



**NOTICE IS HEREBY GIVEN THAT THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO CHAPTER 48 OF TITLE 15 (& 15-48-10, ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.**

**Hosted Voice Services Agreement**

V09/05-21

THIS TERM AGREEMENT (hereinafter the "Agreement") is made by and between Horry Telephone Cooperative, Inc., having an office at 3480 Highway 701 North, Conway, South Carolina 29526 (hereinafter collectively HTC) and Customer (Customer name indicated on the executed Services Detail Agreement). For the purposes of this Agreement, Service address and billing address of Customer are indicated on the executed Services Detail Agreement.

WHEREAS, HTC is in the business of providing communications services (hereinafter collectively referred to as "Services").

WHEREAS, the Customer desires to acquire access to the Services on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, their receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I. Service Specifications.**

- 1.1. Service Details. HTC shall provide Customer services indicated on the executed Service Detail Agreement. All services not available in all areas.
- 1.2. Hosted Voice Service. Hosted Voice requires service to be in one location unless service includes lines installed in the central office. Voice service provided via SIP trunking. HTC Long Distance plan and HTC Broadband service required to participate.
- 1.3. Term. The Term of this Agreement begins on the date that service installation shall be deemed complete and the Service is operational unless noted by Customer that service is not operational and will continue for the Term indicated on the Service Detail Agreement.
- 1.4. Renewal. At the end of the original term, or any successive term, HTC will automatically renew this Agreement for 12 months at the then current rate for equivalent service unless either party gives written notice of intent not to renew to the other party at least 60 days prior to the expiration of the previous term.
- 1.5. Special Service Arrangements. HTC does not provide training, consultation services, software/hardware configuration or enhanced service reliability unless otherwise specified in this Agreement.

**ARTICLE II. Charges and Payment.**

- 2.1 Installation Fees and Service Fees. Customer agrees to pay HTC Installation Fees and Monthly Recurring Service Fees indicated on the Services Detail Agreement for which services are applied. *Rates are approximated and subject to change due to regulatory filings and/or equipment cost changes. Rates quoted do not represent pricing of other service providers who may be a part of this service provisioning. **Monthly Recurring Service Fees do not include all government fees or state, federal or municipality taxes.***
- 2.2 Billing. HTC will invoice Customer following the service commencement date, payable upon receipt, for the Installation Fee and the Service Fee for the initial billing interval. All subsequent Service Fees shall be invoiced in advance of the service month.
- 2.3 Moves, Adds and Changes (MACS). Any service work performed after the initial installation and setup, not covered in this Agreement or the Services Detail Agreement, will be billed at the then current standard hourly rate for such service work, with a one (1) hour minimum. The HTC Business Schedule can be found in Article VI, Section 6.1. Holidays and non-business hours will be billed in accordance to the schedule below:

	Multiplier:
Business Hours	Standard Hourly Rate
After Hours	1.5 times Standard Hourly Rate
Weekends and Holidays	2 times the Standard Hourly Rate



- 2.4 Taxes. Sales and use taxes and all other taxes and levies (excluding those based upon HTC income) which are applicable to this Agreement and the provision of Services hereunder shall be borne by Customer (and added to the applicable Service Fee), regardless of whom the taxes or levies are or were imposed upon.
- 2.5 Force Majeure. HTC shall not be liable for an interruption in service resulting from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or acts of omissions of transportation common carriers (collectively referred to as "Force Majeure Conditions").

### **ARTICLE III. Service Facilities, Maintenance and Testing.**

- 3.1 Wiring. Customer will be responsible for any additional cost that may be incurred for cabling/wiring that is required by HTC for installation as necessary to provide service within Agreement. It is assumed that any existing cabling/wiring will be sufficient for this installation. If HTC finds your data and/or voice network is not properly wired, installation of equipment/services will be delayed. HTC will assess Customer's wiring needs and provide an estimated quote at request. HTC adheres to the Telecommunications Industry Association (TIA) structured cabling standard.

