

Pinnacle ePOTS Terms of Service

Last Updated: September 18, 2026

1. Agreement and Service

1.1 Agreement: These Terms of Service ("Terms") govern the ePOTS 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 Emergency Services and Life-Safety Disclosures in Section 5, any product guide or equipment documentation Pinnacle provides, and any applicable tariff together form the "Agreement." If they conflict, the Order controls first, these Terms second, and any product guide last, except that a filed tariff controls where the law requires it.

1.2 Acceptance: Customer accepts the Agreement by signing an Order, by submitting an order for the Service, or by receiving or using the Service or Equipment without an Order. The person who signs for Customer represents that they are authorized to bind Customer.

1.3 Definitions: "ePOTS" means Pinnacle's managed replacement for copper analog telephone lines, delivering analog dial tone at a Service Location through Equipment over a broadband, dedicated, or cellular connection. "Service Location" means each premises listed in an Order. "End User" means any employee, guest, invitee, contractor, or other person who uses the Service through Customer. "Equipment" means gateways, adapters, routers, SIM cards, batteries, and similar devices that Pinnacle supplies. "Underlying Provider" means any third-party carrier, network, or vendor Pinnacle uses to deliver the Service or Equipment. "Emergency Services" means 911, E911, and 988 calling. "Life-Safety Line" means any line that carries elevator, fire alarm, security alarm, emergency call box, or other emergency, alarm, monitoring, or code-required traffic.

1.4 Service Description: The Service uses Internet, voice over IP, cellular, and related technologies that operate differently from traditional copper or time-division voice service. Analog devices connect to Equipment, and Equipment connects to Pinnacle's network over Customer's broadband connection, a dedicated circuit, or a cellular connection. The Service is available only where Pinnacle and its Underlying Providers can deliver it, and only at the locations and in the quantities stated in an Order.

1.5 Orders and Approval: Every Order is subject to Pinnacle's verification and approval, to availability of Equipment, and to receipt of any regulatory approvals. Pinnacle may decline or cancel any Order at any time in its sole discretion. Pinnacle may discontinue rate cards and Equipment offers at any time, other than for services already activated.

1.6 Agency: Customer authorizes Pinnacle to act as its agent to establish, convert, change, port, and maintain the Service and related services with Underlying Providers, including ordering, changing, and disconnecting them.

1.7 Underlying Providers and Third-Party Networks: Pinnacle does not own or control Underlying Providers, Customer's internet provider, or cellular and other third-party networks, and is not responsible for their performance, non-performance, or interconnection points. Customer must obtain any approvals needed to use third-party networks and must comply with their terms. Customer may not

sell, lease, license, rent, or assign access to any third-party network or Equipment without Pinnacle's written consent. The Agreement gives Customer no ownership interest in the Service, Equipment, or any related wires, lines, or circuits. Pinnacle may pass through to Customer any term, restriction, or charge that an Underlying Provider imposes on Pinnacle for the Service.

1.8 Deployment Design: Customer is solely responsible for selecting and approving the design in which the Service is deployed, including how it connects to alarm, elevator, fire, fax, and other devices. Pinnacle does not assure that a design will be compatible with Customer's devices or will meet any legal, code, or regulatory requirement. Later changes to Customer's network, equipment, or devices may affect the Service, and Pinnacle will support them, if at all, at its time-and-materials rates.

1.9 Support: Pinnacle provides support for the Service through its network operations center 24 hours per day. Support does not include on-site work, implementation, customization, device configuration, a dedicated representative, or support for third-party or Customer-owned equipment, unless an Order says so. On-site work not in an Order is billed at Pinnacle's then-current rates.

2. Term, Fees, and Billing

2.1 Service Term: Each Service or line at each Service Location has the initial term stated in the Order (the "Service Term"). The Service Term starts on the earliest of (a) the date Pinnacle completes installation, (b) fourteen (14) days after Equipment ships, if Customer self-installs or uses guided installation, and (c) sixty (60) days after Equipment is delivered or ninety (90) days after Customer signs the Order, whichever is earlier (the "Activation Deadline"). Unless the Order says otherwise, the Service Term renews automatically for successive terms equal in length to the initial term, unless either party gives written notice of non-renewal at least 120 days before the term ends, except that Pinnacle may decline to renew on thirty (30) days' notice. If an Order states no term, the Service is month-to-month and renews monthly at Pinnacle's then-current month-to-month rates. Services or locations added later require a new Order and run to the end of the existing term. Pinnacle begins billing monthly recurring and Equipment rental charges only when the Service has been delivered and is active, or on the Activation Deadline if Customer has delayed installation or activation, and does not charge Equipment rental for any period before Equipment is delivered.

