

Pinnacle Enterprise SIP Trunking Terms of Service

Last Updated: September 18, 2026

1. Agreement and Service

1.1 Agreement: These Enterprise SIP Trunking Terms of Service ("Terms") govern the SIP Trunking service (the "Service") that Pinnacle Communications Corporation ("Pinnacle") provides to the business entity named in an order or quote (an "Order") ("Customer"). These Terms, each Order, the Acceptable Use rules in Section 4, the Emergency Services Disclosures in Section 5, Pinnacle's published rate deck, and any applicable tariff together form the "Agreement." If they conflict, the Order controls first and these Terms second, except that a filed tariff controls where the law requires it.

1.2 Acceptance: Customer accepts the Agreement by signing an Order, by ordering the Service through a Pinnacle portal, or by using the Service. The person who signs or orders for Customer represents that they are an officer or authorized representative of Customer with authority to bind it.

1.3 Definitions:

- "ANI" means automatic number identification, the calling number in call signaling.
- "Call Path" means a single concurrent inbound or outbound call.
- "Call Bursting" means making or receiving calls beyond the Call Paths Customer has purchased, at metered per-minute rates.
- "DID" means a telephone number assigned to or ported to Pinnacle for Customer.
- "Local Calling Area" and "Rate Center" mean the geographic areas set by the local exchange carrier for rating calls.
- "North America Domestic" means the continental United States and Canada, except rate centers that Pinnacle's rate deck lists as higher-cost.
- "International" means anywhere else.
- "Phone System" means any key system, PBX, IP-PBX, hosted platform, or other voice application or appliance that Customer connects to the Service.
- "Registered Address" means the physical address Customer provides for the location from which the Service is used.
- "Service Location" means each premises listed in an Order.
- "Abandoned Call" means a call attempt received by Pinnacle for completion that the caller cancels or abandons before completion.
- "Short Duration Call" means a call of six seconds or less.
- "Average Call Duration" means the average duration of Customer's completed calls in a billing cycle.
- "Improper Calls" means calls that would result in access charges, reverse billing, or similar fees to Pinnacle, calls to 911 or other emergency services made without a valid registered location, unauthorized or fraudulent communications on pay-per-call, information service, or directory numbers, and mass calling events, excessive non-completed or invalid calls, and calls that fail because of inadequate Customer capacity.

- "Underlying Provider" means any third-party carrier, network, or vendor Pinnacle uses to deliver the Service.
- "Emergency Services" means 911, E911, and 988 calling.

1.4 Service Description: The Service is a bundled virtual trunking service that provides real-time inbound and outbound local and long-distance voice communications. It routes traffic between Customer's Phone System and the public switched telephone network, or another IP address Pinnacle designates, using SIP over an IP connection. Each Service Location may connect only one Phone System. Each Call Path supports one concurrent call, but may be shared by multiple DIDs. Customer must give Pinnacle a Registered Address to use the Service, and may use the Service only with North American local numbers and toll-free numbers that Pinnacle provides or ports for Customer.

1.5 Provision of Service: Provided that Customer is not in default, Pinnacle will provide the Service described in the Agreement for the Service Term. Services activate within a few minutes of signup, except number ports, which usually take two to four weeks. The Service Commencement Date is the date Customer orders service for a new location through a Pinnacle portal or signs an Order for it.

1.6 Customer Equipment and Interoperability: Customer is solely responsible for obtaining, using, configuring, securing, and operating any Phone System, network, and other premises equipment it uses with the Service. Pinnacle has no responsibility for the installation or configuration of Customer's Phone System, or for any issue related to connecting it to the Service, and does not guarantee interoperability with equipment it has not approved in writing.

1.7 Call Rating: Pinnacle rates a call as local if it terminates within the Local Calling Area of the call's originating ANI, which must be a North American local number. All other calls are rated as intrastate, interstate, or international long distance, based on the originating and terminating ANI in the call signaling. Pinnacle may use the value in the SIP From header, or, if a value is present in another caller-identification header field, that value, as the originating ANI. If Pinnacle cannot accurately rate a call because the originating ANI is invalid or omitted, and the call is not international, it will rate the call as intrastate. Pinnacle determines the originating or terminating carrier by evaluating the ANI down to the NPA-NXX-X level. Calls from numbers not provided or ported by Pinnacle cannot be rated as local. Customer must maintain the originating ANI on every outbound call and must not manipulate it.

1.8 Toll-Free Numbers: If Customer uses toll-free numbers with the Service, the toll-free service is an IP termination service for calls to those numbers. Customer is the Responsible Organization for those numbers and for all related charges, and inbound calls to toll-free numbers do not use Customer's Call Paths and are charged per minute.

1.9 Support: Pinnacle provides standard support, which lets Customer open a support ticket or contact Pinnacle's support team to troubleshoot why the Service may not be working. If Pinnacle determines that its side is working normally, Customer must work with its Phone System provider or network engineer. Standard support does not include on-site work, Phone System or network configuration, or support for Customer-owned equipment unless a signed addendum says so.

1.10 Underlying Providers and Agency: Pinnacle delivers the Service using Underlying Providers, does not own or control their networks or Customer's internet provider, and is not responsible for their performance. Customer authorizes Pinnacle to act as its agent to order, change, port, and maintain the

Service and related services with Underlying Providers. Customer may not resell the Service or use it in a wholesale or carrier arrangement. Pinnacle may pass through to Customer any term, restriction, or charge that an Underlying Provider imposes on Pinnacle for the Service.

