

TELSTRA 911 SIP CONNECT SERVICE ADDENDUM

Telstra's VoIP 911 Service (the "911 Service") enables the routing of E911 emergency calls from a particular Customer premises where a Service is established ("Customer Premises"), as well as any location other than such Customer Premises, to the appropriate public safety answering point ("PSAP"), designated statewide default answering point, or appropriate local emergency authority as required that serves Customer's or its end user's physical location. In order to use the 911 Service, Customer must comply with the following terms and conditions:

1. Customer agrees that it shall only use the 911 Service for the routing of 9-1-1 calls and for no other purpose and shall take all reasonable steps to ensure that the 911 Service is not used for any other purpose by its end users.
2. Customer (or its end users) is required to provide information identifying the physical location for each Endpoint ("Endpoint Data") by contacting its Telstra Account Manager via email. "Endpoint" means a hardware device or software instance that can make and receive voice calls utilizing VoIP Services. Such Endpoint Data shall be as specific as possible to provide emergency personnel the information they require and shall include the floor number, suite number, and/or wing and other information as applicable. Customer (or its end users) is required to (i) report to Telstra the Endpoint Data for each Endpoint and associate it to the physical location(s) of the relevant Endpoint(s); (ii) update all Endpoint Data reported to Telstra for each physical location and Endpoint related thereto; and (iii) update the Endpoint Data to the extent that a location increases or decreases the number of Endpoints to its telephone line or modifies an existing Endpoint. Customer shall advise its end users of the obligations set forth in this paragraph. The most recent Endpoint Data reported to Telstra that identifies the physical location of an end user is the registered location of the end user ("Registered Location").
3. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY CUSTOMER'S OBLIGATION AND RESPONSIBILITY TO ADVISE EACH END USER THAT CORRECT, ACCURATE AND CURRENT ENDPOINT DATA MUST BE REPORTED TO TELSTRA (BY EITHER CUSTOMER OR END USER) FOR EACH ENDPOINT. NEITHER TELSTRA NOR ITS VENDOR SHALL BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY WHATSOEVER ARISING OUT OF THE FAILURE ON THE PART OF THE CUSTOMER OR ITS END USERS TO PROVIDE ACCURATE ENDPOINT DATA.
4. Customer or its end users entering the Endpoint Data will be notified via the email address on record of any invalid or incomplete Endpoint Data entered by it. In such case, Customer or end users shall re-enter valid or complete Endpoint Data by contacting its Telstra Account Manager via email. In the event that the Customer or end user is unable to enter such valid or completed Endpoint Data, Customer shall open a trouble ticket to correct the problem.
5. Customer acknowledges that neither Telstra nor its vendor shall be liable for any claims arising from any efforts undertaken by Telstra, its vendor or vendor's contracted external call center ("ECC") to correct any failover calls, including, without limitation, in the case where data connectivity between the Endpoint address database and the ECC is interrupted, where the ECC is unable to re-route a failed emergency 9-1-1 call to the appropriate PSAP or where such end user provides the ECC or the PSAP with invalid or incorrect information regarding their location or callback number.
6. Customer must identify, and provide Telstra with a list of, each telephone number for which 911 Service is to be provided. 911 Service is not available for telephone numbers for which customer uses a Private Switch Automatic Location Information ("PS/ALI") vendor.

LIMITED WARRANTIES AND DISCLAIMERS

- (a) EXCEPT AS SET FORTH HEREIN, TELSTRA DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE SERVICES OR THE 911 SERVICE, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TELSTRA MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE SERVICES OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OF MERCHANTABILITY, MERCHANTABILITY OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A CAUSE OF DEALING OR USAGE OF TRADE.
- (b) Customer acknowledges and agrees that the 911 Service may not function correctly, or at all, in the following circumstances:
- (i) if Customer's network fails, is not configured correctly or does not meet the system specifications for use with the 911 Service;
 - (ii) in the event of a network outage or extended power failure that it is outside the control of Telstra;
 - (iii) if Customer or its end user(s) fails to provide and maintain accurate Endpoint Data;
 - (iv) following the suspension or termination of the 911 Service in accordance with the terms and conditions herein;
 - (v) if there is network congestion that is outside the control of Telstra; or
 - (vi) if the emergency dispatcher does not promptly or properly answer or route the call or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP.

Customer acknowledges and agrees that neither Telstra nor its vendor will be liable for any 911 Service outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described in item (b) above or the general characteristics and limitations of emergency dialing. Customer agrees, on behalf of itself and its end user of the SIP Connect Services, to release, defend, indemnify and hold harmless Telstra, and its affiliates, successors, subsidiaries, employees, directors, officers and agents from and against any and all losses, damages, claims, demands, suits, liabilities, fines, penalties, obligations, settlement payments, awards, judgments, deficiencies or other charges, and any and all expenses, including attorney's fees, incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding, including third party claims, whether based in contract, tort or otherwise arising out of, or in connection with (a) Customer's or its end user's use of the SIP Connect Services, including but not limited to, claims related to any 911 Service outage, degradation or error, or inability to, or delay in, accessing emergency service personnel, for the reasons set out in items (a) and (b) above; (b) damage to property and/or personal injuries (including death) arising out of the negligence or willful act or omission of Customer and/or its end user; and (c) any Customer representations herein regarding Customer's traffic and Customer's use of SIP Connect Services.