2.2 Charges: Customer will pay the monthly recurring charges, non-recurring charges, usage charges, and Equipment charges in the Order. Monthly recurring charges are billed monthly in advance, on the billing cycle Pinnacle assigns, and usage and non-recurring charges are billed in arrears. Installation, activation, setup, and restocking charges are non-refundable unless Pinnacle cannot provide the Service or Equipment. Additional fees apply to added services, moves, changes, and other ancillary orders. Reducing lines, Equipment, or Service Locations during a Service Term does not reduce Customer's charges for that term.

2.3 Payment: Invoices are due 30 days after the invoice date by wire, ACH, check, or certified funds. Where Pinnacle accepts a credit or purchase card, a processing surcharge may apply. Unpaid amounts, other than amounts disputed in good faith under Section 2.4, are in default. Late amounts accrue interest at the lower of 1.5% per month or the highest lawful rate, and Pinnacle may charge \$100 for each returned or failed payment. Customer will pay all costs of collecting unpaid amounts, including attorneys' fees. Pinnacle may require a deposit or other security based on credit review, and may suspend the Service, in whole or in part, when any amount is past due.

2.4 Billing Disputes: Customer must give written notice of a good-faith billing dispute, with supporting detail, within sixty (60) days after the invoice date, and must pay all undisputed amounts when due. If Pinnacle does not receive a dispute notice within that period, the charges on the invoice are correct and binding on Customer. Pinnacle will credit any amount it agrees was billed in error.

2.5 Taxes and Regulatory Charges: Customer will pay all federal, state, and local taxes, including sales, use, excise, and gross receipts taxes that apply to the Service or Equipment. Except for taxes on Pinnacle's net income, Customer is also responsible for all regulatory costs, fees, and surcharges arising from an order, rule, or regulation of any government or quasi-governmental authority that is imposed on or incident to the provision, sale, or use of the Service, whether it is imposed on Customer, Pinnacle, or Pinnacle's Underlying Providers or their affiliates. Examples include 911 access, universal service programs, franchise fees, FCC and state regulatory fees, and utility and telecommunications taxes. Tax estimates may differ from actual billing, and a challenge to a tax or fee does not excuse payment. A tax exemption applies only from the date Pinnacle receives a valid exemption certificate.

2.6 Pass-Through and Recovery Fees: Customer will also pay Pinnacle's carrier pass-through recovery fee, a local telecom fee of 5% on voice charges, regulatory cost-recovery fees, and a 911 and E911 fee of \$1.85 per line or telephone number per month, each as shown on the invoice or in the Order, and any increase in them. For any line served over a wireless network, Customer will also pay the wireless administrative and pass-through surcharge shown in the Order or on the invoice.

2.7 Rate Changes: Pinnacle may change rates and fees as stated in Section 8.4. Taxes, government-imposed fees, and Underlying Provider charges that change may be passed through to Customer immediately.

2.8 Termination and Early Termination: Customer may terminate a Service only by submitting a written disconnection order to Pinnacle, and remains responsible for all charges up to the date the Service is actually disconnected. Pinnacle does not guarantee a disconnection date. If Customer terminates a Service, line, or Service Location before the end of its Service Term, or if Pinnacle terminates because of Customer's breach, all monthly charges for the remainder of the term, plus unpaid non-recurring charges, taxes, all Equipment rental charges for the remainder of the term, and unrecovered Equipment charges, are accelerated and immediately due and payable on the termination date. The parties agree that these charges are a reasonable estimate of Pinnacle's damages and not a penalty.