1.11 Maintenance and Availability: Pinnacle may interrupt or otherwise affect the Service for maintenance. It will use commercially reasonable efforts to give advance notice, by phone, email, or other means, and to perform maintenance in a way that does not unreasonably interrupt the Service. Pinnacle may interrupt the Service for unscheduled emergency maintenance without notice.

1.12 Trials: Any free trial is for evaluation only, not for production use. All calls to 911 are blocked on a trial account, and it is Customer's responsibility to maintain a working 911 service with another provider while it evaluates the Service. E911 becomes available when a trial converts to a standard account.

2. Term, Commitments, Fees, and Billing

2.1 Service Term and Renewal: Each Service is purchased under one of the following options, stated in the Order (the "Service Term"): month-to-month, twelve (12) months, or thirty-six (36) months. A month-to-month Service may be canceled at any time, is billed for the complete month, and receives no refund for a partial month. A fixed-term Service receives the discounted rates in the Order and renews automatically for a further term equal in length to the initial term, at the same rates, unless either party gives written notice of non-renewal at least ninety (90) days before the term ends, submitted by opening a billing ticket in Pinnacle's support portal or by written notice under Section 8.8. If Customer gives timely notice, the Service moves to month-to-month at Pinnacle's then-current month-to-month rates. Pinnacle may also decline to renew on thirty (30) days' notice. Services added later require a new Order and run to the end of the existing term.

2.2 Minimum Monthly Commitment: For any Service ordered for a fixed term, Customer's minimum monthly commitment ("MMC") is set by the services, users, and seats ordered at the Service Commencement Date and stays fixed for the Service Term. Customer may add seats, users, or services at any time. An increase raises the MMC from the date it is provisioned, is coterminous with the existing term, and does not start a new term. Reducing seats, users, or services during the term, whether requested or not, does not reduce the MMC or end the term, and Customer will be billed at the MMC for the rest of the term. The MMC may be reduced only at renewal, by notice under Section 2.1, or by a written amendment signed by both parties.

2.3 Early Termination: If Customer terminates a Service, or any part of it, before the end of its Service Term for any reason other than Pinnacle's uncured material breach, or if Pinnacle terminates because of Customer's breach or default, all monthly charges and the MMC for the rest of the term (through the next renewal date), plus unpaid non-recurring charges, taxes, and unrecovered equipment charges, are accelerated and due within thirty (30) days after termination. The parties agree that these charges are a reasonable estimate of Pinnacle's damages and not a penalty.

2.4 Charges: Customer will pay the monthly recurring charges ("MRC"), non-recurring charges ("NRC"), usage charges, and other charges stated in the Order or in Pinnacle's rate deck. Billing starts on the Service Commencement Date. MRC are billed monthly in advance, and metered services, including Call Bursting and international calling, are billed monthly in arrears for the previous month. Installation, activation, and setup charges are non-refundable unless Pinnacle cannot provide the Service.

2.5 Payment: Invoices are due on the invoice date, and payment is drawn by autopay from Customer's credit card or bank account, unless the Order grants payment terms of up to thirty (30) days. Card processing fees may apply. If payment is not received within five (5) days after it is due, unpaid amounts, other than amounts disputed under Section 2.7, accrue interest at 1.5% per month or the highest lawful rate, whichever is lower, and Pinnacle may suspend or terminate the Service. Pinnacle may charge \$100 for each returned or failed payment. Customer will pay all collection costs, including reasonable attorneys' fees. If Pinnacle terminates the Service, all unbilled and uncollected fees become due.

2.6 Credit Controls: Pinnacle may require a security deposit if Customer's credit profile is insufficient, and may set an approved credit limit for Customer's usage. If usage exceeds the limit, Pinnacle may demand immediate payment by wire and block Customer's voice traffic until it is received.

2.7 Billing Disputes: To dispute a charge, Customer must, on or before the invoice due date, open a support ticket with "Notice of Billing Dispute" in the subject line. The ticket must include Customer's complete contact information, the specific dollar amount in dispute, detailed reasons, and any supporting documents. Only invoices dated within the last ninety (90) days may be disputed. The parties will work in good faith to resolve the dispute within thirty (30) calendar days after Pinnacle receives the notice. Amounts resolved in Customer's favor are credited to its next invoice, and amounts resolved in Pinnacle's favor are due immediately if unpaid. Pinnacle may deny, or delay deciding, any dispute if Customer's account is in arrears or is otherwise not in good standing. Customer must pay all undisputed amounts when due.

2.8 Back-Billing: Pinnacle may bill, including by amended or corrected billing, for any Service for up to twelve (12) months from the date the billed Service was provided. Pinnacle keeps that right regardless of any earlier billing or conflicting billing terms. Customer agrees that during that period Pinnacle has not waived any rights concerning billing, and that no legal or equitable doctrine, including estoppel or laches, applies.

2.9 Taxes and Regulatory Charges: Charges do not include taxes, fees, or surcharges. Customer will pay all applicable federal, state, provincial, and local taxes, and all use, sales, commercial, gross receipts, privilege, and similar taxes, license fees, and surcharges, whether charged to or against Customer or Pinnacle, including Universal Service Fund and other regulatory contributions and 911 and E911 fees. Pinnacle may charge a cost-recovery fee that represents an accurate and non-inflated recovery of its or its Underlying Providers' miscellaneous tax, surcharge, and fee payments to governmental authorities. If Customer proves its tax-exempt status with a valid exemption certificate, Pinnacle will not charge the exempt tax from the date it receives the certificate. Pinnacle may invoice Customer for costs it incurs complying with court orders and other governmental actions, including subpoenas duces tecum, that relate to telephone numbers or information about Customer or its end users.

