

Emergency Services Terms and Conditions

Customer's use of Nex-Tech Phone Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of Nex-Tech's Service Agreement.

1. **Acceptance of terms and conditions and responsibility for the Service.** Customer acknowledges that Customer is accepting these terms and conditions on behalf of all persons who use the Service on Customer's account and that Customer shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable Nex-Tech policies. Customer acknowledges that Customer shall be responsible for any transactions made through the Service.

2. **Kari's Law.** In August 2019, the Federal Communications Commission ("FCC") adopted rules implementing Kari's Law, requiring direct 911 dialing and notification capabilities in multi-line telephone systems ("MLTS"). Such requirements took effect on February 16, 2020, and only 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.
 - a. Customer acknowledges and agrees that, where applicable, Nex-Tech has provisioned MLTS in compliance with Kari's Law, including MLTS capable of allowing a user to directly initiate a call to 911 from any station equipped with dialing facilities, without dialing any additional digit, code, prefix or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix or post-fix for the other calls.
 - b. Where Nex-Tech is engaged in the business of installing, managing or operating the MLTS, Nex-Tech will configure the MLTS to provide MLTS Notification, as prescribed in Kari's Law, to a central location at the facility where the system is installed or to another person or organization regardless of location in compliance with Kari's Law. Customer acknowledges it is responsible for providing Nex-Tech with its preferred method of MLTS Notification and sufficient contact information for at least two (2) contacts where MLTS Notification may be sent ("MLTS Emergency Contacts") and keeping such information updated at all times. Customer agrees to notify its Nex-Tech customer service representative, in writing to the address of record, of any changes or updates made to its MLTS Notification.
 - c. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEX-TECH 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 NEX-TECH WILL NOT BE

RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF CUSTOMER DECLINING TO USE THE SERVICES OFFERED.

3. **RAY BAUM'S Act.** Section 506 of RAY BAUM'S Act was enacted to ensure that accurate location information is conveyed with 911 calls so that first responders can more quickly locate the caller. These rules apply to the following 911-capable services: fixed telephony, interconnected Voice over Internet Protocol ("VoIP") services, Internet-based Telecommunications Relay Services ("TRS"), mobile text service and MLTS. To ensure the correct routing, handling, delivery or answering of 911 calls made by Customer's end users, Customer acknowledges and agrees it is solely responsible for complying and obtaining from its end users and providing proper and current address information or automatic line identification ("ALI") and/or automatic number identification ("ANI") for every emergency response location ("ERL") in compliance with Section 506 of RAY BAUM'S Act and any other applicable federal or state rules and regulations. Customer also acknowledges and agrees that any address information and/or ANI and/or ALI provided to Nex-Tech will conform to the applicable numbering schemes and regulatory requirements.
 - a. **Private Branch Exchange (PBX).** Customer acknowledges and agrees it is the responsibility of the PBX owner or operator to transmit an Emergency Location Information Number ("ELIN"), that will be used to relay the address and caller data to emergency services, to Nex-Tech for each ERL. Customer also acknowledges and agrees that the number used as the ELIN must be able to be called by the public safety answering point ("PSAP") and reach a live person. Customer also acknowledges and agrees that all address information for each ELIN must be provided to Provider prior to activation of service. Customer acknowledges and agrees that failure to properly map and send an appropriate ELIN during a 911 call, or sending a direct inward dial number ("DID") that is not mapped to an ELIN within the PBX when 911 is called, will result in a "No Record Found" ("NRF") condition and the PBX owner/operator may be billed on their monthly invoice if this occurs. Customer also acknowledges and agrees that Customer, as the owner and/or operator of a multi-station or PBX MLTS connected to Nex-Tech's network, shall design and maintain the PBX MLTS to provide a callback number and ERL.
 - b. **Session Initiation Protocol ("SIP").** For SIP connections, Customer acknowledges and agrees that the P-Asserted-Identity ("PAI") header field must equal the ELIN or "From" number in the SIP invite. Customer acknowledges and understands that Nex-Tech expects to see the ELIN in the "From" number field when SIP Trunk service is being provided.
 - c. **Shared Residential MLTS.** Customer acknowledges and agrees that the operators of shared MLTS serving residential customers shall ensure that the shared MLTS is connected to the public switched telephone network ("PSTN") and that 911 calls from the MLTS result in at least one distinctive ANI and ALI for each residential unit.