3. Equipment, Installation, and Activation

3.1 Ownership: Unless an Order says Customer is buying Equipment, all Equipment is rented, remains the sole personal property of Pinnacle or its Underlying Provider, is not a fixture, and is not sold to Customer. The rental is a true lease. Customer gets no ownership interest in Equipment, must keep it free of liens and encumbrances, and must not do anything that jeopardizes the owner's tax treatment of it. Customer's obligation to pay Equipment rental charges for the full Service Term is absolute and unconditional, and Customer may not set off, withhold, or reduce those charges because of any claim, dispute, or defense against Pinnacle or an Underlying Provider, or because of any Equipment defect, loss, or interruption of Service. Customer will pay all taxes, fees, and assessments on Equipment while it is in Customer's possession. Title to purchased Equipment passes when Pinnacle receives payment in full.

3.2 Delivery: Pinnacle ships Equipment to the Service Location at Customer's expense, by ground unless the Order says otherwise. Risk of loss passes to Customer when Pinnacle tenders Equipment to the carrier. Customer must inspect Equipment on delivery and report visible damage within five (5) days.

3.3 Site Readiness: Customer must, at its own cost, (a) provide properly grounded power and backup battery systems at each Service Location, (b) provide all wiring and network cabling needed, properly terminated, tested, and labeled before installation begins, (c) obtain any permits required by local code, (d) anchor and secure any freestanding racks where code requires it, (e) supply any external or routable IP addresses needed, (f) give Pinnacle's technician timely, unhindered access to each Service Location and any restricted areas on the scheduled date, and (g) provide a safe working environment.

3.4 Installation: Installation must be completed within ninety (90) days after Customer signs the Order, and Pinnacle performs it during normal business hours, Monday through Friday. Installation means delivery of the Service to the demarcation point and installation and activation of Equipment. It does not include troubleshooting, cabling assessment, network configuration, testing, or training. Wiring, extensions of the demarcation point, and equipment on Customer's side of the demarcation point are Customer's responsibility and may be provided by Pinnacle at additional cost. Circuit installation covers the building entry point only, and Customer bears the cost of third-party connections beyond it to the telecommunications room. Pinnacle will bill back all materials used, including cabling, jacks, blocks, and plug modules. If work cannot be completed because Customer did not meet this Section, Customer is not entitled to a refund, and Pinnacle may bill delays, scope changes, and overages at \$150 per hour, in 30-minute increments rounded up.

3.5 Activation and Required Lines: Customer must complete installation and activate the Service on the number of lines stated in the Order, and at least two (2) lines per device where the Order requires it, within sixty (60) days after Equipment is delivered. If it does not, Pinnacle may start billing on the Activation Deadline in Section 2.1, accelerate rental charges, and apply the termination charges in Section 2.8 to the lines that were not activated.

3.6 Cancellation and Return: If Customer cancels an Order before installation, it will pay a restocking fee of \$600, plus shipping and technician charges already incurred. Customer must return Equipment within sixty (60) days after it ships, if the Order is cancelled or the Service is not activated, and within five (5) business days after termination or expiration in every other case, in good condition and free of liens, ordinary wear excepted, using the shipping method and return authorization Pinnacle specifies. If it does not, Customer will pay the greater of \$1,500, the purchase price of the Equipment, and Pinnacle's replacement cost plus \$50, less any restocking fee already paid. If returned Equipment needs repair beyond ordinary wear, Customer will reimburse the cost of repair. If Customer keeps using the Service after its Service Term without giving timely notice of non-renewal under Section 2.1 and returning the Equipment on time, Equipment rental continues and renews with the Service.

3.7 Loss and Damage: Customer bears all risk of loss, theft, and damage to Equipment while it is at a Service Location or otherwise in Customer's possession, must notify Pinnacle immediately of any loss, damage, or theft, and must use surge protection and uninterruptible power supplies to protect Equipment. Customer must keep Equipment in good working order, use it only for its own business purposes at the Service Location, and insure it against loss and damage for its full replacement cost, naming Pinnacle, or the Underlying Provider Pinnacle identifies, as loss payee, and must give Pinnacle proof of that insurance on request. Loss, theft, or damage of Equipment does not relieve Customer of its

obligation to pay Equipment rental or any other charges. Customer will pay replacement cost plus \$50 if Equipment is lost, stolen, or damaged beyond ordinary wear, or if it is not returned when due. If Customer is in material breach, Pinnacle may repossess Equipment without demand, and Customer waives any claim for damages from repossession. Customer is also liable for all costs and damages, including attorneys' fees, arising from unauthorized use of Equipment.

