

GLOBAL SIP TRUNKING US PRODUCT ANNEX

The following terms and conditions in this Global SIP Trunking US Product Annex ("Annex"), together with the applicable service agreement ("Agreement"), govern Sprint's provision and Customer's use of Global SIP Trunking. "Service" as used in this Annex means Global SIP Trunking. Capitalized terms not otherwise defined in this Annex have the meaning defined in the Agreement.

1. GLOBAL SIP TRUNKING. This fixed Service provides Customer with the ability to aggregate its inbound and outbound voice traffic over a Sprint network. This is accomplished by providing Customer with virtual VoIP trunks that carry local and long-distance traffic to multiple destinations ("**SIP Trunks**"). The Service offers local calling over IP within the contiguous 48 states, Alaska, Hawaii and Puerto Rico with long distance service within domestic U.S. The Service also offers international outbound termination. Additional usage charges will apply for international outbound termination. The following "Special Services" are included: 211, 311, 411, 511, 611, 711, 811, 9-1-1. Premium Service NPA's 900 and 976 are not included in the service.

1.1. SIP Trunking Toll Free. SIP Trunking Toll Free Service ("**SIP Trunking Toll Free**") is integrated with Global SIP Trunking and allows toll free termination over SIP Trunks. However, Customer can purchase SIP Trunks that will only be used to carry toll free usage so long as Customer purchases a SIP Toll Free Trunk and a local telephone number for each location at which Customer purchases SIP Trunking Toll Free. SIP Trunking Toll Free includes multiple routing capabilities. SIP Trunking Toll Free will route and deliver inbound toll free calls via a Sprint network. As a result, many Customer-requested SIP Trunking Toll Free features are inherent within Customer's Sprint network and equipment. SIP Trunking Toll Free is available wherever Global SIP Trunking is available.

1.2. Caller ID. The Service is able to support non-emergency outbound calls that allow Customer-specified calling party identification ("**Caller ID**") to be displayed to the party receiving the call. Sprint will associate a specific Customer telephone number to Customer-specified Caller ID calls and that telephone number will appear on Customer's invoice to help ensure proper billing. If Customer-specified Caller ID is a non-Sprint number or a Toll Free number, calls will bill at the long distance rate. If Customer experiences Caller ID issues that Sprint has identified and confirmed as relating to this functionality, Customer may contact Sprint to update the screening selection on all Customer calls, which Customer acknowledges may limit its Caller ID capabilities. Customer is responsible for configuring all of its equipment to support this Caller ID functionality. Customer releases Sprint from any and all liability in connection with the Caller ID functionality and Customer agrees to defend and indemnify Sprint from and against all claims associated with Caller ID functionality.

1.3. Caller ID Name (CNAM). CNAM is used to display the calling party's name and phone number to help users easily identify a caller and is an unregulated service. The accuracy and speed of CNAM display updates is dependent on the far end carrier and may also be dependent upon the call receiver subscribing to CNAM service. CNAM service is provided on a commercially reasonable efforts basis. Additional per call charges may apply for this service.

2. SIP TRUNKING OVER THE INTERNET.

2.1. General Description. SIP Trunking Over the Internet is a methodology that allows Customer to connect to Sprint SIP services over the Internet without encryption. This methodology has both signaling and media over the Internet without protection.

2.2. Customer Acknowledgment. Customer acknowledges and agrees that 1) SIP Trunking Over the Internet is an unsecure business VoIP offering and 2) Customer is fully responsible for securing its VoIP channel.

2.3. No Warranties. SIP TRUNKING OVER THE INTERNET IS PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES AND SOFTWARE.

2.4. Damages Limitation. Sprint's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement relating to SIP Trunking Over the Internet is limited to proven direct damages, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for SIP Trunking Over the Internet purchased in the one month prior to the event giving rise to the claim.

2.5. Damages Waiver. SPRINT IS NOT LIABLE FOR ANY LOST PROFITS (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORSEEABLE OR NOT.