Standard CAT5 and camera wire pulls are billed at \$85.00 per pull and standard CAT6 pulls are billed at \$110.00 per pull. A standard wire pull is defined as: a pull no greater than 150 feet in length, one standard jack and plate (dependent on type - CAT5, CAT6 or camera), requires no more than one hour of labor and does not require a ladder over six feet in height.

Non-standard wire pulls are billed at standard rates plus any additional time and/or materials associated with the pull. (A non-standard wire pull is more than 150 feet in length, requires special jacks, plates or other termination devices, requires more than one hour of labor, requires walls to be fished, requires a large apparatus to complete (such as in a warehouse or multi-level building) and could include underground or special cabling to withstand specific environmental tendencies).
- 3.2 Maintenance of Facilities. Any equipment supplied by HTC to provide Services under this Agreement (hereinafter referred to as the "Facilities") shall be maintained by HTC at HTC's sole expense. Customer may not rearrange, move, disconnect, remove or attempt to repair any Facilities except with the written consent of HTC. Customer shall make available to HTC the Facilities in order to permit HTC to make tests and adjustments appropriate for maintaining the Facilities in operating condition. Such tests and adjustments shall be completed within a reasonable time
- 3.3 Connections. HTC's responsibility for service ends at the demarcation point. "Demarcation" means the point of meeting where the "hand-off" occurs between HTC's system and Customer's system. Facilities used by HTC in providing Services may be connected with terminal equipment or communications systems provided by Customer. In such a case, facilities and terminal equipment or communications systems provided by Customer or its customers shall be subject to mutually agreeable technical interface specifications.
- 3.4 Equipment Space and Power at Customer's Premise. To the extent the points of termination of such Services are located on Customer's premises, Customer shall furnish or arrange to have furnished to HTC at no charge equipment space and electrical power required by HTC to provide Services under this Agreement. The selection of AC or DC power shall be as specified by HTC. Customer shall also make necessary arrangements in order that HTC will have access to such space at reasonable times for installing, inspecting, repairing or removing Facilities of HTC. HTC shall have no right to place equipment in space owned or controlled by Customer without the prior consent of Customer. If Customer fails to perform its duties contained in Article II, HTC may terminate this Agreement at its election and recover damages from Customer.

### **ARTICLE IV. Liabilities and Warranties.**

- 4.1 Liability Limitation. In no event shall HTC be liable for any damage arising out of the fault of facilities or equipment furnished by Customer, Customer's agents, subcontractor, independent contractor or anyone acting on behalf of Customer or for any act or omission of Customer in furnishing its services to others. In no event shall either party have any liability for any punitive, indirect, consequential, special or incidental damages (such as loss of business or profits) arising out of or relating to this Agreement or either party's obligations under this Agreement.



- 4.2 Disclaimer of Warranty. HTC makes no warranty, whether express, implied, or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service, or (except as specifically set forth in this Agreement) as to any other matter, all of which warranties by HTC are hereby excluded and disclaimed.
- 4.3 Voice Mail Disclaimer. HTC makes no warranty that its voice mail or call recording products, whether hardware or software based, meet requirements for HIPAA or other privacy certification.
- 4.4 Music On Hold. In no event shall HTC be liable for Customer using a Music On Hold device or subscription to Music on Hold service with regards to US copyright laws. US laws currently protect the copyright owners from unlawful, unpermitted use of their music titles in over-the-phone broadcast. Copyright laws also apply to the rebroadcasting of any radio program.
- 4.5 Broadband Disclaimer. HTC's Broadband service speed may vary by Customer location. HTC strives to provision each Customer's circuit up to the advertised maximum speed, however actual speed received by Customer will vary based on multiple variables, such as condition of Customer wiring or the electromagnetic interference on Customer's circuit, Customer computer configurations and/or internet backbone or internet/network congestion and server speeds of websites accessed. These variables can cause broadband service speed to perform at less than the maximum speed advertised. HTC does not guarantee maximum speeds.
- 4.6 Copyright or Trademark Infringement. Using Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software Digital Millennium Copyright Act. HTC is registered under the Digital Millennium Copyright Act of 1998; <http://www.copyright.gov/legislation/dmca.pdf>.