3.8 Equipment Warranty: Pinnacle is not the manufacturer of any Equipment. Equipment is rented or sold "as is" and is covered only by the warranties, if any, that the manufacturer or Underlying Provider gives Pinnacle and that Pinnacle can pass through to Customer. Where Pinnacle receives a limited warranty for an ePOTS device, Pinnacle will pass it through: for purchased units, one year from receipt, and for rented units, the rental term while Customer's account is in good standing. That warranty covers defects in materials and workmanship under normal use, and does not cover misuse, accidents, unauthorized modification, or normal wear. Repair or replacement, at the warrantor's choice, is the sole remedy, and Customer pays shipping and return authorization costs. Modifications may void any warranty.

3.9 Cellular Backup: If an Order includes a cellular gateway, it may include a data-only SIM that provides backup connectivity only when Customer's primary internet connection is down, and only in the contiguous United States. The SIM includes up to 100 MB of data per month, and use above that is billed at \$5.00 per 100 MB, rounded up. Pinnacle cannot guarantee coverage or signal strength at any Service Location, and Customer is responsible for placing the gateway where signal is adequate. Customer may not use or install repeaters, boosters, signal enhancers, or external antennas with the gateway without Pinnacle's prior written approval. The gateway does not operate without power, so Customer must connect it to an uninterruptible power supply or a battery backup that Pinnacle offers. The SIM may be used only with the Service.

3.10 Firmware and Changes: Pinnacle may update Equipment firmware and software remotely, at any time. Customer may not move, open, modify, or reconfigure Equipment, or connect it to a different Service Location, without Pinnacle's written consent.

3.11 Wireless Service: This Section applies to any line, gateway, or SIM that uses a wireless network as its primary or backup connection. (a) Wireless service depends on radio signal and is subject to limits on availability, coverage, and quality, including signal strength, terrain, structures, weather, network capacity, interference, and the operation of third-party networks. Pinnacle does not guarantee coverage, speed, or call quality, and Customer is responsible for placing Equipment where signal is adequate. (b) Pinnacle gives a credit for wireless service only for a total wireless outage lasting more than 24 consecutive hours, which Customer must request in writing within thirty (30) days, as provided in Section 7.2. (c) Customer may not use repeaters, boosters, or signal enhancers, or connect equipment that Pinnacle has not approved, without Pinnacle's prior written approval, and Pinnacle may disconnect unapproved equipment. (d) Pinnacle may suspend or terminate wireless service without notice for use that is illegal or unauthorized, that interferes with the network or other users, that is spamming, or that exceeds the usage or credit limits of the Order. (e) If Equipment or a SIM is lost or stolen, Customer may ask Pinnacle to suspend service on it, and remains responsible for all charges until Pinnacle has suspended the service. (f) Customer releases Pinnacle, its affiliates, and its Underlying Providers from, and will defend, indemnify, and hold them harmless against, any claim arising out of Customer's or its End Users' use of wireless service or wireless Equipment, as provided in Section 7.6.

4. Customer Responsibilities and Acceptable Use

4.1 Responsibility for Use: Customer is responsible, and accepts full liability, for all use of the Service and Equipment at its Service Locations, whether by Customer or an End User, and with or without Customer's permission. Customer will (a) comply with all applicable laws and with these Terms, (b) make sure every End User knows and follows them, (c) give Pinnacle accurate and current contact, billing, and location information, and (d) cooperate with commercially reasonable investigations of suspected breaches, including government investigations. Governmental determinations bind Customer, and 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 Credentials and Portal Access: Customer is solely responsible for protecting all account credentials, passwords, PINs, and portal access, and for the use and control of access to its account, whether those credentials are chosen by Customer or its End Users.

4.3 No Resale: Customer may not resell the Service or Equipment, or distribute or transfer them to any person other than its employees and, for guest-facing and common-area devices installed at its own property, its guests and invitees as an incident to Customer's own business. Customer may not sell, lease, license, or assign access to any network, Equipment, or Underlying Provider service.

4.4 Prohibited Uses: Customer and 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 a stolen or lost device, (d) repeatedly dial free conference, chat, or similar numbers, or generate artificial traffic, (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, tamper with, or give third parties access to maintenance commands on Equipment, or (h) violate any law or third-party right.

4.5 Fair Use: Unlimited domestic calling covers calls within the contiguous United States and Canada and excludes international calls, calls to Puerto Rico and U.S. territories, and other destinations Pinnacle lists. Pinnacle may review, throttle, or reclassify accounts whose usage exceeds normal use, including 3,000 minutes per line per month or more than 300 fax pages per month, and may charge overage or move the account to a higher-priced plan. The Service may not support 311, 511, or other N11 services other than 411, 711, and 911, and does not support star (*) or pound (#) services or 611.

4.6 Fraud and Unauthorized Use: Pinnacle has no duty to investigate the authenticity of calls charged to Customer's account and is not liable for fraudulent or unauthorized calls that Pinnacle processes and bills to Customer. Customer is solely responsible for selecting, implementing, and maintaining security features on its equipment and network, and must tell Pinnacle promptly if it learns of fraudulent or unauthorized use. If Pinnacle discovers or reasonably suspects fraud, illegal or abusive use, use that puts its or its Underlying Providers' networks at risk or exposes them to third-party liability, use that violates the Agreement, or use that supports illegal robocalling, Pinnacle may take immediate action, without notice, to prevent the calls or transmissions.

4.7 Enforcement: If Pinnacle believes Customer has violated this Section, it may investigate, audit the account, limit, throttle, 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 take these steps for prolonged inactivity, for violation of the Agreement, and to protect its network.

4.8 Connected Devices: Pinnacle does not warrant that alarm dialers, modems, fax machines, credit card terminals, TTY devices, medical alert devices, or any other connected device will work over the Service. Customer must test every connected device after installation and after every change to the Service or Customer's network.

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, and disclaims all liability arising from any law or regulation concerning protected health information.

5. Emergency Services and Life-Safety Disclosures

Read this Section carefully. ePOTS is not a traditional copper telephone line. It depends on power and on an internet, dedicated, or cellular connection, and it may fail, including for 911 and for alarm and elevator lines, in ways a copper line would not.

5.1 How Emergency Calling Works: Emergency calls from the Service are routed using the physical address registered for the calling line. In some areas the call may go to a national emergency call center rather than the local public safety answering point ("PSAP"), and the operator may ask for the caller's name, callback number, and location. Pinnacle does not guarantee that a PSAP will receive the caller's number or location. Calls to 988 are supported only where the Service and Underlying Providers allow.

5.2 Registered Address: Customer must give Pinnacle a valid physical street address, including building, floor, suite, or room where needed to find the caller, for every line. P.O. boxes and mail drops are not acceptable. Customer must give Pinnacle at least 30 days' advance written notice before it moves a line, changes Equipment locations, or changes its use of the Service, and must notify Pinnacle promptly of any other change to a registered address. If it does not, 911 service will not operate properly. Customer must designate key personnel to receive E911 notifications, give Pinnacle their names and contact details, and notify Pinnacle promptly of any change. A telephone number that is not associated with the local calling area of the Service Location may not reach 911 or emergency services. Where the Service Location is in California, Customer must comply with the multiline telephone system 911 requirements and disclosures that apply there. Customer is responsible for configuring any multi-line telephone system connected to the Service to comply with federal and state laws that apply to it, including direct 911 dialing, on-site notification, and dispatchable location requirements.

5.3 Outages and Interruptions: The Service, including 911 and any Life-Safety Line, will not work if power fails at the Service Location, if the internet, dedicated, or cellular connection fails or is congested, if Equipment or Customer's devices fail, or if the Service is suspended or terminated. Access to emergency services may also be interrupted, delayed, refused, or limited, without notice, because of insufficient coverage, environmental conditions, atmospheric conditions, interference, system capacity, upgrades, repairs, relocations, non-payment, or priority access by emergency responders. Customer is responsible for providing uninterrupted AC power and backup power to all Equipment, and for providing backup connectivity. Any power interruption may result in loss of the Service, including 911. The Service may be unable to complete 911 calls during a failure of the network of Pinnacle or an Underlying Provider, and Customer must make all users of the Service aware of these limitations.

5.4 Suspension and Termination: Suspension or termination of the Service for any reason prevents all calls from being made, including 911 calls. Pinnacle does not guarantee that emergency calling will remain available during a suspension.

5.5 Testing: Customer must test emergency calling and every connected device after installation and after every change to a Service Location, address, or Equipment. Do not test by dialing 911. Where supported, dial 933 to hear the number and registered address on file for the calling line, and confirm they are correct.