2.6. Customer Indemnification. Customer will defend and indemnify Sprint, its directors, officers, employees, agents and their successors and assigns against all claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, brought against Sprint by a third party arising from or relating to Customer's use of SIP Trunking Over the Internet.

2.7. No Service Level Agreements. Sprint does not offer any Service Level Agreements associated with SIP Trunking Over the Internet. If Customer does not select Sprint Dedicated Internet Access ("**DIA**") as the transport method, all Sprint SIP services will be on a best efforts basis.

2.8. Customer Representations and Warranties. Customer represents and warrants to Sprint that the person signing the Agreement is an authorized representative of Customer and signing of the Agreement is acknowledgement of risks of deploying SIP Trunking over the Internet.

3. **TERM.** The initial pricing term for the Service is stated in the Agreement. The pricing term is preceded by a Pre-Implementation Period (defined in section 3.1 below) and an Implementation Period (defined in section 3.2 below). The Pre-Implementation Period will begin on the date Customer places an Order for the Service. The Implementation Period will begin immediately after the Pre-Implementation Period ends. The Order Term will begin after the Implementation Period ends.

3.1. **Pre-Implementation Period.** For approximately the first 60 days from the date Customer places an Order for the Service which includes Sprint-provided Global MPLS or DIA transport, Customer and Sprint will work together to create a plan for implementing the Service (“**Pre-Implementation Period**”). The parties will create a statement of work, which will include (a) an implementation plan, and (b) a technical network design plan (“**Customer Statement of Work**”). The Pre-Implementation Period will end on the day the last party signs the Customer Statement of Work.

3.2. **Implementation Period.** After the Pre-Implementation Period, Sprint and Customer will begin implementing the Service (“**Implementation Period**”). For the Implementation Period, Customer must have enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic. Customer will cooperate in good faith with Sprint to fulfill all implementation requirements necessary to deploy the full-scale Service within 90 days of the date Customer signed the Customer Statement of Work. Implementation will be based on the Customer Statement of Work developed in the Pre-Implementation Period.

4. SPRINT RESPONSIBILITIES.

4.1. **Pre-Implementation Period.** Sprint will:

- A. Provide project management, including coordinating with Customer on fulfillment of Customer’s responsibilities, as set forth below and—with Customer’s prior written approval—create and manage the Customer Statement of Work and all project plans.
- B. Pre-qualify Customer telephone numbers and locations for verification that the Service is available at the locations.
- C. Provide Customer a technical network design, which will be part of the Customer Statement of Work. Sprint and Customer will agree to the Customer Statement of Work before Sprint begins implementing the Service.

4.2. **Implementation Period.** Sprint will:

- A. Use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers and toll-free telephone numbers. Sprint cannot guarantee local number portability in all locations due to geographic limitations on the availability of the Service. Sprint will use commercially reasonable efforts to comply with Customer requests to port Customer’s existing non-Sprint and Sprint toll free numbers to SIP Trunking Toll Free. Sprint will promptly notify Customer if Sprint cannot port all of the requested numbers. If a number cannot be ported, Customer may terminate the impacted site without early Order Term termination liability.
- B. At Customer’s expense, install Sprint Global MPLS or DIA to the demarcation point for each site where Customer has ordered the Service if customer orders Sprint provided access.
- C. Provide test criteria agreed upon by Sprint and Customer for the Implementation Period and perform testing for final Customer acceptance of the Service.

4.3. **Service Assurance.** Sprint will:

- A. Provide a 24/7/365 Tier 2 Help Desk (via a toll-free number) to support the Service. Sprint’s help desk will answer calls from Customer’s telecom manager/designee and address issues within Sprint and its suppliers as needed to resolve the Service-related network specific issues.
- B. Maintain quality of service by performing preventative maintenance and software updates to Sprint’s network.
- C. Perform scheduled network maintenance for functions such as hardware and software upgrades and network optimization at times that are anticipated to minimize disruption of Customer’s Service. Sprint will use commercially reasonable efforts to provide advance notice of all scheduled maintenance.
- D. Perform Demand Maintenance at its discretion. As used in this Annex, “**Demand Maintenance**” means maintenance that is required due to unanticipated events or when Service elements are in jeopardy. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- E. Work with Customer to resolve Service-related network issues. If Sprint’s resolution of network issues does not resolve Customer’s Service issues, and all known Sprint

network issues are cleared, Sprint will notify Customer that Customer must resolve any remaining non-Sprint issues to restore the Service. Sprint may assist Customer in resolving non-Sprint related issues on a time and materials cost basis per the Customer Trouble Assistance Charges section of the Agreement.