2.10 Rate Changes: Pinnacle will not increase MRC or NRC during the initial Service Term, except for pass-through of taxes, fees, and surcharges, and after the initial term it may increase them on thirty (30) days' written notice. All rates and charges may change immediately if a federal, state, provincial, or other governmental agency mandates a surcharge or tax. If governmental or regulatory action occurs, Pinnacle may, without liability, pass through some or all of the resulting charges, modify the Service, rates, promotions, or these Terms to conform to the action, or, if the action materially and adversely impairs the Service, terminate the Agreement.

2.11 Resumption of Service: If Customer asks Pinnacle to restore the Service after suspension or termination, Pinnacle has sole discretion whether to do so and may require Customer to sign a new agreement, pay all past-due statements in full, pass credit approval, or make advance payments. New NRC may apply.

3. Metered Usage, Call-Pattern Charges, and Additional Charges

3.1 Call Path Plans and Soft Caps: Each Call Path subscription includes a soft cap of three thousand (3,000) combined inbound and outbound North America Domestic minutes per calendar month or billing cycle, unless the Order or portal states a different amount. The soft cap is the number of Call Paths Customer maintains multiplied by the per-path amount, totaled across the account. Some rate centers count against the soft cap at a multiple, as Pinnacle's rate deck lists, so that a minute to a listed high-cost area may use two minutes of soft cap. Calls to rate centers not included in North America Domestic, such as the U.S. Virgin Islands, are not part of the Call Path subscription, are charged per minute at the rates in Pinnacle's rate deck, and require Customer to enable international dialing.

3.2 Metered Services and Call Bursting: Customer may set maximum usage thresholds for metered services in the portal, and Pinnacle will make reasonable efforts not to allow calls that exceed them. Pinnacle does not guarantee that Customer's metered usage will stay within any monthly or weekly limit, and Customer is responsible at all times for all calls made on its account. Call Bursting and other metered usage are billed monthly for the previous month at the per-minute rates in Pinnacle's rate deck.

3.3 Short-Call Charge: Per-minute rates assume that at least 95% of Customer's completed calls last more than six seconds. If 5% or more of completed calls in a billing cycle are Short Duration Calls, Pinnacle may charge, and Customer will pay, the short-duration charge per call listed in Pinnacle's rate deck, in addition to Customer's regular rates.

3.4 Abandoned-Call Surcharge: If more than 25% of Customer's call attempts in a calendar month are Abandoned Calls, Pinnacle may charge, and Customer will pay, the abandoned-call surcharge listed in Pinnacle's rate deck on the Abandoned Calls above that threshold. The percentage is the number of Abandoned Calls divided by the total number of call attempts.

3.5 Average Call Duration Surcharge: If Customer's Average Call Duration in a billing cycle is under ninety (90) seconds, Pinnacle may charge, and Customer will pay, an Average Call Duration surcharge. It equals the number of minutes Customer would have used if the Average Call Duration had been 90 seconds across the completed calls, minus the number of minutes actually used, multiplied by the per-minute surcharge in Pinnacle's rate deck.

3.6 International and Long Distance: International per-minute rates are in Pinnacle's rate deck and are subject to change, and Pinnacle may block all or some high-cost international routes. Outbound interprovincial and interstate calls that terminate in the Yukon, Alaska, or any other non-North America Domestic location are billed at international rates. Rates for certain high-cost destinations may change on fifteen (15) days' notice by updating the rate deck.

3.7 Toll-Free and Related Charges: Inbound North America Domestic toll-free calls are billed at the flat per-minute rate or rate schedule in the Order. Inbound calls to a toll-free number from outside North

America Domestic locations are billed at the higher offshore rates in the rate deck. If a toll-free number receives calls from a payphone, Customer will pay the per-call payphone compensation charge, which Pinnacle passes through under FCC rules. Directory assistance and operator-assisted calls are billed at the per-call rates in the rate deck.

3.8 Number Porting Charges: Pinnacle may charge a per-number charge for each number Customer asks to port in, and that charge applies even if Customer cancels the port request after submitting it. If Customer cancels a port request within 48 hours after the firm order commitment date, a non-recurring charge of \$100 per number also applies. Pinnacle may charge a one-time fee for each number Customer ports out, as its rate deck states, and may charge up to \$65 per number for a number Pinnacle reasonably determines was used for resale.

3.9 Minimum Invoice: Pinnacle may charge a minimum of \$25 per month for Customers with only metered services whose monthly fees are lower than that amount.

3.10 Improper Calls: Customer will pay all charges and costs Pinnacle incurs because of Improper Calls, including originating access charges, local exchange carrier fees, and reverse billing, and Pinnacle may block Improper Calls.

3.11 Additional Charges: Other non-recurring charges may apply as stated in Pinnacle's rate deck. Customer should review the rate deck for current charges.