5.6 Notice to End Users: Customer must convey the limitations in this Section, including the 911 and E911 limitations described in Sections 5.1 through 5.5, to every End User and to every other person who may have occasion to use the Service, including guests and staff who may use devices on the Service, and must make sure they understand the nature and limits of 911 service over the Service. By accepting the Agreement, Customer acknowledges that it understands and accepts these limitations and will convey them as this Section requires. To meet this duty, Customer must place a label or notice on or near each telephone or other device connected to the Service. Suggested wording: "911 service limitations: this phone 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."

5.7 Alarm, Elevator, Fire, and Other Life-Safety Lines: Pinnacle is not an alarm, fire protection, elevator, or monitoring company, does not monitor, maintain, or certify any such system, and assumes no responsibility for the compatibility or operation of connected devices. Pinnacle does not warrant that the transmission of alarm or other signals will not be interrupted, circumvented, or compromised, and the Service may be disrupted by network congestion, atmospheric conditions, power failures, or other conditions beyond Pinnacle's control. ePOTS may not support elevator, fire, or other life-safety lines at some Service Locations. Before using the Service for a Life-Safety Line, Customer must (a) confirm in writing with the authority having jurisdiction, its alarm monitoring provider, its elevator contractor, and its insurer that the Service is acceptable for that use, (b) test each device end to end after installation and at the intervals its code or provider requires, (c) provide any redundant communication path or backup power that applicable code requires, (d) identify each Life-Safety Line to Pinnacle in the Order, and (e) sign Pinnacle's Alarm and Life-Safety Liability Waiver before Pinnacle activates that line. Customer is solely responsible for ensuring that each Service Location has adequate backup connections. Wireless and cellular connections depend on radio signal and may not work outside signal range or because of network capacity, terrain, power failures, structures, or weather.

5.8 Disclaimer of Liability: To the fullest extent the law allows, neither Pinnacle nor its affiliates, Underlying Providers, or their personnel are liable for any injury, death, loss, damage, claim, penalty, or expense of any kind arising out of the use of the Service with any life-support, alarm, or monitoring system, or arising out of 911, E911, or any emergency call, including failure, delay, or misrouting of a call, an outage or suspension, misconfiguration, or the acts or omissions of any PSAP or emergency call center. Pinnacle specifically disclaims all liability associated with 911 and E911. These limits apply regardless of whether a claim is based on contract, warranty, product liability, tort, or any other theory.

5.9 Indemnity for Emergency Claims: Customer will defend, indemnify, and hold harmless Pinnacle, its affiliates, and its Underlying Providers from any claim or action by any person, including any employee, guest, or End User of Customer, arising out of emergency calling, the inability to place or complete an emergency call, misrouting of a call, an outage, or Customer's or an End User's failure to follow this Section, whether or not the caller is an employee of Customer and whether a local emergency center or a national emergency call center answers the call. This indemnity applies to the fullest extent permitted by law, including claims arising in whole or in part from the alleged negligence of Pinnacle, its affiliates, or its Underlying Providers.

6. Regulatory Status, Numbers, 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, including copper retirement and network transition rules, 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: Customer authorizes Pinnacle to act as its agent to port numbers to Pinnacle and will sign the letter of authorization Pinnacle requests. Customer must supply accurate information from its current provider's records, including account name, service address, and billing telephone number, and Pinnacle may require a recent copy of the current provider's bill. Porting dates are set by the current provider, can take up to twenty-one (21) days or longer, and are not guaranteed, and inaccurate information can cause a port to be rejected or delayed. 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, and 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. Customer remains responsible for all amounts owed, including charges under Section 2.8 and any port-out fee stated in the Order. Porting a number away does not by itself stop its monthly charge, so Customer must cancel the number or close the related Service Location after the port completes.

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. Pinnacle does not share CPNI with any third party, and does not sell it or use it for marketing. Pinnacle discloses CPNI only (a) to Underlying Providers and vendors that need it to provision, bill, support, or secure the Service and are bound to protect it, (b) to Customer or a person Customer authorizes, or (c) as required by law, court order, or legal process. 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. Pinnacle trains its personnel on CPNI and will notify Customer and, where required, law enforcement and regulators of a CPNI breach. 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 Equipment and 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.

