

Voice Terms and Conditions

Customer Name: City of Kingsport for its Kingsport City School District("Customer")

These Voice Terms and Conditions ("Voice Terms") apply to any voice service offering (the "Voice Service(s)") ordered by Customer from United Data Technologies, Inc. ("UDT") in accordance with the TIPS 230105 Technology Solutions Products Services between the parties, and are effective as of the date of the last signature hereto (the "Effective Date"). Customer's purchase and/or use of the Voice Services constitutes acceptance and agreement to these Voice Terms. In the event of conflict between the MSA and these Voice Terms, these Voice Terms shall govern.

1. Voice Services. Following acceptance by UDT of customer's written order for the Voice Service(s) (the "Voice Service Order(s)") UDT shall provide Customer with the Voice Services specifically identified in the Voice Service Order(s) for the term identified therein (the "Voice Service Term"). Customer is responsible for all use of the Voice Services throughout the Voice Service Term, whether or not authorized by Customer.

2. Pricing. Pricing for the Voice Service(s) shall be as stated in the Customer's order at the time the order is placed. Any such pricing is exclusive of taxes, surcharges, assessments, or other governmental or regulatory fees. Offered pricing may not be combined with any other offer except as provided herein. Discounts, if applicable, shall not apply to taxes, surcharges, assessments, or other fees (including, but not limited to promotional credits, installation charges, nonrecurring charges, special construction or CPE charges, pass-through charges, access and port charges, municipal and franchise fees, governmental and regulatory surcharges and assessments, line recovery charges, interexchange access charges, or E-911 fees). Unless otherwise expressly stated in writing by UDT, any new Voice Services added by Customer under the MSA and these Voice Terms following the initial Voice Service Order will reflect UDT's rates that are in effect at the time the new Voice Services are ordered. The new rates will only apply to newly-added Voice Services unless Customer executes a new Voice Service Order for all Voice Services or is otherwise indicated by UDT in a revised sales quote. UDT reserves the right to adjust Customer pricing following upon thirty (30) days' written notice to Customer.

In the event that Customer terminates the Voice Service(s) prior to the end of the Voice Service Term, Customer may be required to pay UDT an early termination charge equal to the remaining monthly recurring charges for the Voice Service(s) for the duration of the Voice Service Term.

The following services have a per usage charge and/or may be restricted/blocked as described below and in more complete detail in UDT's quote, the MSA, or official pricing catalogs:

- 900/976 numbers Customer acknowledges by signing this agreement that UDT has informed Customer that the Voice Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance Customer acknowledges that UDT has informed Customer that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a charge of \$2.00 per call or as otherwise indicated in UDT's pricing, as updated. Customer may request that access to Directory Assistance numbers be blocked.
- International calls Customer acknowledges that UDT has informed Customer that international calls and calls outside the continental United States are not included in the Voice Services and will incur a per call charge based on UDT's then applicable per country rates. International calling is blocked by default. Customer may request that international calling be enabled on a per extension basis and Customer agrees to pay per-call charges for each international call.
- Operator-Assisted calls Customer acknowledges that UDT has informed Customer that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on UDT's Voice services.

3. Maintenance and Location. Voice Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, routine maintenance, upgrades, relocations, repairs, and similar activities. UDT will use commercially reasonable efforts to notify Customer of any scheduled maintenance, but may need to interrupt Voice Services without notice or compensation to Customer. UDT operates and maintains Voice Services up to the demarcation point at the Customer premises only.

4. Disconnection.

At the end of a Voice Service Term, UDT may, in its sole discretion, release to Customer's new service provider the telephone number used in connection with Customer's Voice Service if:

- Such new service provider is able to accept such number;

- Customer's account has been properly disconnected;
- Customer requests the transfer upon disconnecting Customer's account.

5. Installation. Once UDT schedules installation and agrees upon an installation time with Customer, Customer must be present with facilities available and fully accessible. If UDT's technician arrives at the location and Customer is not present or facilities are not available or accessible by UDT's technician or Customer otherwise cancels or postpones installation without a 24-hour notice to UDT, UDT reserves the right to assess a "Customer Missed Call" trip charge of one hundred dollars (\$100) per missed site visit.

Customer is responsible for any local area network upgrades necessary to establish and continue service. Customer may have to increase the amount of Internet connectivity purchased to accommodate increasing voice, data and other IP traffic.

Customer's first invoice from UDT may include charges for a partial month of Voice Service. After the initial billing cycle, Customer's invoice will include charges for one month of Voice Service for all requested Voice Services, including any usage charges. Customer should receive a final invoice from its existing local, long distance, and/or data service provider(s) that UDT is replacing. Customer will be responsible for paying any charges resulting from the early termination of a service contract with Customer's existing provider(s), if applicable. Customer may have a refund coming from existing providers, so Customer should open all correspondence received. UDT will handle communication with Customer's existing provider(s) regarding the porting of some or all of your existing telephone numbers to UDT, based on the scope of services UDT is to deliver; however, Customer is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to UDT. UDT can provide sample disconnect language, upon request.

UDT Voice Services are capable of being deployed across various vendor specific LAN switching infrastructure. UDT offers consulting hours to assist with any initial configuration of that LAN switching hardware for UDT Voice Services should Customer need assistance. Any such consulting will be in accordance with the terms set forth in the applicable order form. UDT does not offer long-term support for LAN switching infrastructure, and recommends Customer secure long-term support contracts with vendors who are knowledgeable about Customer's particular LAN equipment.

7. 9-1-1 Dialing Feature. Included in the Voice Services provided to Customer by UDT is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Customer acknowledges that the Customer has certain obligations in connection with the provisioning of the 9-1-1 Dialing Feature. Customer acknowledges and agrees that it is Customer's responsibility and obligation, prior to initiating any of the Voice Services, to comply with the following:

- i. **Registered Location.** Customer is required to provide to UDT, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location"). UDT relies on your Registered Location to route your 9-1-1 call to the closest emergency responders; and
- ii. **Acknowledgement of 911 service.** Customer is required to sign and acknowledge 911 service included as part of this agreement.

Customer is required to update Registered Location(s) each time you move a device to a different location. Updates can be made via the Administrative/User Portal, directly on your app (where available), or by calling support. Customer may also contact via phone (800-882-9919) or email (UDTNOCsupport@udtonline.com) if Customer needs to update one or more Registered Locations. Your 9-1-1 call may not be routed to the closest emergency response center (PSAP) if UDT does not know your current location. Emergency response centers may not be able to transfer your call to a center in a different region.

Certain events beyond our control may prevent you from reaching emergency services. These include:

- If you have an Internet or power outage.
- c If your broadband, ISP, or IP telephony services are suspended or terminated.
- If you are located in a country other than the one in which your VoIP service is provided. For example, if you have a US line and travel to the UK, you will not be able to reach the UK emergency services number.
- If there is network congestion that may delay or prevent completion of any call to emergency services.

Disclaimer of Liability

Your use, and use by your employees, guests and other third parties of our 9-1-1 Dialing Feature are subject to the limitations described herein. The availability of certain features, such as transmission of your location or a call back number, depends on whether local emergency response centers support those features and other factors outside of UDT's control. UDT relies on qualified third parties to assist us in routing emergency service calls. UDT does not have control over local emergency response centers, emergency calling centers, emergency responders, or other third parties.

To the extent permitted by Tennessee law, UDT disclaims all responsibility for the conduct of emergency response centers and all third parties involved in the provision of emergency response services. To the extent permitted by applicable law, you hereby release, discharge, and hold us harmless from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call.

To the extent permitted by Tennessee law, you agree to indemnify and hold us and any of our third-party provider(s) harmless from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) you or your users' provision of incorrect information, including incorrect addresses, or failure to update your or users' locations consistent with this policy and applicable law; (ii) your failure to properly notify any person who may place calls using the emergency calling services of the emergency calling limitations; (iii) the absence, failure, or outage of emergency service dialing using the Voice Services for any reason; and (iv) the inability of any user to be able to dial emergency services or to access emergency service personnel for any reason.

8. Voice Recording and Music Content.

UDT may provide Customer with the ability to record voice calls placed via the Voice Services. Customer is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. . Customer will indemnify, defend, and hold harmless UDT for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Customer of any voice conversations on the Voice Services.