4. Standard Business Use and Acceptable Use

4.1 Customer Responsibilities: Customer is responsible for all use of the Service at its Service Locations, whether by Customer or any end user, with or without its permission. Customer will (a) comply with all applicable laws and this Section, (b) make sure its end users know and follow the Agreement, (c) give Pinnacle accurate and current contact, billing, and location information, and (d) cooperate with reasonable requests from Pinnacle and with any government or law enforcement inquiry about use of the Service. Customer will pay any fines or penalties that a government authority or third party passes through to Pinnacle because of Customer's or an end user's use.

4.2 Standard Business Use: The Service is provided for Standard Business Use by a single company. Standard Business Use means use in a manner consistent with ordinary business use, with one Phone System per Service Location, no more than fifteen (15) numbers per SIP trunk, one Registered Address, and no IP address outside the United States. If Pinnacle determines that Customer is not using the Service for Standard Business Use, it may, in addition to its other rights, notify Customer and allow two (2) calendar days to cure by stopping the use, buying more trunks, or changing its use so it is consistent with Standard Business Use. Pinnacle may, in any combination, (a) immediately suspend the Service, (b) charge a minimum inappropriate-use fee of \$750 or \$0.07 per minute for all calls made during the period of prohibited use, whichever is higher, plus applicable toll-free and international charges, to Customer's payment method of record, and (c) charge the termination fees described in Section 2.3.

4.3 No Wholesale or Resale Use: The Service is not for wholesale or resale use. Customer may not use it with a softswitch or call router to feed phone service from a service provider to that provider's customers, and may not use the Service to buy or port numbers for another service provider. The Service must be registered to a single Phone System that belongs directly to Customer for its own

internal use. Pinnacle may determine, in its reasonable discretion and based on Customer's traffic, purchase, and cancellation patterns in the ordinary course of business, that the Service is being purchased or used in violation of this Section, and if so may charge port-out fees under Section 3.8 in addition to its other remedies.

4.4 No Least-Cost Routing or Auto-Dialers: Customer may not use the Service with a least-cost router or with an auto-dialer or robo-dialer, as Pinnacle determines in its reasonable discretion from analysis of Customer's traffic patterns in the ordinary course of business.

4.5 Prohibited Uses: Customer and its end users may not use the Service to (a) send spam or abusive, unsolicited, or mass automated communications, or engage in illegal robocalling, auto-dialing, predictive dialing, or sequential dialing, (b) transmit misleading or inaccurate caller ID information, or impersonate any person, including by using artificial intelligence or similar technology, (c) commit or support fraud, including cloning, subscription fraud, or use of stolen credentials, (d) repeatedly dial free conference, chat, or similar numbers, or generate artificial traffic, including traffic pumping, (e) run servers or applications that drive continuous, heavy traffic or consume unreasonable network capacity, (f) interfere with, disrupt, or gain unauthorized access to Pinnacle's or a third party's network, (g) reverse engineer or tamper with Pinnacle's systems, or (h) violate any law or third-party right.

4.6 Toll Fraud and Security: Customer has the sole and exclusive responsibility for the installation, configuration, security, and integrity of all Customer systems and premises equipment used with the Service, and for selecting, implementing, and maintaining their security features. Customer is liable for all charges for calls made through its equipment, credentials, or network, including calls placed by unauthorized third parties, whether the unauthorized access is accidental, intentional, or fraudulent, and whether or not Customer knew of it. Customer must tell Pinnacle promptly if it learns of fraudulent or unauthorized use. Pinnacle may, without notice, block or limit high-risk international or premium destinations, restrict concurrent calls, and monitor for unusual traffic, but has no duty to detect fraud or to investigate the authenticity of calls charged to Customer's account.

4.7 Electronic Tools: If Pinnacle gives Customer access to a service ordering or management system or related electronic tools, including by online account or application programming interface, Customer is fully and exclusively responsible for the accuracy of information, charges, costs, transactions, and activities conducted through them, and for safeguarding, monitoring, and managing access to them. Customer may allow authorized use only by persons it designates. Customer keeps full and sole responsibility for all charges for the Service even if access is unauthorized, and whether the unauthorized access is accidental, intentional, or fraudulent.

4.8 Caller ID and Call Authentication: Customer will only originate calls using numbers it owns, has been assigned, or is otherwise authorized to use, and must not alter or manipulate the originating number or caller ID in call signaling. Pinnacle may authenticate, label, block, or reject traffic under the FCC's STIR/SHAKEN framework, its Robocall Mitigation Database obligations, and industry traceback requests, and Customer will help Pinnacle respond to those requests.

4.9 Recording and Consent: Customer is solely responsible for complying with all laws on recording, monitoring, or transcribing calls, including obtaining any required consent from every party to a call. Pinnacle may record and monitor calls between Customer or its end users and Pinnacle for training, quality monitoring, and other purposes without further notice.

4.10 Health Information: Customer is responsible for using the Service in a way that complies with laws on protected health information, including HIPAA and HITECH, and will not transmit protected health information over the Service unless the parties have signed a separate written agreement covering it. Pinnacle does not represent that use of the Service will make Customer compliant with any law.

4.11 Network Jeopardy: If Pinnacle determines, in its discretion, that Customer's use of the Service, or the specific method or technology Customer uses, materially and adversely interferes with or places in jeopardy Pinnacle's network, its other customers or partners, or the overall business of Pinnacle or its other customers or partners, Pinnacle may suspend or terminate the Agreement or the Service immediately, giving as much prior notice as is practicable under the circumstances, if any.