Customer acknowledges and agrees that for those telephone numbers for which 911 Service is not provided by Telstra, Customer is responsible for ensuring that no calls to a public safety answering point ("PSAP") or other emergency answering point can be made via any Telstra Service from any location other than the particular Customer Premises at which a Service is being provided by Telstra.



TELSTRA 911 SIP CONNECT SERVICE DISCLOSURE

Pursuant to the Federal Communications Commission's ("FCC") rules, Telstra is required, like all Voice Over Internet Protocol ("VoIP") service providers, to inform its customers of any differences between the E911 access capability available with services utilizing Telstra's SIP Connect Services (the "SIP Connect Services") as compared to the E911 access capability available with traditional telephone service. We ask that you carefully read this E911 Disclosure for VoIP 911 Service and understand how these differences affect your ability to access E911 services. If you have any questions or concerns about the information contained in this notice, or if you do not understand anything discussed in this Disclosure, please contact your Telstra Account Manager.

The FCC's E911 VoIP rules also require Telstra to obtain and keep a record on file showing that your company has received and understands this E911 Disclosure. Telstra respectfully requests your assistance in meeting this FCC compliance requirement by executing this VoIP 911 Service Disclosure. Please respond immediately to this Notice. If we do not receive your reply promptly, we may be required by the FCC Order to suspend your service until we do receive your reply.

By signing this Disclosure, you are affirmatively acknowledging that (1) you have read and understand this Telstra 911 SIP Connect Addendum and Disclosure form, (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using SIP Connect Services, and (3) you understand that you must inform users of SIP Connect Services that they may not be able to contact emergency services by dialing 9-1-1 using SIP Connect Services.

1. SIP CONNECT SERVICES' E911 CALLS MAY NOT BE AVAILABLE OR MAY BE LIMITED BY COMPARISON TO TRADITIONAL E911 SERVICE UNDER CERTAIN CIRCUMSTANCES. Such circumstances include, but are not limited to, relocation of the end user's IP compatible customer premises equipment ("CPE"), use by the end user of a non-native telephone number, broadband connection failure, loss of electrical power, and delays that may occur in making a Registered Location available in or through the automatic location information ("ALI") database.

2. SIP CONNECT SERVICES MAY NOT OPERATE DURING A POWER OUTAGE. In the event of a power outage, the Endpoint equipment may lose power causing a loss of voice and data service, including access to E911 services. Please note that Telstra does not provide back-up battery power with its SIP Connect Services. Once power service is restored, you may be required to reset or reconfigure your Endpoint equipment before you will be able to use the SIP Connect Services to contact E911 services. You are responsible for providing an uninterruptible backup power supply if you wish to ensure continued operation of electrical equipment in the event of a power outage.

3. SIP CONNECT SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED OR YOUR SIP CONNECT SERVICES HAVE BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT. Once your broadband connection and SIP Connect Services have been restored, you may be required to reset or reconfigure your Endpoint equipment before you will be able to use your SIP Connect Services to contact E911 services.

4. YOU MUST PROVIDE TELSTRA WITH YOUR CORRECT ENDPOINT DATA OR SIP CONNECT SERVICES' 911 CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU. If your Endpoint Data information is inaccurate, you can make corrections as described in paragraph 2 of the Customer Obligations section above.

5. SIP CONNECT SERVICES' E911 CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU IF YOU DISABLE, DAMAGE OR MOVE THE ENDPOINT PREMISES EQUIPMENT TO A LOCATION OTHER THAN THE ADDRESS ASSOCIATED WITH THE REGISTERED



LOCATION DESCRIBED ABOVE. If you wish to move an Endpoint to a new physical location you can make corrections as described in paragraph 2 of the Customer Obligations section above.

6. SIP CONNECT SERVICES' E911 CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.

Due to network congestion or problems, calls to E911 services made using SIP Connect Services may be dropped, in which case you will not be connected to emergency services, or your E911 calls may take longer to connect than E911 calls made using traditional telephone service.

IN ADDITION, TELSTRA RECOMMENDS THAT YOU MAINTAIN AN ALTERNATE MEANS OF CONTACTING E911 SERVICES AND YOU INFORM YOUR SIP CONNECT SERVICES USERS OF THESE ALTERNATE MEANS. You will receive a set of stickers explaining when E911 service may not be available. Please place the stickers on or near the equipment you use to access your SIP Connect Services to alert users of alternate means of contacting E911 in the event of an emergency. If you need additional stickers, please contact your Telstra Account Manager.

By signing this document, I acknowledge the following:

- I have received and understood the advisories and obligations set forth in this E911 Disclosure for SIP Connect Service, and I acknowledge that I may not be able to contact emergency services by dialing 911 using the SIP Connect Services.
- I understand and acknowledge that I must have alternate means of contacting 911 emergency services.
- I understand and acknowledge that I must notify employees or other third parties using the SIP Connect Services that they cannot reach 911 emergency services using SIP Connect Services and they must use alternate means to contact 911 emergency services.
- I have received a warning sticker explaining that 911 service may not be available, and I have placed the sticker on or near the equipment I use to access SIP Connect Services.
- I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

By signing this form, I represent that I agree to and understand the terms and conditions of this Disclosure. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

CUSTOMER: _____

By:

Printed Name:

Title:

Date: