

**CAROUSEL INDUSTRIES OF NORTH AMERICA, LLC AND NWN
CORPORATION'S (COLLECTIVELY, "NWN CAROUSEL") EMERGENCY
SERVICES ADDENDUM**

BY USING THE SERVICES, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS READ, UNDERSTOOD AND ACCEPTED THIS EMERGENCY SERVICES ADDENDUM.

1.1. Non-SIP Services

1.1.1. For all deployments where NWN Carousel does not provide SIP Services, NWN Carousel does not provide emergency services (such as 112, 911 or 999 short-codes) ("Emergency Services") unless part of a separate agreement. The communications platforms supported by NWN Carousel will, when installed and properly configured, support Emergency Services, including integration with third-party Emergency Service platforms and providing dispatchable location to the public safety answering point, or, if it is not technically feasible to provide a dispatchable location, such alternative location necessary to identify the caller's street address and approximate in-building location as is technically feasible. NWN Carousel has installed the platform as determined and directed by Customer. As the manager and/or operator of the platform, it is Customer's sole responsibility to comply with all applicable Emergency Services requirements, and to the extent required by federal or state law, order, regulation or rule to provide Emergency Services.

1.1.2. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIGURING AND TESTING ANY EMERGENCY SERVICE SOLUTION, INCLUDING CONFIGURATION OF THE SERVICE. NWN CAROUSEL (INCLUDING ITS AFFILIATES) SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY KIND RESULTING FROM ANY ACTS OR OMISSIONS RELATED TO CONFIGURATION OR PROVISION OF THE SERVICE FOR EMERGENCY SERVICE.

1.1.3. NWN Carousel Responsibilities.

1.1.4. NWN Carousel will install the platform as determined and directed by Customer;

1.1.5. NWN Carousel will configure the platform to provide direct dial 911, 911 notification and dispatchable location, as determined and directed by Customer. Customer is responsible for identifying and assigning a dispatchable location to each User or device, and for providing and maintaining such other information as required by this Addendum.

1.1.6. Customer Responsibilities.

1.1.7. For greater certainty, NWN Carousel is not the manager and/or operator of the platform and, therefore, is not a multi-line telephone system manager and/or operator, as each of those terms is defined in 47 CFR Part 9 Subpart F. Customer acknowledges and agrees that the services provided by NWN Carousel pursuant to this Addendum do not constitute legal advice. NWN Carousel recommends that Customer seek its own legal advice in respect of the Federal Communication Commission (and any applicable state) multiline telephone system 911 statutes and rules.

1.1.8. Customer shall be responsible for providing such location information as NWN Carousel may request in order to program the equipment provided by NWN Carousel in a manner that will allow the automatic transmission of dispatchable location information or, if applicable, alternative location information, with each 911 call made using such equipment. Customer shall be responsible for maintaining the accuracy of all such location information, and promptly updating the dispatchable location information of any device that is relocated from the previously-provided location. Customer shall ensure that all users of the system under its account are made aware of the necessity of maintaining the current accuracy of location information.

1.1.9. Unless otherwise agreed to in writing, Customer shall be deemed to be the manager and operator of the system. As such, Customer shall be responsible for:

1.1.10. Controlling and overseeing implementation of the system after installation, including determining how lines should be distributed (including the adding or moving of lines), assigning and reassigning telephone numbers, and ongoing network configuration;

1.1.11. Controlling and overseeing all other operations of the Customer's platform and system; and

1.1.12. The day-to-day operation of the system.

1.1.13. If 911 Notification is included in with the platform, Customer shall be responsible for:

1.1.14. Identifying location(s) for receipt of 911 Notification;

1.1.15. Ensuring that such location(s) remain accurate;

1.1.16. Notifying NWN Carousel of required changes to the location(s) either through the online portal, where available, or by contacting our support organization in accordance with the terms of the agreement governing the provision of Emergency Services;

1.1.17. Identification, set up, operation and maintaining operational method for initiation of 911 Notification; and

1.1.18. Any equipment and/or software utilized for receipt of 911 Notification.

1.2. SIP Services

1.2.1. Where NWN Carousel provides SIP Services, including UC Complete and standalone SIP Services provided with third-party platforms, NWN Carousel will provide access Emergency Services in the country for which Customer has purchased service. Customer acknowledges and agrees that differences exist between traditional telephone service and IP-based voice services (such as the Unified Communications solution) and that the emergency calls may be handled differently than emergency calls placed with traditional telephone service. Customer expressly consents to the limitations of the emergency services, including without limitation, those described herein, and may consider alternate means for accessing traditional Emergency Services.

1.2.2. Customer acknowledges that the Emergency Services may not be available in the event of a power failure, fraudulent use, failure of Customer's equipment, service outage, or network or Internet congestion or outage, and Customer accepts the responsibility of confirming that its users have the means to make emergency calls in such circumstances. Customer further acknowledges and agrees that the Emergency Services rely on the networks, products, services and operations of

third parties, including telecommunications carriers and Public Safety Answering Points, and NWN Carousel is not responsible for the acts or omissions of any such third parties. Customer also agrees to notify its users of the nature and limitations of the Emergency Services as described in this Addendum. NWN Carousel will not be liable for any loss or damage (financial or otherwise) where Customer fails to do so.

1.2.3. The provision of Emergency Services shall be conditioned on Customer providing NWN Carousel with accurate location data, call back number, valid address or any other information required and requested by Carousel in order to provide the Emergency Services. Customer shall provide this information in a timely manner and in a format required or requested by NWN Carousel. Customer shall update this information whenever necessary to reflect changes. The Parties understand and acknowledge that should Customer fail to provide any such information, NWN Carousel may not be able to provide the Emergency Services, in whole or in part. Customer agrees to release indemnify and defend NWN Carousel and all of its affiliates, subsidiaries, employees, shareholders, agents, vendors, and representatives from any and all claims that may arise from Customer's failure to satisfy this section including resulting from the failure of Customer to provide a correct or updated address to NWN Carousel and subject to the MSA.

1.2.4. Customer acknowledges and agrees that NWN Carousel, its affiliates, directors, officers, employees, agents, underlying local provider(s) or other public or private agencies and any third party providers will not be liable for any injury, death or damage to persons or property, or any other claim arising directly or indirectly out of, or relating in any way to the Emergency Services, including without limitation any inability on the part of the Customer or a user to access the Emergency Service, except to the extent such claims or causes of action arose from Carousel's gross negligence, recklessness or willful misconduct.

1.2.5. Where technically feasible and if requested by Customer, NWN Carousel will include alerts, screen messages or other notifications to users when they log into a softclient or device in a new location. However, due to inherent technical limitations of some physical devices, such notifications may not be available or may not be capable of providing the full disclosure. Accordingly, Customer acknowledges and agrees to inform users of potential limitations of Emergency Services when a user accesses the services from a location different than the geographic location to which the users' DID is assigned.

1.2.6. For Emergency Services provided in the United States of America, the Customer affirmatively acknowledges (and agrees to maintain similar affirmative acknowledgements from its End Users) that NWN Carousel does not provide traditional 911 services and that the Emergency Services are subject to the following limitations:

a) **Emergency Service Responders May Not Automatically Know The Number or Location.** Unlike traditional emergency 911 services, when Customer's End Users call 911 using the Emergency Services, the emergency personnel receiving the call may not be able to automatically identify the phone number or the physical address from which the call originates. End User might need to tell the emergency personnel the nature of the emergency, give them the phone number, and describe the physical location. If the call is dropped for any reason, emergency personnel may not be able to call back or find the location.

b) **The Call May Not Reach the Correct Emergency Service If the Service Registers An Incorrect Service Address.** If Customer or End User registers for Emergency Services using an incorrect physical address, emergency calls may be routed to the incorrect emergency service

provider. The emergency personnel may not be able to respond to the emergency, transfer the call to the geographically appropriate emergency center or otherwise provide assistance.

c) **The Call May Not Reach the Correct Emergency Services If the Telephone Number Does Not Match End User's Actual Geographic Location.** Emergency service personnel cannot accurately track the location through NWN Carousel' system and it is therefore important that the location registration remains updated. For example, if End User utilizes its telephone equipment in Virginia where the area code is 703, but the assigned Number has an area code of 212, an area code associated with New York City, when the End User dials 911, it may not be able to reach any emergency personnel. Even if the End User does reach emergency personnel, it may not be calling the emergency personnel near the End User's actual location (the Virginia caller may be calling emergency services located in New York) and the emergency personnel may not be able to transfer the call to respond to the emergency, or otherwise provide assistance.