Customer is responsible for any legal obligations and costs, including without limitation, any royalties, related to music content or similar content they upload for use with the music on hold feature as part of the Voice Services.

9. Protection of Customer Premises Equipment Provided By UDT ("CPE"). The Customer shall be solely responsible and liable for any and all damage caused to CPE provided by UDT, including, without limitation, any damage due to misuse, vandalism, and power surges, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party, the Customer shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Customer location. Customer will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to UDT and will at no time, move, adjust, alter or otherwise operate the CPE without prior consent of UDT. Customer will not attach any equipment to any CPE without express consent of UDT or utilize the CPE in anyway inconsistent with the service purchased from UDT.


10. Applicable Law. Customer may not use the Voice Services in violation of any applicable law or regulation applicable to the Voice Services. These services are intended for regular business use between individuals and not for high-volume commercial call center calling. The Voice Services may not be used to perform auto-dialing or predictive dialing, or to forward your phone number to other phone numbers that handle multiple simultaneous calls. These Voice Terms and any Voice Service Orders are subject to Tennessee law. In the event a governmental agency determines these Voice Terms or a Voice Service Order or any portion hereof violates any law, rule or regulation, UDT shall have the option of terminating the Voice Service Order without further obligation or revising these Voice Terms or a Voice Service Order to comply with such law, rule or regulation. If any portion of these Voice Terms or a Voice Service Order is determined to be invalid or unenforceable, the remainder of these Voice Terms and the Voice Service Order shall remain in full force and effect.

11. Changes in Laws and Government Regulations. These Voice Terms are based on the laws and government regulations in effect at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes or service changes that will automatically become a part of this Agreement.

12. Customer Proprietary Network Information ("CPNI"). CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

13. Entire Agreement. The MSA, these Voice Terms, and any Voice Service Orders, and their Attachments, including any incorporated terms and rates, constitute the entire agreement of UDT and Customer for the provision of Voice Services and shall be a binding contract between them. These Voice Terms hereby incorporate the LOA, terms of service and policies, including Acceptable Use and Privacy policies, listed on UDT's website at www.udtonline.com (collectively referred to as the "Voice Terms of Voice Service"). The Voice Terms of Voice Service, as such documents may be updated from time to time, are an integral part of UDT's agreement with Customer. These Voice Terms supersede all prior discussions and agreements,

whether oral or written, regarding the subject matter herein. By signing below, the signer certifies that he or she is at least 18 years of age and authorized to execute these Voice Terms on behalf of Customer for the Voice Services requested.

Kingsport City School District	United Data Technologies, Inc. d/b/a UDT (on behalf of itself and its affiliates)
	 <small>Jesus Pena, 2025 12 29 22 UDT</small>
Signature of Authorized Customer Representative	Signature of UDT Authorized Representative
	Jesus Pena
Printed Name of Authorized Customer Representative	Printed Name of UDT Authorized Representative
	Sep 10, 2025
Signature Date	Date Accepted by UDT/Signature Date

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Background Check Requirement

Mandatory background checks are required to execute this agreement. Vendor will fully comply and require its contractors and agents to fully comply with the requirements contained in T.C.A. §49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a childcare center or have access to the grounds of a school when children are present. Vendor will have mandatory background checks as set out in the statute, and Vendor has a duty to require such individuals to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with the children or to enter school grounds. Vendor agrees that no employer, or employee of the employer, including contractors of Vendor to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offenses listed in T.C.A. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i.) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202; or
- (ii.) Any offense in title 39, chapter 13 (offenses against persons); or
- (iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson); or
- (iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary); or
- (v.) T.C.A. §§ 39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment); or
- (vi.) T.C.A. § 39-17-417 (controlled substances offenses) or
- (vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Prior to any employer or employee providing service to the school pursuant to this Agreement Vendor shall certify in writing to Kingsport City Schools that all employees of Vendor or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification(s) under T.C.A. § 49-5-413(d).

Fernando Fernandez

Fernando Fernandez (Sep 12, 2025 12:07:58 EDT)

Signature of Authorized Representative

Sep 12, 2025

Date