posted to a master reseller account and the reseller is billing the customer, the reseller is solely responsible for collecting and paying any applicable taxes, including excise taxes, sales tax, VAT, local 911 surcharges, or any other tax that may be imposed by government authorities.

18. 911 Emergency Calls. nexMatrix automatically provides Enhanced 911 service in North America for calls placed through our SIP service. Customer is responsible for registering a physical address for each outbound caller ID that might originate a 911 call. The monthly recurring fee for an E911 registration is defined in the Addendum. nexMatrix provides an online portal for address registration, which causes a 911 call to be routed to the correct PSAP (local 911 center), and transmits the specific physical address information to the 911 operator. If a 911 call is placed from an unregistered DID, a "Rogue" 911 fee of \$85.00 will automatically be charged to customer account, and there may be a significant delay in emergency response since the call must go to a national center first before being routed to the proper local agency. This fee is non-refundable under any circumstances.

19. Porting Out. Customer acknowledges and agrees that Provider may receive requests by Customer, Customer's end-user/customer or a third-party Provider acting as agent on behalf of Customer or such end-user/customer ("Requesting Party") to port a number currently assigned to Customer, to a third-party Provider ("Port-Out"). The parties agree that Provider will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Provider's standard operating procedures. In the event of any Port-Out, Customer agrees that until the Port-Out is complete and no further traffic for such ANI traverses the Provider network, Customer shall remain bound by the terms of this Agreement for all traffic related to that number. Port-Outs may be subject to a fee from nexMatrix, the fee for which is defined in the Addendum. Customer-owned phone numbers may be ported out to another service provider, but only if ALL of the following conditions are met: A). Customer billing account is in good standing with no overdue invoices. B) A legal LNP (Local Number Portability) request has been properly submitted through the Gaining Carrier (new service provider). C) Customer has paid all cancellation and port-out fees in advance. nexMatrix explicitly prohibits customers from circumventing established port-out procedures by having calls forwarded to another service provider, if such forwarding is put into effect prior to a legitimate LNP request being submitted through a gaining carrier. If detected, such unauthorized forwarding will be disabled and services may be placed into disconnected status, thus making port-out impossible.

20. Severability. Should any part of this Agreement be rendered or declared invalid by a court of competent authority of the State of Idaho, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect. It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion, within two (2) weeks after a ruling has been made.

21. Providing information to authorities and third parties. If we believe that you have used our Service or your Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered E911 address, and all other account information, as follows: in response to law enforcement or other governmental agency requests; as required by law, regulation, rule, subpoena, search warrant, or court order; as necessary to identify, contact, or bring legal action against someone who may be misusing the Service, the Device, or both; to protect nexMatrix Telecom's rights and property; or in emergency situations where disclosure of such information is necessary to protect nexMatrix Telecom customers or third parties from imminent harm.

22. Use of Service and Device by Customers Outside the United States and Canada. Although we encourage you to use our Service to call foreign countries and to use our Service as you travel, the Service is designed to work in the United States and Canada. Our Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a nexMatrix Telecom service area or your ISP or broadband provider places restrictions on using VoIP services, we do not claim that they will allow you to use our Service. You will be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service because of your use of our Service. All use of nexMatrix Telecom Service to or from areas outside the United States is at your own risk.

23. No Alterations or Tampering. If you copy or alter, or have someone else copy or alter, the computer code or software of any equipment provided by nexMatrix in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or otherwise disrupt our Service or make any use of our Service that is inconsistent with its intended purpose.

24. Theft of Service. You may not use or obtain our Service in any manner that avoids nexMatrix Telecom policies and procedures, including an illegal or improper manner. You will notify us immediately if your Device is stolen or if you believe that your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of Service. If you fail to notify us in a timely manner, we may disconnect your Service and levy additional charges on you. Until you notify us, you will be liable for all use of our Service using a Device stolen from you, and all stolen, fraudulent, or unauthorized use of the Service. International calling is especially vulnerable to outside hacking. For this reason, the ability to call international numbers is off by default on all customer accounts. If you instruct us to activate international service, you are also agreeing to be responsible for all call charges incurred on that account unless we are notified that you believe service has been fraudulently obtained. nexMatrix makes every effort to monitor international calling patterns, and our systems will flag unusual calling activity, often before the customer is aware of it. If we detect unusual calling, we reserve the right to terminate international access until we can verify its legitimacy.

25. Governing Law. The laws of the State of Idaho shall govern this Agreement, without reference to its principles of conflict of laws. Customer irrevocably consents and submits to personal authority in the courts of Canyon County, Idaho for all matters arising under this Agreement. In the event an action is brought, or an attorney is retained by any part to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.

26. Entire Agreement. This Agreement, including the relevant Attachments thereto, represents the entire understanding between the Parties in relation to the matters herein and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of reference and shall not affect its construction or interpretation. In the event of any conflict, inconsistency, or ambiguity between the provisions of this Agreement and any Attachment, the interpretation shall be resolved by giving precedence to such documents in the following descending order: (a) the Attachments; (b) the Agreement; (c) any additional supplemental documents.

CUSTOMER ACKNOWLEDGEMENT

By signing, you are stating that you have read this document in full and that you understand the terms as presented.

Signature

Printed Name

Email

Address Date

Comments

User Information	Comment	Timestamp
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