4.12 Enforcement: If Pinnacle reasonably believes Customer has violated this Section, it may investigate, audit the account, limit, throttle, block traffic, or suspend the Service, charge applicable usage and service fees, or terminate the Service under Section 8, and Customer remains responsible for all charges. Pinnacle may cooperate with legal authorities and injured third parties in the investigation of any suspected crime or civil wrong.

5. Emergency Services Disclosures (911, E911, and 988)

Read this Section carefully. SIP Trunking is Internet-based, and 911 service over it differs from traditional wireline 911 service in ways that can affect whether and where emergency help is sent.

5.1 What the Service Includes: The Service includes Enhanced 911 ("E911") service, or Basic 911 service in some circumstances, if and only if the originating ANI (caller ID) for the call is set up with a valid 911 endpoint and location with Pinnacle. Each account comes with a Master E911 Record that Customer registers with a location address for 911. Customer may buy additional E911 address locations. Calls to 988 are supported only where the Service and Underlying Providers allow.

5.2 E911, Basic 911, and National Call Center Service: With E911, a call from Customer's Registered Address is routed to the emergency center serving that physical location, usually a public safety answering point ("PSAP"), and the operator has the caller's callback number and Registered Address automatically, whether or not the caller can give them verbally. With Basic 911, the emergency operator has no access to the caller's number or address unless the caller gives them verbally. Depending on location, some Customers cannot get E911. In that case, calls to 911 go to a national emergency call center, where a trained agent asks for the caller's name, telephone number, and location and then transfers the caller to the appropriate local emergency center or finds another way to provide emergency services. The national call center has no automatic access to the caller's number or Registered Address, so callers must be prepared to give both verbally. E911 is not available from all local emergency centers, and Pinnacle does not control whether E911 or national call center service applies.

5.3 Calls Without a Valid Setup: If a call to 911 is sent with a number other than one that is set up with a valid 911 endpoint and location, Pinnacle may substitute Customer's default 911 location and endpoint registered from the location making the call. In that case the emergency operator will have the callback number, and the call will be routed to the local emergency center serving that location. If Customer calls 911 without proper emergency locations and callback profiles, the call will be routed to a national emergency call center and Customer will be charged the 911 fee stated in Pinnacle's rate deck. Customer is responsible for testing and assuring that its proper address and callback number are

delivered to the emergency center, and can do so by dialing 933 and listening to the number transmitted and the registered address played back.

5.4 SIP Header Requirement: For 911 service to route a call to the appropriate emergency responder accurately, Customer must send the 911 caller ID for the call, which must correspond to the Registered Address, in the user part of the URI contained in the SIP From header.

5.5 Registered Address and Multi-Line Systems: Customer must not move the physical location from which the Service is used away from the Registered Address without first updating the Registered Address as Pinnacle requires. If it fails to tell Pinnacle of a move, Pinnacle may, in its sole discretion, immediately suspend the Service until Customer updates the Registered Address. Customer acknowledges that any such failure may cause incorrect routing of 911 calls, for which Customer is solely liable, and that continuation of certain 911 services may be restricted or precluded depending on the location to which Customer wishes to move. Customer must give a valid physical street address, including building, floor, suite, or room where needed to find the caller, and not a P.O. box or mail drop. Customer is responsible for configuring its Phone System to comply with federal and state laws that apply to it, including direct 911 dialing without a prefix, on-site notification of 911 calls, and dispatchable location, and to send accurate location information to Pinnacle. If Customer's users use softphones or extensions away from the Registered Address, Customer must make sure each user updates the emergency location every time the location changes.

5.6 Outages: Customer acknowledges that the Service may not support basic 911 or E911 dialing in the same manner as traditional wireline service, and agrees to inform all of its employees, guests, and other persons who may use the Service of the potential complications. In particular, 911 service will not function if the Service fails for any of these reasons: (a) power or internet failure or outage, (b) suspended or terminated broadband service, (c) suspension of the Service for billing reasons, or (d) any other service outage. Customer is responsible for providing uninterrupted AC power and backup power to all equipment, including its Phone System and network gear. Any power interruption may result in loss of the Service, including 911.

5.7 Testing and Labels: Do not test emergency calling by dialing 911. Use the 933 test number in Section 5.3. Customer must place a label or notice on or near each telephone or device that uses the Service. Suggested wording: "911 service limitations: this service will not work during a power or internet outage. Be prepared to confirm your location and stay on the line until told to hang up."

5.8 Suspension and Termination: A suspension, outage, or termination of the Service will prevent all calls from being made through it, including 911 calls.

5.9 Disclaimer of Liability and Indemnity: Customer acknowledges and agrees that neither Pinnacle, its Underlying Providers, nor any other party involved in routing, handling, delivering, or answering emergency services calls or in responding to emergency calls, nor their officers or employees, may be held liable for any claim, damage, loss, fine, penalty, or cost, including attorneys' fees, arising from or relating to the provision of emergency services of any type, and Customer waives all such claims and causes of action. Pinnacle specifically disclaims all liability associated with 911 or E911, including for service failures, network issues, third-party failures, and misconfiguration. Customer will indemnify and hold harmless Pinnacle from any claim or action by any caller placing a 911 call, without regard to whether the caller is an employee of Customer, and from any claim or action arising out of misroutes of

911 calls, whether local emergency response centers or national emergency calling centers answer a 911 call, or how the 911 calls are handled by any emergency operator, including operators of the national call center. These limits apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, tort, or any other theory of liability, and to the fullest extent the law allows.

