

VIRTUAL CPE ADDENDUM TO MASTER SERVICE AGREEMENT

TPx hereby agrees to amend the SLA to include the following.

1. Based on the request of the Customer for the ability to provide their own Customer Premises Equipment (CPE), Integrated Access Device (IAD), Virtual CPE (vCPE) or Cloud CPE collectively known as CPE, and is installed, managed and owned by Customer, TPx hereby agrees to provide SmartVoice and the Session Initiation Protocol (SIP) Guidelines for message formatting and specific content for TPx SmartVoice services that are terminated to the CPE.
2. Customer affirms that it has the expertise itself or through a third party vendor to provide, manage, provision and monitor their CPE.
3. Customer assumes all management, programming, repair and security responsibility and risks for the CPE and affirms risks such as:
 - a. CPE using local authentication could potentially be vulnerable to unauthorized access if password best practices are not followed.
 - b. Lack of remote authentication, authorization, and accounting (AAA) limits the amount of log data available to TPx for forensics investigations in the event of unauthorized access.
 - c. CPE access control lists (ACLs) could potentially be modified to allow access from unauthorized networks.
 - d. CPE configurations could potentially be modified by unauthorized parties to enable voice services fraud.
 - e. CPE configurations could potentially be modified by unauthorized parties to enable the participation in denial of service attacks.
 - f. CPE configurations could potentially be modified to negatively affect service continuity.
4. Customer is solely responsible for the management, programming, configuration and any restoration of the original configuration based on Guidelines provided by TPx at initial or post installation. Upon the execution of this Addendum, Customer assumes all liability for any programming of the CPE performed by Customer. Further, Customer waives all claims that TPx is responsible for any programming or software changes they have implemented beyond our originally or updated Guidelines provided to Customer. TPx, at its sole option, may charge Customer reasonable time and materials to troubleshoot and assist Customer in maintaining and programming of their CPE due to their actions or those of a third party.
5. TPx may from time to time perform upgrades or changes to SmartVoice services and configurations that may impact the Customer's ability to use SmartVoice services. TPx is not able to determine in advance any impact to the Customer as a result of the Customer's management and configuration of the CPE.
6. Customer agrees that the Guidelines are TPx proprietary information and will take proper security measures to insure the confidentiality of this information and will not disclose this information to a third party without written authorization by TPx. Customer will notify TPx immediately of any breach of security in regard to this information.
7. Upon the execution of this Addendum, TPx shall provide Customer with the Guidelines necessary for Customer to implement the programming of the CPE for TPx SmartVoice services. Thereafter, Customer waives and releases any and all claims against TPx for service continuity and reliability related to the use of the CPE.
8. Customer acknowledges that substantial security and fraud risk is inherent in SmartVoice services and that Customer's management of the CPE exposes Customer and TPx to potential security and fraud breaches. Customer assumes responsibility for securing the CPE and any fraudulent calls that occur as a result of a breach. TPx has the right to block Customer's outbound long distance traffic if TPx suspects fraud has occurred. TPx shall remove the block only if Customer agrees in writing to be liable for any fraud calls that may result after removal of the block.
9. Customer shall retain all log and record data so that any security or fraud breach can be available for forensics investigation by TPx.
10. Customer acknowledges that any breach of the CPE exposes Customer to disclosure of Customer Proprietary Network Information (CPNI) and Customer assumes sole responsibility for this disclosure.

11. Customer acknowledges that it has read and will adhere to TPx's Fraud Guidelines provided at <https://www.tpx.com/legal/>.
12. Customer acknowledges that the current Guidelines for the CPE provided by the Customer is appropriate for the delivery of SmartVoice Service and any changes by Customer could disrupt or result in the non-availability or improper operation of SmartVoice to Customer.
13. Customer acknowledges that TPx has a right to disconnect services if necessary to protect its network from security breaches.
14. Customer acknowledges that TPx will not have CPE configuration backups and recommends that the Customer has such backups.
15. **TPX DOES NOT SUPPORT ACCESS TO EMERGENCY SERVICES OUTSIDE THE UNITED STATES. CUSTOMER MUST PROVIDE ALTERNATIVE MEANS FOR CONTACTING EMERGENCY SERVICES FOR ANY USERS LOCATED OUTSIDE THE UNITED STATES.**
16. All of the other provisions of the Agreement shall remain in full force and effect.