**ARTICLE V. Enhanced 9-1-1 Service Terms and Conditions**. Hosted Voice/SIP service is a voice over internet protocol service. The Federal Communications Commission requires HTC notify Customer regarding certain requirements and limitations of Enhanced 9-1-1 services (hereinafter referred to as E911) of this voice offering. In no event will HTC be liable for any damage arising out of or related to Hosted Voice/SIP service and/or this Agreement as a result of Hosted Voice/SIP service not being fully functional. It is Customer's responsibility to notify its users of the E911 Terms and Conditions associated with Hosted Voice/SIP service associated with this Agreement.

- 5.1 Address. Customer must completely and correctly identify the E911 premise address, which includes the validated street address and additional information, such as room or floor number, necessary to adequately locate the caller. of each telephone number where service is installed ("Premise Address"). The Premise Address specified in this document will be provided to E911 emergency operators for emergency calls made from telephone numbers associated with this Agreement. If Premise Address is not accurate, emergency calls may be routed to the wrong emergency authority and/or emergency personal may be directed to the wrong address. Customer must notify HTC to move Hosted Voice/SIP services to a new Premise Address. If equipment associated with this service is moved to another location without notification to and installation by HTC, E911 service may not operate properly and emergency operators may be unable to correctly identify the Premise Address associated with Customer's emergency. When Customer initiates service or makes a change in service locations, there may be a delay before the Premise Address or change in Premise Address is updated in the E911 database. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER HTC, NOR ITS OFFICERS OR EMPLOYEES, SHALL BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE DIALING OF 911 CALLS AND/OR ROUTING, HANDLING, DELIVERY, ANSWERING OR PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER AND CUSTOMER'S END USERS. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS HTC, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS THE CUSTOMER'S EMPLOYEE OR END USER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY HTC, ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR 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. THE



LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

- 5.2 Numbers Outside Local Exchange Area. If Customer has ported in a telephone number from an exchange that is not within the HTC exchange area, emergency personal may be unable to determine the location from which the Customer is calling.
- 5.3 Broadband Connection. Customer accepts and understands that Hosted Voice/SIP service will not allow calls to be placed or received, including E911 assistance, if broadband connectivity is unavailable, regardless of cause.
- 5.4 Power Outages. While Customer's voice service may include a battery backup that provides a limited period of service in the event of a power outage, commercial power is necessary to provide uninterrupted service. Customer accepts and understands that Hosted Voice/SIP service will not allow calls to be placed or received, including calls to E911 assistance, in the event of a power outage and the battery power has been exhausted or is not functional.
- 5.5 Soft-Client or Mobile Application. Customer accepts and understands that calls for E911 assistance will not be available with soft-client or mobile applications.

**ARTICLE VI. Kari's Law Service Terms and Conditions.** In August 2019, the Federal Communications Commission adopted rules implementing Kari's Law, requiring direct 911 dialing and notification capabilities ("Notification") in multi-line telephone systems ("MLTS"). Such requirements take effect on February 16, 2020 and apply with respect to MLTS that are manufactured, imported, offered for first sale or lease, first sold or leased or installed after February 16, 2020. Where HTC is installing, managing or operating the MLTS, Customer must completely and correctly identify the central location at the facility where the MLTS is installed or another person or organization where MLTS Notification will be sent ("MLTS Emergency Contact"). Customer must completely and correctly identify a second MLTS Emergency Contact to serve as a backup in case of an issue with the primary MLTS Emergency Contact identified. Customer must also completely and correctly identify whether it would like for MLTS Notification to be in the form of a conspicuous on-screen message with audible alarms for security desk computers using a client application, text messages for smart phones or an email for administrators. Customer must notify HTC to make any changes to its MLTS Notification system. If change are made to Customer's MLTS Notification system notification to and installation by HTC, the MLTS Notification service may not operate properly and emergency operators may be unable to correctly identify the location associated with Customer's emergency. CUSTOMER ACKNOWLEDGES AND AGREES THAT HTC WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE CUSTOMER PERFORMING THE FUNCTIONS OF A PERSON ENGAGED IN INSTALLING, MANAGING, OR OPERATING AN MLTS, INCLUDING ACTIVELY MAKING ANY CHANGES TO THE MLTS NOTIFICATION, MLTS NOTIFICATION SYSTEM, AND/OR MLTS EMERGENCY CONTACTS ON ITS OWN. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT HTC WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF CUSTOMER DECLINING TO USE THE SERVICES OFFERED.

**ARTICLE VII. Termination.**

- 7.1 Termination. A party may terminate this Agreement upon the other party's failure to cure any of the following within 30 days following written notice thereof: (a) the insolvency, corporate reorganization, arrangement with creditors, receivership or dissolution of the other party; (b) institution of bankruptcy proceedings by or against the other party; (c) a final order by a government entity with appropriate jurisdiction that a Service or the relationship hereunder is contrary to law or regulation; or (d) breach of any provision herein.
- 7.2 Termination Charge. HTC and Customer agree that in consideration for termination, charges will be based on Term and Bundle Pricing referenced in Service Detail Pricing in correspondence with the Service Agreement and any applicable Addendums. In the event of termination of services prior to fulfilling term of Agreement by Customer (including temporary suspension of service) for any reason other than a breach of Agreement by HTC which has not been cured pursuant to 6.1 Termination, Customer agrees to pay A) \$100 cancellation fee, B) fulfill remaining balance of term in full within 30 days of cancellation, C) reimburse HTC any waived charges including, but not limited to, construction and installation charges.



## **ARTICLE VIII. Miscellaneous Provisions.**

### **8.1 HTC Business Schedule.**

**8.1.1** Business Hours are defined as between 8:00 am and 5:00 pm, Monday through Friday, excluding Holidays.

**8.1.2** After Hours are defined as between 5:00 pm and 8:00 am, Monday through Friday, excluding Holidays.

**8.1.3** Weekends are defined as between 5:00 pm Friday through 8:00 am Monday.

**8.1.4** Holidays are defined as the twenty-four (24) hour period for each HTC observed Holiday. Holidays include (Note: Recognized Holidays are subject to change):

- New Year's Day
- Good Friday, Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day (2 days)
- Christmas Day (2 days)

**8.2 Amendment.** This Agreement may be amended from time to time only in writing executed by the parties hereto with the same formality attending the execution of this Agreement. Once an amendment or modification becomes effective in such manner, it shall be deemed to be included thereafter in all references herein to the Agreement.

**8.3 Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed by first class mail, certified or registered, postage prepaid or sent via a nationally recognized overnight courier (e.g., FedEx) to the other party at the billing address set forth on the first page of this Agreement. Notices are deemed received by a party when the party or its agent receives such Notice. Any party may change its address by giving notice in writing stating its new address to the other party.

**8.4 Governing Law.** This document shall be governed by and construed in accordance with the laws of the State of South Carolina.

**8.5 Binding, Benefit.** This Agreement constitutes the entire agreement and understandings among the parties. All previous discussions, promises, representations and understandings among the parties relative to this Agreement, if any, are superseded by this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and authorized assigns.

**8.6 Successors and Assigns.** This Agreement shall bind and benefit the parties and their respective successors and assigns, regardless of whether such successors and assigns expressly agree to be bound by the Agreement.

**8.7 Headings.** The headings in this Agreement are for convenience only and are not to be used in construing this Agreement.

**8.8 Non-Solicitation.** Each party agrees that, during the term of this Agreement and for a period of one year following the termination or expiration of this Agreement, it will not directly or indirectly solicit or induce any employee of the other party or its Affiliates to terminate or negatively alter his or her relationship with the other party or its Affiliates. If any restriction set forth in this Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.