

911 Terms of Service (“E911-TOS”)

VoIP 9-1-1 emergency service is different than traditional telephone 9-1-1 services. Please read carefully for important details.

IMPORTANT 9-1-1 INFORMATION

We want to make sure that you are aware of important differences in the way 9-1-1 service operates with a VoIP phone when compared with traditional telephone service. Here’s what you need to keep in mind:

Differences between traditional 9-1-1 service and VoIP phone 9-1-1

With traditional phone services, your 9-1-1 call is sent directly to the nearest emergency response centre. With VoIP phone service, your 9-1-1 call is forwarded to a third-party service provider that will automatically or manually route your call to the emergency response centre. *If you are using a VoIP application on your mobile phone to call 9-1-1, the address on file for E911 will likely NOT correspond to your actual location. For this reason we strongly recommend using the built-in phone application on your mobile phone instead to call 9-1-1.*

Remember to provide your location

Because you can move your VoIP phone between locations and because, for technical reasons, the emergency operator may not have your name, location or contact information available, you must immediately inform the emergency operator of your location and contact particulars any time you call 9-1-1. Do not risk sending police or ambulance services to the wrong location.

Be prepared during any service interruption

VoIP phone service depends not only on your continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if your service is disconnected or suspended due to non-payment, you may experience a failure, disruption or delay in your 9-1-1 service. We recommend that you keep an alternative phone service (such as a cellular telephone) handy to increase the reliability of your access to emergency services during any service interruption.

Do not disconnect

Until you are told to do so by an emergency dispatcher, do not disconnect your 9-1-1 call. If you are inadvertently disconnected, call back immediately.

[Insert legal name of your corporate entity here including any d/b/a 's if applicable]

The above organization(s) is/are hereinafter referred to as “User,” “Customer” or “Company” and the undersigned is the authorized representative for the organization(s) listed above.

Outgoing Caller ID Name:

Outgoing Caller ID Number:

Dispatch Address (“Address”): Must be a physical address, not a PO Box

*[**Please check carefully for accuracy and initial all highlighted text. The last page must be signed by a signing authority**]*

Terms of Service (“TOS”):

We, IPFINITY Inc. (“IPFINITY”, “us”, “we”), agree to provide you with 911 emergency calling service (“E911 Service”) on the basis of the following terms and conditions, which you hereby acknowledge and accept. Please read the following carefully:

Until you receive written confirmation from IPFINITY of the activation of your E911 Service, the E911 Service is not active and any calls made to 911 in this period may fail or be subject to a Rogue Call fee.

If E911 Service is not available in your area or if IPFINITY and/or its vendors are not able to provide you with E911 Service, we will inform you as soon as possible.

Because voice-over-Internet is an *inherently nomadic service*, the emergency operator cannot automatically discover your physical address. Therefore, in the event of an E911 call, emergency services may be dispatched to the Dispatch Address that may not be the location from which the call is made.

As the E911 Service relies on many components, such as the User’s Internet access, which are beyond IPFINITY’s control, IPFINITY’s sole obligation in the event of an E911 call is to attempt to deliver the call. The User agrees to maintain at least one alternative emergency calling capability in working order, such as a cellular phone. The User also agrees to periodically test E911 capabilities (the details of such arrangements are left up to the user).

E911 calls are routed to PSAPs (Public Service Access Points) via a third-party E911 service provider based on the Caller ID (CLID) field associated with your phone number. You must not change the CLID information emitted any device without notifying IPFINITY.

Rogue Calls, defined as any inappropriate call to 911, including but not limited to false alarms or calls from uncertified equipment or ANIs or calls made while the E911 service is not activated or is disabled, are chargeable at the rate of \$250 per incident. A Rogue Call charge will be assessed against the User if an E911 call originates from your service *and* IPFINITY is assessed a Rogue Call fee, *regardless of whether an actual emergency occurred.*

IPFINITY will provide you with a means to verify the Dispatch Address. It is your responsibility to verify the Dispatch Address periodically and inform IPFINITY if there is any discrepancy between the Dispatch Address and the address to which emergency services must be dispatched. Until such time as the Dispatch Address is not corrected, E911 service may not operate correctly and all originating 911 calls may be deemed to be Rogue Calls.

E911 Service will terminate, as will all obligations of IPFINITY herein, upon the termination of the User's IPFINITY phone service. E911 Service will be terminated if the User's IPFINITY account is suspended for any reason per IPFINITY's Terms of Service (TOS).

LIMITATIONS to the performance of E911 Service.

9-1-1 service (E911) will not be available if there is a power, equipment, or network failure or any other type of service outage.

9-1-1 service (E911) is not able to automatically determine your location. If you access E911 from a location other than your Dispatch Address, you may not receive emergency assistance.

(I) You understand that occasionally there may be instances where limitations of the PSAPs determine the level of E911/911 services that you receive. For instance, E911/911 PSAP operators may or may not be able to access the ALI Database in order to automatically retrieve information pertaining to a registered DID, such as caller name and address, and so in such instances, the Customer **MUST** be prepared to verbally provide this information to the PSAP or Emergency Operator at the time the call is placed. Should the call be disconnected for any reason, the Customer must immediately call back. Customer understands that for this reason, IPFINITY can make no guarantees about the consistency of the E911/9-1-1 service, with regard to PSAP operators being able to automatically retrieve and view caller information.

(II) INSTANCES WHERE E911 SERVICES MAY NOT BE AVAILABLE: Under some

circumstances that including, but not limited to the following, E911 Service may not be available:

- Electrical power outage;
- Unsuitable broadband internet connection or Malfunction, Failure, and/or Improper Configuration of User's Internet or VoIP device(s) and/or usage of unapproved or unsupported VOIP or IAD device(s), Other technical failures, Deficits or limitations of the PSAP, National Emergency Call Center, Emergency Services Operators or Personnel systems and/or equipment;
- Failure of IPFINITY's infrastructure or that of any other underlying carrier(s).

I HAVE READ AND UNDERSTAND THE 9-1-1/E911 SERVICE LIMITATIONS AND AGREE TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE E911 SERVICE.
SERVICE IS ONLY ACTIVE ONCE CONFIRMED BY IPFINITY.

I have authority to bind the Company:

[Legal Company Name]

[Signature]

[Name of Legal Signatory]

[Title]

[Date]

Once completed and signed, please scan and email to provisioning@ipfinity.com.

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