- d. **Hotel or Motel MLTS.** Customer acknowledges and agrees that an operator of a hotel and/or motel MLTS is responsible for ensuring 911 calls originating from a hotel or motel MLTS allow the 911 system to clearly identify the address and specific location of the 911 caller, including, but not limited to, room number, hotel location (e.g., pool #1 or laundry room #2) and any information necessary to identify the location of the caller within the hotel or motel.
- e. **Business MLTS.** Customer acknowledges and agrees that an operator of a business MLTS shall be responsible for ensuring that calls to 911 from any telephone on the system result in an ANI and/or ALI for each respective ERL. Providers of MLTS serving multiple employers' business locations shall ensure that calls to 911 from any telephone result in the provision of an ANI and/or ALI for the respective ERL of each business location sharing the system. Customer agrees and acknowledges that only one ERL is required in the following circumstances:
 - i. An employer's workplace is less than 40,000 square feet, located on a single floor and on a single contiguous property;
 - ii. An employer's workplace is less than 7,000 square feet, located on multiple floors and on a single contiguous property; or
 - iii. An employer's workplace is a single public entrance, single floor facility on a single contiguous property.
- f. **Schools.** The operator of a school or education institution's MLTS connected to the PSTN must ensure that calls to 911 from any telephone on the system result in an ANI and/or ALI for each respective ERL.
- g. **Hosted VoIP, Cloud Phone and SIP Trunking Limitations.** Customer acknowledges and agrees that it understands the following limitations related to the provision of accurate location information:
 - i. There may be a reasonable delay in inputting Registered Location information into Nex-Tech's database after initial installation of Hosted VoIP or SIP Trunking service, at which point access to emergency response services may only be available via fixed devices.
 - ii. When Customer or Customer's end user uses a soft phone client on a mobile phone to dial 911, the user will be redirected and forced to dial 911 from the mobile phone's dial pad, leveraging the mobile carrier's network for location services.
 - iii. For Hosted VoIP, including Cloud Phone, the PSAP receiving an end user's 911 call is selected based on the valid street address where the services will be used ("Registered Address") and the Calling Party Number ("CPN") for the Registered Address. The CPN will be delivered with the emergency call and the PSAP will have the Registered Address associated with the CPN. An end user's Registered Address may not sufficiently pinpoint the specific location of the emergency; therefore, end users must be able to tell the PSAP the specific location where emergency services are needed.
- h. **Changes in Service Location, Registered Address Information and/or Other Location Information Provided.** Customer acknowledges and agrees it is solely

responsible for updating Nex-Tech as to any changes in location where services are provided, equipment is located, registered address or any other location information provided. Customer acknowledges it can make changes to location information by contacting Nex-Tech at 877-625-7872.

4. **Customer Notification Regarding Telephone Services Provided Over Internet Protocol.** Calling 911 and accessing emergency response services through Provider's telephone services provided over Internet protocol operates differently than traditional 911 service. The FCC requires Provider to advise customers of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service.

a. Customer acknowledges and agrees that, with regard to telephone services provided over Internet protocol, the voice-enabled device used to provide the telephone services is electrically powered and that, unless Customer ensures it has access to emergency backup power, the telephone services, including the ability to access 911 services, home security and medical monitoring services, may not operate or service may be limited under the following circumstances, including, but not limited to:

- i. **Internet Connection Failure.** If there is no Internet service at the location or the Internet connection is degraded or otherwise disrupted.
- ii. **Power Outage.** There is a power outage at the location where Provider's Service is being used.
- iii. **Network Outage.**
- iv. **Service Relocation and Non-Native Telephone Numbers.** Traditional 911 service automatically sends 911 calls to the appropriate local emergency responder, or PSAP, based on the user's telephone number. Traditional Enhanced 911 ("E911") automatically sends 911 calls to the appropriate PSAP along with the user's address and telephone number. Customer acknowledges and agrees that a user's telephone number does not necessarily correspond with the user's physical location and, therefore, all users must provide Nex-Tech with their Registered Address when the company sets up their Service. Customer acknowledges and agrees the Registered Address is the validated street address where the users will be using Nex-Tech's Service. Nex-Tech will, where possible, automatically transmit a user's Registered Address to the PSAP. Accordingly, Customer acknowledges and agrees that, if a user relocates the equipment (for example, laptop, tablet, mobile device, desktop phone or desktop computer) used to access Nex-Tech's Service, it is the Customer or Customer's end user's responsibility to update the Registered Address Nex-Tech has on file. To update the Registered Address, Customer can contact Nex-Tech at 877-625-7872. Customer acknowledges and agrees that if the Customer or Customer's end user switches locations and fails to update the Registered Address with Nex-Tech, any 911 call the user makes using Nex-Tech's

Service will be routed based on the user's previously provided Registered Address and, therefore, may not be routed to the appropriate PSAP for the user's current location. Customer acknowledges and agrees that once a user notifies Nex-Tech of a change in the Registered Address, there may be a delay in making the new Registered Address available to properly route 911 calls and advise PSAPs of the user's Registered Address. In circumstances when direct routing to PSAPs is not available, it is the Customer's responsibility to be ready to state the nature of the emergency and provide their location information and telephone number when dialing 911.

- v. **Outbound-Only Extensions.** Customer may choose to enable certain extensions for outbound-only calling. Outbound-only extensions will not be assigned a telephone number to receive inbound calls and may not be used to call 911.
 - vi. **Equipment Failure.** If there are any failures with any equipment accompanying Nex-Tech's Service, including Internet connectivity routers, Customer's data equipment, Customer's network, Customer premise switches/routers, phones, handsets, soft phone clients, or other IP enabled devices or cable cuts.
 - vii. **Suspension or Termination of Service.**
 - viii. **Maintenance Work.** If maintenance is being performed on Nex-Tech's Network.
- b. Customer acknowledges and agrees that it is important to place warning labels next to all devices where Nex-Tech's telephone services are provided over Internet protocol, including all hosted and session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to Nex-Tech's service, and any computers having softphone software installed. Customer acknowledges and agrees to post the labels conspicuously near or on each device so that a caller may easily see it. Failure to situate the sticker or warning label near or on each device may result in a caller not knowing that he/she may not be able to reach 911 in the event of an emergency. Customer acknowledges and agrees it is responsible for printing the labels and posting them as described herein. Labels may be found on Nex-Tech's website at: <https://www.nex-tech.com/Business/SolutionsProducts/CloudPhone.aspx>.

5. **Limitation of Liability.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER NEX-TECH, 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 IT IS INDEMNIFYING, AND HOLDING HARMLESS, NEX-TECH, 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, NEX-TECH, 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 WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

Updated 02/24/2021