5. CUSTOMER RESPONSIBILITIES.

5.1. Pre-Implementation Period. Customer will:

- A. Support G.711 codec as a primary or as a secondary codec to G.729a.
- B. Supply Sprint with a complete, accurate list of Customer's telephone numbers and complete address for each site. Sprint will use this list for pre-qualification of the Service. If any site is not within the Service territory or 9-1-1 Service is not available, then that site will not be eligible for the Service.
- C. Supply Sprint with a complete, accurate list of Sprint and non-Sprint toll free numbers that need to be moved or ported and the complete address where each toll-free number will terminate.
- D. Block calls outside the scope of the Service through Customer's IP PBX.
- E. Identify a single person to be the point of contact who will be the primary interface to the Sprint Program Manager.
- F. Participate in the development and design of the Customer Statement of Work.
- G. Provide Sprint approved IP PBXs and certified SIP interface gateways where required for ordering the Service. The requirements for Sprint approved IP PBXs can be obtained from Customer's Sprint account team and will be contained within the Customer Statement of Work. If Customer requires use of IP PBXs or SIP interface gateways that Sprint has not approved or certified, then prior to the commencement of the Implementation Period, Customer must receive Sprint's written approval to use such IP PBXs or SIP interface gateways with the Service. If Sprint approves the use of non-certified equipment with the Service, Customer must (i) perform its own testing to ensure that the equipment will work with the Service (including prior to implementation and after any maintenance or upgrades), (ii) provide Sprint with configurations prior to any use of the Service with the non-certified equipment, and (iii) agree to technical dependencies within the Customer Statement of Work. Sprint does not guarantee interoperability of non-standard, non-certified equipment during Customer's use of the Service. Customer accepts all responsibility for support and interoperability with the Service. If Customer does not satisfy the requirements in this subsection, then Sprint can terminate the Service.
- H. Provide Sprint with a single physical location, to the device level of detail, ("**Registered Location**"), consisting of a valid United States Postal Service, Master Street Address Guide address, and any additional premise information required by applicable 9-1-1 or E9-1-1 laws or governmental regulations (e.g., floor number, office number, etc.), for each Customer device connected to the Service. Customer must update the Registered Location with Sprint as soon as possible when Customer changes the physical location of a Customer device by sending an email to Customer's Sprint account team and to the distribution list provided by Sprint.
- I. Provide Sprint with a completed Letter of Agency and Letter of Authorization (if applicable).

5.2. Implementation Period. Customer will:

- A. If Customer has one or more Affiliates, Customer must establish a master account for each Affiliate when establishing Sprint SIP Trunking services. Sprint SIP Trunking has unique taxation rules that allow the trunk charges to be allocated across the H1 (Master Account) and taxed at each user site based on the number of TNs.
- B. Place an Order for the minimum number of SIP Trunks set forth in the Agreement.
- C. Implement each site with a minimum of one new or ported telephone number.
- D. Be responsible for providing and maintaining Customer's IP PBXs and SIP interface gateways needed for the Service. The demarcation points between Sprint's and Customer's networks will be specified in the Customer Statement of Work.
- E. Participate in testing of the Service during the Implementation Period. Customer and Sprint will sign an implementation certificate of Customer acceptance after final testing

of the Service. If Customer elects not to participate in testing, the Service will be deemed accepted 5 days after installation.

- F. Enable “class of service” options on a Sprint network to help ensure voice quality.
- G. Instruct Customer’s employees on the limitations of E9-1-1 services when using the Service.