6. Numbers, Regulatory Status, Privacy, and Data

6.1 Regulatory Status: Pinnacle is registered with the Federal Communications Commission and provides the Service as a competitive local exchange carrier or interconnected VoIP provider, depending on the Service and location. The Service is subject to federal, state, and local law and to any tariffs Pinnacle files, and may be treated differently from traditional telephone service for regulatory purposes. Pinnacle may change, suspend, or discontinue the Service, or adjust these Terms, to the extent needed to comply with law, a regulator's order, or an Underlying Provider's change, and will give as much notice as is practicable.

6.2 Telephone Numbers: Customer has no ownership right in any telephone number assigned by Pinnacle, but may port a number that it already owns or is authorized to use. Pinnacle may change an assigned number only when required by a regulator, an Underlying Provider, or number administration rules.

6.3 Porting In: Pinnacle requires a completed and signed letter of authorization ("LOA") for any existing telephone number Customer wishes to port from another carrier, and may require a recent copy of the current provider's bill that shows Customer's billing telephone number ("BTN") and a record of every number to be ported. Pinnacle must receive the LOA and any bill copies before it starts a port request and obtains a confirmed port date. The confirmed port date is the date on which the current provider has agreed to port the number, and in some cases it can take one to two business weeks or longer after Customer starts the request, depending on the accuracy of Customer's information and the speed of the current provider. Pinnacle makes no guarantees about the promptness of a port, but will process all ports consistent with applicable law. Customer must keep its existing service active until Pinnacle confirms the port is complete.

6.4 Porting Out: To port numbers out, Customer must give Pinnacle thirty (30) days' written notice before termination takes effect. Pinnacle will process a valid port-out request under FCC and industry porting rules and will not refuse or delay a valid request because of an unpaid balance. Pinnacle may charge a one-time fee for each number Customer ports out to another carrier, as its rate deck states. Porting a number out does not cancel the monthly service charges for that number, so Customer must log in to the portal and close the related Service Location or cancel the numbers after the port completes. Customer remains responsible for all amounts owed, including charges under Section 2.3.

6.5 Customer Proprietary Network Information: Pinnacle protects Customer Proprietary Network Information ("CPNI") as required by Section 222 of the Communications Act and the FCC's CPNI rules (47 C.F.R. Part 64, Subpart U). CPNI means information about the quantity, technical configuration, type, destination, location, and amount of use of the Service, including numbers called, call frequency, duration, and timing, and the services Customer buys. Pinnacle uses CPNI to provide, bill, and secure the Service, to help Customer troubleshoot, for directory listings, to protect its rights and property and those of other customers and carriers from fraud and abuse, to comply with law or court order, and as



otherwise permitted by law. Unless Customer restricts it, Pinnacle may also use CPNI to offer Customer other communications services and may share it with affiliates, agents, and partners authorized to represent Pinnacle, who must protect it under the same rules. Customer may restrict or withdraw that use at any time by written notice to:

Pinnacle Communications

19821 Executive Park Circle

Germantown, MD 20874

without affecting its Service. Pinnacle will not sell CPNI or share it with unaffiliated third parties for their own marketing without Customer's opt-in consent. Pinnacle discloses call detail only after authenticating the requester by a pre-established password or PIN, a call back to the number of record, an email to the email address of record, or mail to the address of record, and notifies Customer's contacts of certain account changes, including a new or changed online account, password or authentication method, and postal or email address. Pinnacle trains its personnel on CPNI, reviews marketing campaigns that use CPNI, keeps records of them, and will notify Customer and, where required, law enforcement and regulators of a CPNI breach. If Customer receives threatening or scam calls, Customer should file a complaint with local law enforcement, and Pinnacle will release the related call details to law enforcement on a subpoena or documented official request rather than directly to Customer. Customer will keep its authorized account contacts current and is responsible for the CPNI safeguards of any agent or reseller it authorizes to view its account.

6.6 Privacy and Security: Pinnacle collects, uses, and retains customer and call detail information as described in its Privacy Policy and as required by law. Pinnacle may store, analyze, use, and publicly disclose aggregated information about product use, including calling destinations and patterns, in a form that does not identify Customer. Pinnacle uses commercially reasonable efforts to protect information but cannot guarantee complete security over the public internet or third-party networks. Customer is responsible for securing the devices and networks that connect to the Service, and for protecting personal information, credentials, and content. Pinnacle will notify Customer of a security breach as applicable law requires.

6.7 Data Use and AI Features: Customer grants Pinnacle and its service providers a worldwide, non-exclusive, royalty-free license, for the Service Term and as needed afterward for legal, billing, and backup purposes, to host, process, and analyze Customer Data using automated systems, including artificial intelligence and machine learning, in order to provide, support, secure, and improve the Service, to detect fraud and abuse, and to provide AI-enabled features that Customer or Pinnacle enables. "Customer Data" means call detail records, call recordings, transcriptions, voicemail, messages, and related metadata that Customer or its end users generate through the Service. Pinnacle may create aggregated, de-identified data and insights from Customer Data and may use them for its business purposes. Pinnacle will not sell Customer Data, and will handle Customer Data that is CPNI in line with Section 6.5. Customer is responsible for giving any notices and obtaining any consents that law requires from end users and other call parties before recording, transcribing, or analyzing calls with AI features. AI-generated outputs may be inaccurate or incomplete, and Customer should not rely on them alone for legal, compliance, safety, or other significant decisions.