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 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 to 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

7.2 Service Failures: A "service failure" means a failure to install, restore, or terminate the Service on time, a failure to provide the Service, or any failure, mistake, omission, interruption, degradation, delay, error, or defect in the course of providing it. For a service failure, Pinnacle's only obligation, and Customer's sole and exclusive remedy, is to repair or re-perform the Service and, for a continuous service failure at a Service Location lasting more than 24 hours, a pro-rata refund or credit of the prepaid monthly recurring charge for the affected Service for the period beyond 24 hours. Customer must request a credit in writing within 30 days after the service failure. Credits are calculated separately for each Service Location, are applied against future invoices, and have no cash value.

7.3 Exclusions: No remedy under Section 7.2 applies to a service failure 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, internet, or cellular outages or failures at the Service Location or in networks Pinnacle does not control, (d) Customer-owned or Customer-provided equipment, including a broadband connection or modem, or a change to Customer's network, (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 broadband connection.

7.4 Disclaimer of Warranties: Except as expressly stated in this Agreement, the Service and Equipment are provided "as is" and "as available," with all faults. To the fullest extent the law allows, Pinnacle disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement. Pinnacle does not warrant that the Service will be free of failure, delay, interruption, error, degradation of quality, or loss of content, data, or information, that it will meet Customer's requirements, or that it will prevent unauthorized access by third parties. Pinnacle does not control, and disclaims responsibility for, the accuracy and quality of information transmitted through the Service, and Customer assumes the risk of its and its End Users' use of that information. No vendor can assure complete security, and nothing in the Agreement implies a security guarantee.

7.5 Limitation of Liability: To the fullest extent the law allows, (a) Pinnacle, its affiliates, Underlying Providers, and their personnel are not liable to Customer or any End User for any indirect, incidental, consequential, reliance, special, exemplary, or punitive damages, or for loss of use, profits, revenue, business, goodwill, or data, even if advised of the possibility, and (b) the total liability of Pinnacle and those persons for all claims arising out of the Agreement or the Service, combined, is limited to the fees Customer paid for the affected Service in the one month before the claim arose. Those limits apply even if a limited remedy fails of its essential purpose, and multiple claims do not increase the limit. Pinnacle is also not liable for injury to persons or property, or for losses, damages, claims, or expenses of any kind, caused by Equipment or Software, unless directly caused by Pinnacle's willful misconduct. Without limiting the above, Pinnacle is 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 Equipment, to install, configure, and maintain it as required, or to provide backup power, internet, or cellular 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 personnel from third-party claims, and resulting losses, damages, and costs including attorneys' fees, arising from (a) acts or omissions of Customer or its End Users, (b) breach of the Agreement by Customer or its End Users, (c) claims by Customer's employees, guests, or invitees, (d) infringement claims based on Customer's equipment, content, or use of the Service or Equipment, (e) any service outage, failure, or disconnection, including inability to reach 911, (f) unauthorized access to or use of the Service through Customer's equipment, credentials, or network, whether accidental, intentional, or fraudulent, and (g) violation of law by Customer or its End Users. This indemnity applies to the fullest extent permitted by law, including claims arising in whole or in part from the alleged negligence of Pinnacle, its affiliates, or Underlying Providers. 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. Pinnacle gives Customer no indemnity.

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: Pinnacle may suspend the Service, in whole or in part, (a) whenever any undisputed amount is past due, (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 or Section 4, or (c) as required by a court or regulator. Suspension may include Life-Safety Lines and 911, as Section 5.4 explains. Pinnacle may limit, suspend, or constrain the Service for prolonged inactivity. Pinnacle may condition restoring the Service on payment of all past-due amounts, credit approval,

advance payments, or a new agreement, and may charge a reinstatement fee of \$150. Pinnacle 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 forty-five (45) 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) fails to pay an undisputed amount within ten (10) days after written notice of default. 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. Termination for any of these reasons may include termination of 911 and Life-Safety Lines.

8.3 Effect of Termination: On termination, Customer will pay all charges through the termination date and any amounts due under Section 2.8, return Equipment under Section 3.6, and 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 Service Term, except for charges described in Sections 2.5 to 2.7 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 or delegate its duties 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 is the entire agreement on its subject and replaces earlier communications and any purchase order or other terms from Customer. 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. "Include" and "including" mean including without limitation. 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.