5.3. Service Assurance. Customer will:

- A. Be responsible for providing all maintenance, management and monitoring on Customer-owned equipment during the Order Term.
- B. Provide initial triage and fault isolation within Customer’s IP PBX and WAN infrastructure prior to contacting Sprint’s designated Tier 2 Help Desk. Customer’s Tier 1 Help Desk will be responsible for communicating all service-affecting outages to Sprint’s Tier 2 Help Desk.

5.4. Fraud. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to Sprint Products and Services via Customer’s facilities. Customer is financially and otherwise responsible for unauthorized third party access to or use of Sprint Products and Services via customer equipment or network.

6. CHANGE MANAGEMENT.

6.1. Changes to Customer Statement of Work. All changes to the Customer Statement of Work must be pre-approved in writing by both parties. Customer-requested changes to an agreed upon implementation schedule will result in additional charges to Customer, and Sprint will notify Customer of any additional charges that will result from a requested change. Upon receipt of such notice, Customer may withdraw the change request and accept the original agreed upon Customer Statement of Work or proceed with the revised implementation schedule, and Sprint will bill the Customer for the additional charges.

6.2. Changes to Service. Requests for Service changes, configuration changes, Order cancellations or Service expedite must be in writing and must be coordinated with Customer’s Sprint account team. The charges associated with these changes are set forth in the Agreement and defined in the Basic, Complex and Special Service Changes table below.

6.3. Service Moves. Requests for Service moves must be in writing and will be implemented as a coordinated disconnect and install between the old and new locations. All charges associated with installation of the Service at the new location will apply. However, the original Order Term that was in effect for the moved location will remain in effect and will not be extended due to the move. The charges associated with these moves are set forth in the Agreement and defined in the Basic, Complex and Special Service Changes table below.

6.4. Disconnection. Customer’s requests to disconnect SIP Trunks must be in writing (“**Disconnect Request**”). Sprint will use commercially reasonable efforts to complete Disconnect Requests within 60 days of receiving Customer’s complete Disconnect Request. The charges associated with these moves are set forth in the Agreement and defined in the Basic, Complex and Special Service Changes table below.

6.5. Standard Business Hours are 8 a.m. to 6 p.m. Central Monday through Friday. Non-Standard Business Hours include nationally recognized holidays and weekends.

6.6. Basic, Complex and Special Service Definitions.

Basic	Complex	Special Service Changes
<ul style="list-style-type: none"> a. Customer change of address (Trunks) b. Customer change of address (TNs) c. Change of Caller ID Name d. Change in Business Name e. Change of Directory Listing f. E9-1-1 Option Change g. Disconnect TNs from site h. Disconnect Trunk Group i. TN Delete j. TN Add/Move k. Order Service Expedite 	<ul style="list-style-type: none"> a. Trunk Group b. Hot Cut of customer SBC/IP PBX c. Add trunk groups d. Toll Free number change – Carrier identification code (CIC); date; area of service; dialed number identification (DNIS); carrier allocation or allocation percentage; Sprint responsible organization; and other changes and disconnects that are associated with Customer’s toll-free telephone numbers. Per 	<ul style="list-style-type: none"> a. Technical Consulting (e.g. provide consultation for deployment of service) b. Additional Testing – Testing beyond the initial failover testing c. Block Malicious or Fraudulent Calling d. Anything that is not defined as a Basic or Complex move, change or disconnect

Basic	Complex	Special Service Changes
<ul style="list-style-type: none"> l. Cancel of an Expedite m. Cancel of the service before Turn-up n. LNP Snapback o. LNP Cancel within 48 HRS of Port - per TN p. LNP Cancel before 48 HRS of Port - per TN q. Customer Trouble Assistance - Turn-up r. Trunk Group Name Change s. Call Admission Control Change t. Elasticity Change or Disconnect u. Decrease in the customer's number of trunks within an existing trunk group. v. Total service disconnect 	<ul style="list-style-type: none"> location requests can be for single or multiple toll-free telephone numbers. e. Toll Free Number Disconnect f. Customer PBX Type change g. Transport Attribute Change (TCP/UDP/TLS) h. Enable/Disable E.164 Support i. Signaling Marking to Customer (CoS) j. Media Marking to Customer (CoS) k. Add, Change or Delete Signaling Manipulation Rules l. Transport Type Change on a Trunk Group (e.g. MPLS to Internet) 	