6.8 Lawful Intercept and Legal Process: Pinnacle will comply with lawful intercept requirements, including the Communications Assistance for Law Enforcement Act, and with subpoenas, court orders, and other lawful requests. Where the law allows, Pinnacle will notify Customer of a request for its records, but it may respond without notice when the law prohibits notice. Customer will reimburse Pinnacle's costs of responding to legal process about Customer's account, numbers, or end users, as Section 2.9 provides.

6.9 Service Communications: Customer and its end users consent to being contacted by Pinnacle and its designated third parties, at any telephone number or address provided for the Service, for purposes related to the Service, including by automated messages, prerecorded calls, text messages, email, and agent calls. Customer confirms that the numbers and addresses it provides are correct and authorized for those contacts, and will promptly tell Pinnacle of any change. Customer may opt out of promotional messages through Pinnacle's customer service.

7. Service Levels, Warranty, Liability, and Indemnity

7.1 Availability and Service Credits: Pinnacle makes service commitments under this Section and any service level agreement attached to the Order (the "SLA"), which is incorporated here by reference. Pinnacle targets monthly availability of 99% for the Service, measured per Service Location. The Service is unavailable when Customer cannot place or receive calls because of a failure in Pinnacle's network, starting when Customer reports the outage or Pinnacle detects it and ending when service is restored. If the Service is unavailable for the periods below in a calendar month, Customer may claim a credit against the monthly recurring charge for the affected Service Location.

Unavailability in month	Credit (% of affected monthly recurring charge)
61 to 240 minutes	3%
241 to 720 minutes	7%
More than 720 minutes	20%

Customer must request a credit in writing within thirty (30) days after the end of the month in which the outage occurred. Credits are applied to future invoices, have no cash value, are calculated separately for each Service Location, and may not exceed 20% of the affected monthly recurring charge in any month. Credits are Customer's sole remedy, and Pinnacle's sole obligation, for unavailability or poor performance of the Service.

7.2 Support Response: Pinnacle will aim to respond to at least 95% of support tickets in each month within the times below.

Ticket priority	Business hours: Monday to Friday, 8:00 AM – 5:00 PM ET	All other times and holidays
Urgent (service down)	1 hour	4 hours
Medium	4 hours	Next business day
Low	24 hours	Next business day

7.3 Exclusions: No credit applies to unavailability caused by (a) factors outside Pinnacle's reasonable control, including an event described in Section 7.7, (b) acts or omissions of Customer, its end users, or third parties, (c) power or internet outages or failures at the Service Location or in networks Pinnacle does not control, (d) Customer's Phone System, network, or other equipment, or Customer's changes to its configuration, (e) scheduled maintenance with reasonable notice, or emergency maintenance without notice, or (f) suspension or a violation of Section 4. Pinnacle cannot monitor or guarantee call quality over Customer's own internet connection.

7.4 Disclaimer of Warranties: Except for the SLA commitments in Section 7.1, Pinnacle makes no warranties, express or implied, for the Service. Pinnacle specifically disclaims any warranty of merchantability or fitness for a particular purpose, and does not warrant that the Service will be uninterrupted or error-free, that it will meet Customer's requirements, or that it will prevent unauthorized access by third parties. Pinnacle exercises no control over, and disclaims responsibility for, the accuracy and quality of any information transmitted through the Service. Customer expressly assumes the risk of its and its end users' use of the Service and of any information transmitted through it.

7.5 Limitation of Liability: To the fullest extent the law allows, (a) neither Pinnacle nor Customer is liable to the other for any indirect, incidental, punitive, special, exemplary, or consequential damages, including lost profits, revenue, or business, arising out of or relating to the Service, Customer's premises equipment, or any product or service provided by third parties under the Agreement, and (b) Pinnacle's maximum liability under the Agreement is limited to service credits under Section 7.1, not to exceed the fees Customer actually paid to Pinnacle for the affected Service in the one month before the claim arose. Multiple claims do not increase the limit. Pinnacle is also not responsible for damage arising from hacking, tampering, or unauthorized access, Customer's or an end user's failure to provide correct information, to test or configure equipment, or to provide backup power or internet service, loss of power, installation by third parties, equipment, network, or facility failures, acts or omissions of Underlying Providers or internet providers, blocking by an internet provider, or any cause beyond Pinnacle's reasonable control.

7.6 Indemnification by Customer: Customer will defend, indemnify, and hold harmless Pinnacle, its affiliates, Underlying Providers, and their directors, officers, employees, and agents from alleged or actual losses, costs, claims, liability, and damages, including reasonable attorneys' fees, and including injury or death of any person or damage to tangible property, to or by any third party, that relate to or arise from (a) the use of the Service provided to Customer, whether or not Customer knew of or authorized that use, (b) damage to or destruction of Customer's premises equipment not caused by Pinnacle or its agents, (c) any default by Customer, (d) the installation, configuration, security, or integrity of Customer's systems and premises equipment, or the use or operation of that equipment by Customer or a third party, (e) unauthorized access to or use of the Service or the electronic tools described in Section 4.7 by any third party through Customer's premises equipment or credentials, whether the access is accidental, intentional, or fraudulent and whether or not Customer knew of it, (f) any service outage, failure, or disconnection, including inability to reach 911, and (g) violation of law by Customer or its end users. In those cases Customer keeps full and sole responsibility for all charges for the Service. Pinnacle gives Customer no indemnity. The indemnified party must give prompt written notice of a claim, the indemnifying party controls the defense and settlement (with an unconditional release of the indemnified party), and the indemnified party must cooperate fully.

7.7 Force Majeure: Neither party is liable for delay or failure to perform, other than a payment obligation, caused by events beyond its reasonable control, including natural disasters, fire, flood, severe weather, war, terrorism, pandemic, labor disputes, government orders or action, changes in tariffs or duties, cyber-attacks, power or network failures, and acts or omissions of Underlying Providers, vendors, or internet providers, including port-blocking. The affected party must promptly notify the other and use commercially reasonable efforts to resume performance.

8. Suspension, Termination, and General Terms

8.1 Suspension and Default: Customer is in default if it fails to make any payment for the Service that it is not disputing in good faith under Section 2.7. Pinnacle may suspend the Service, in whole or in part, (a) on default, (b) immediately, and with notice as soon as practicable, to stop fraud or abuse, to protect its network, Underlying Providers, or other customers, or to respond to a violation of law, Section 4, or Section 5.5, or (c) as required by a court or regulator. Section 5.8 describes the effect on emergency calling. Pinnacle may limit, suspend, or constrain the Service for prolonged inactivity. Pinnacle may condition restoring the Service as Section 2.11 describes, and continues to bill during a suspension caused by Customer.

8.2 Termination for Cause: Either party may terminate the Agreement if the other party materially breaches it and does not cure within thirty (30) days after written notice, or if the other party becomes insolvent or unable to pay its debts, enters bankruptcy or receivership, is dissolved or liquidated, or makes an assignment for the benefit of creditors. Pinnacle may also terminate the Service, without notice and without liability, if Customer (a) materially breaches a term that cannot be cured by its nature, (b) violates Section 4 or any law or regulation, or (c) remains in default ten (10) days after written notice. Pinnacle may terminate the Service without liability, on written notice, if an agreement with an Underlying Provider needed to deliver the Service ends, expires, or is not renewed. If Pinnacle terminates, all unbilled and uncollected fees become due.

8.3 Effect of Termination: On termination, Customer will pay all charges through the termination date and any amounts due under Section 2.3, and must arrange to port any numbers it wishes to keep under Section 6.4 before termination takes effect. Sections that by their nature should survive, including payment, liability, indemnity, and dispute resolution, survive termination.

8.4 Changes to These Terms: Pinnacle may change these Terms, and any related policies, features, fees, rates, or usage limits, with or without notice, and may discontinue features without notice. Pinnacle may give notice on its website, in the customer portal, by email, or in another form it chooses. Changes take effect when posted or on any later date stated, and Customer's continued use of the Service after that date is acceptance. Changes required by law or a regulator take effect immediately. Rates stated in an Order are fixed for its initial Service Term, except for charges described in Sections 2.9 and 2.10 and charges an Underlying Provider imposes. Customer has no right to terminate the Agreement because of a change to these Terms.

8.5 Governing Law: This Agreement is governed by the laws of the State of Maryland, without regard to conflict-of-law rules, and by applicable federal law. Where a state or federal tariff applies, the tariff controls.

8.6 Dispute Resolution: Any dispute, claim, or controversy arising out of or relating to the Agreement or the Service, including its interpretation, validity, or the scope of this Section, will be resolved by binding arbitration before one arbitrator under the JAMS Comprehensive Arbitration Rules and Expedited Procedures, seated in Montgomery County, Maryland. Each party pays its own filing, administrative, and arbitrator fees, and the arbitrator may award costs, reasonable attorneys' fees, and reasonable witness costs to the prevailing party. Judgment on the award may be entered in any competent court. Either party may seek provisional relief in court to protect confidential information or intellectual property, and Pinnacle may bring a court action to collect unpaid amounts. All claims must be brought in the parties' individual capacities, and not as a plaintiff or class member in any class, collective, private attorney general, or other representative proceeding, and this waiver applies to class arbitration. Each party waives trial by jury. Any claim must be brought within one (1) year after the cause of action arises. Nothing in this Section limits a right to file a complaint with the FCC or a state regulator that the law does not allow to be waived.

8.7 Assignment: Customer may not assign the Agreement without Pinnacle's prior written consent. If Customer sells substantially all of its assets or the business at a Service Location, the buyer must agree to be bound by the Agreement and complete Pinnacle's service transfer form before Pinnacle will consider consenting. Pinnacle may assign the Agreement to an affiliate or a successor to its business. The Agreement binds and benefits the parties' successors and permitted assigns.

8.8 Notices: Notices must be in writing and delivered by hand, by email or facsimile with confirmed delivery, or by first-class registered or certified mail, postage prepaid, to the addresses in the Order or as later designated. Mailed notices are effective three days after mailing.

8.9 General: The Agreement, together with its attachments, including schedules, addenda, price lists, service level agreements, and acceptable use rules, is the entire agreement on its subject and replaces earlier communications and any purchase order or other terms from Customer. Customer is not relying on any statement, promise, or description that is not in the Agreement. Handwritten changes made by Customer are not part of the Agreement. It may be modified or waived only by a signed writing, except as Section 8.4 provides. A waiver of one breach is not a waiver of another. If a provision is unenforceable, the rest remains in effect. Headings are for reference only. The parties are independent contractors, and there are no third-party beneficiaries. A deadline that falls on a weekend or holiday extends to the next business day. Pinnacle may identify Customer as a customer only with Customer's prior written approval.