6.7. Changes to Sprint Network. All Sprint-initiated modifications, additions, and maintenance to the Service within Sprint's network will be made at Sprint's cost and expense, unless otherwise stated in the Agreement. Sprint will use commercially reasonable efforts to notify Customer if Sprint knows that a modification, addition, or maintenance within Sprint's network will impact Customer's use of the Service.

6.8. Partial Ports. Customer agrees that it is fully responsible for any discontinuation of Service on telephone numbers that are not ported to the Service in connection with a partial port. Customer releases Sprint from any and all liability in connection with a partial port, and Customer agrees to defend and indemnify Sprint from and against all claims associated with a partial port.

7. SERVICE CHARGES. Sprint charges for the Service in two different methods. The applicable method is stated in the Agreement. Regardless of the method used, SIP Trunking Toll Free has separate per minute rates for Domestic toll free calls, within the 48 contiguous states and rates for toll-free calls originating in Alaska, Hawaii, the U.S. Territories of America Samoa, Guam, Puerto Rico, U.S. Virgin Islands, Northern Marianas Islands and Canada as well as an MRC for each Toll Free Number. These charges are set out in the Agreement. Sprint calculates the charges for the Service as follows:

7.1. On-Net and Off-Net Calling

A. On-Net. Calls placed between Customer's sites participating in the Service that are not routed to the Public Switched Telephone Network are considered on-net calls ("**On-Net Calls**"). On-Net Calls are included at no charge and do not accrue minutes against the allotment of U.S. long-distance minutes of use per SIP Trunk, if applicable. Customer must ensure that enough Sprint network connectivity exists to ensure all calls (On-Net and Off-Net) can be carried appropriately.

B. Off-Net. Off-Net Calls are those placed between Customer's sites participating in the Service and the Public Switched Telephone Network ("**Off-Net Calls**"). Off-net calls are charged on a per minute basis. Off-Net Calls include all inbound (non-toll free) and outbound local, toll-free and long-distance calls.

(1) If Sprint determines, in its sole discretion, that Customer's traffic patterns or network configurations are generating excess third party costs to Sprint, or are otherwise non-compliant with the Agreement, Sprint reserves the right to invoice Customer to cover all such costs. In addition, Sprint reserves the right, where permitted by law, to suspend delivery of the Service, or those aspects of the Service that are non-compliant, effectively immediately.

7.2. Option 1—Simple Trunks

A. Simple Trunk Charges. SIP Simple Trunk charges cover all on-net, local off-net outbound and all off-net inbound (non-toll free) voice minutes. SIP Simple Trunks include an allotment of U.S. long-distance minutes of use per SIP Simple Trunk. Sprint

will charge Customer an MRC for each SIP Trunk, an NRC to setup a Trunk Group and a site establishment fee based on number of telephone numbers ordered or ported. Each SIP Trunk is used for carrying Customer's daily traffic or for seasonal and backup capabilities.

- (1) Allotment of eligible long-distance minutes included with a Simple Trunk will be aggregated across a Simple Trunk group.
- (2) Long-distance minutes that exceed the minutes included with each SIP Simple Trunk, will incur the SIP Simple Trunk overage charge stated in the Agreement.

Option 2— Metered Trunks.

- B.** Sprint will charge Customer an MRC for each SIP Trunk, an NRC to setup a Trunk Group and a site establishment fee based on number of telephone numbers ordered or ported.
- (1) Global SIP Trunking Metered Trunk charges cover all on-net voice minutes. Global SIP Trunking Metered Trunks do not include any off-net voice minutes.
 - (2) All off-net outbound voice minutes will be billed at a per minute of use rate.
 - (3) Local Add-on charge per trunk Global SIP Trunking Metered Trunk covers all off-net local outbound and off-net inbound (non-toll free) voice minutes traffic.

7.3 Telephone Number Charges. Customer must either port or order new telephone numbers. Sprint will charge Customer an MRC for each telephone number ordered or ported, as set forth in the Agreement. If Customer requires additional telephone numbers to keep in inventory for future use, Customer can order additional new telephone numbers, and Sprint will charge for the additional numbers as set forth in the Agreement. For SIP Trunking Toll Free only service, a single telephone number is required for each location at which SIP Trunking Toll Free is provided for tax purposes.

7.4 Termination and Termination Charges.

- C. Sprint Termination.** In addition to the parties' other termination rights in the Agreement, Sprint may terminate the Service, in whole or in part, with 60 days' prior written notice if Sprint is unable to secure third-party support for the Service.
- D. Regulatory and Legal Changes.** If any change in applicable law, regulation, rule or order materially affects delivery of the Service, the parties will negotiate appropriate changes to the Agreement. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (i) Sprint may pass any increased costs relating to delivery of the Service through to Customer, and (ii) if Sprint does so, Customer may terminate the Service without early Order Term termination liability by delivering written notice to Sprint within 30 days of receiving written notice that Sprint is passing along the increased costs.

8. SERVICE LIMITATIONS

- 8.1. Automated Telephone Dialing Systems ("ATDS").** Predictive dial/Managed Messaging and applications with sub one-minute call duration will not be supported with respect to the Service. Customer must not use an ATDS with the Service. Customer must be compliant with the Telephone Consumer Protection Act ("TCPA") restricting use of ATDS to call wireless devices. Sprint is not responsible for any interruption or disruption of ATDS connected to the Service by Customer. Customer will defend and indemnify Sprint, its affiliates, and their directors, officers, employees, agents and successors against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising from Customer's failure to comply with this section.
- 8.2. Local Number Portability.** Sprint will use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations.
- 8.3. Fax & Modem Systems.** The Service is tested to work with a certified vendor's PBX fax capabilities with limitations as recommended by the manufacturer or certification guides. Sprint does not guarantee that all fax and modem manufacturers' systems will work with the Service, and the Service can only support routing on a commercially reasonable effort basis.

9. SIP TRUNKING 9-1-1 LIMITATION OF LIABILITY. Sprint is not liable for any SIP Trunking outage or other inability of devices to dial 9-1-1, or any other emergency telephone number, or to access an emergency service operator.

- 9.1. Metered Trunks without the Local Add-on Service.** Customer will use the SIP Metered Trunks without the Local Add-on Service only for long distance and toll-free service and not for the call origination or termination of local or 9-1-1 calls. All local and 9-1-1 calls must be routed through Customer's local exchange carrier. Customer must provide Sprint with at least 30 days advance written notice of its intent to use the SIP Trunking Service for call origination or termination of local or 9-1-1 calls. Customer's use of the SIP Trunking Service for the call origination or termination of local or 9-1-1 calls is contingent upon Customer's prior compliance with SIP Trunking 9-1-1 Limitations, including without limitation the End User notification of 9-1-1 limitations and Warning Labels.
- 9.2. Toll-Free Only Service.** Customer will use the SIP Toll Free Service only for toll free service and not for the call origination or termination of local or 9-1-1 calls. All local and 9-1-1 calls must be routed through Customer's local exchange

carrier. Customer must provide Sprint with at least 30 days advance written notice of its intent to use the SIP Trunking Service for call origination or termination of local or 9-1-1 calls. Customer's use of the SIP Trunking Service for the call origination or termination of local or 9-1-1 calls is contingent upon Customer's prior compliance with SIP Trunking 9-1-1 Limitations, including without limitation the End User notification of 9-1-1 limitations and Warning Labels.

10. SIP TRUNKING 9-1-1 INDEMNIFICATION. Customer will defend and indemnify Sprint, its officers, directors, employees, Affiliates, agents, and vendors affiliated with SIP Trunking, from and against all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of Customer or any third party or user of SIP Trunking relating to the failure or outage of call functionality, including without limitation those related to 9-1-1 dialing.