d) **The Call May Not Reach the Correct Emergency Services If The Equipment Is Moved to a Location Different From the Address Initially Registered.** It is important that the location of the Emergency Service is accurately registered every time the equipment is moved. If the equipment is moved to another location without reregistering, when a call is made to 911, the call may not reach any emergency personnel. Even if emergency personnel is reached, the call may not be completed to the emergency personnel near the actual location if the location has not been updated and emergency personnel may not be able to transfer the call, respond to the emergency, or otherwise provide assistance.

e) **The Call May Not Reach the Correct Emergency Services If The New Location Is Not Re-Registered Or Customer Calls 911 Within 48 Hours of Updating Its Location.** It is important that the location of the Emergency Service is accurately registered every time the equipment is moved. Location changes may take up to 48 hours for the location change to be reflected in NWN Carousel's records. During that time, the calls may not reach any emergency service provider or may not reach the correct emergency services provider.

f) **911 Service Will Not Work If There Is A Power Outage, A Network Outage Or Disruption.** Outages in the electricity and problems with the connection, including network congestion and loss or degradation of Internet services, will disrupt the Emergency Services making emergency calling using the Emergency Services unavailable.

g) **911 Service Will Not Work If the Service Is Disconnected.** If a service outage occurs or if the Customer's or an End User's service is suspended or terminated for any reason, the Emergency Services will not be available for making any emergency calls.

1.2.7. The following provisions also apply to Emergency Services provided in the United States of America:

a) Customer agrees to provide its End Users with either (i) stickers that can be affixed to each enabled device and explain the limitations of the Emergency Services; or (ii) notice by other conspicuous means that explain the limitations of Emergency Services. Customer agrees to indemnify and defend NWN Carousel and all of its affiliates, subsidiaries, employees, shareholders, agents, vendors, and representatives from any and all Claims, that may arise from Customer's or End Users' failure to affix the labels or provide notice as provide in this subsection 1.2.7 (a).

b) Customer acknowledges that only the following dial digit plans are acceptable for completion of emergency calls using Emergency Services: (1) 911, (2) 1911, (3) +911, and (4) +1911.

c) If a call is made from a non-provisioned or improperly provisioned telephone number, the call will not be automatically routed to the correct Public Service Answering Point (PSAP). Instead, that call will be handled by the backbone provider 24/7 Emergency Call Center (ECC). Customer acknowledges that for emergency call routing involving the ECC, Carousel has no ability to assist the caller in the event that (i) the caller cannot speak or identify their address; (ii) the data connectivity between the address database and the ECC is interrupted; or (iii) NWN Carousel cannot provide the endpoint location information. Customer must also pay a per-call ECC charge of US\$75. Customer acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. The Parties acknowledge that this additional fee represents a good faith estimate of the additional cost, which will be incurred by NWN Carousel and not a penalty. NWN Carousel may terminate this Addendum and Service, if Customer fails to correct non-provisioned or improperly provisioned telephone numbers and addresses, resulting in the imposition of repeated monthly additional fees, subject to Section 7.2 of the MSA.

1.2.8. For Emergency Services provided in Canada, Customer affirmatively acknowledges and expressly consents that NWN Carousel does not provide traditional 911 services and that the Emergency Services are subject to the following additional limitations:

a) **Placing 911 calls:** With traditional phone service, Customer's End User's 911 call is sent directly to the nearest emergency response center. With the Emergency Services, the call is sent to a national emergency call center. The call center operator will confirm the End User's location information and then transfer the 911 call to the emergency response center nearest Customer's location. Customer should be prepared to confirm his or her address and call-back number since the operator may not have this information.

b) **How Customer information is provided:** NWN Carousel will attempt to automatically provide the PSAP dispatcher or emergency service operator with the location associated with Customer's account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the physical location. Therefore, when an Emergency Service call is made, the dispatcher must immediately be informed of the location of the emergency.

c) **Correctness of information: Customer is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) with his or her account. If Customer does not correctly identify the actual location where he or she is located, or if Customer's account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.**

d) **Disconnections:** An Emergency Service call must not be disconnected until the dispatcher confirms that he or she has the necessary contact information and emergency location information. Customer should call back immediately if the call is disconnected.

1.2.9. For Emergency Services provided in the EU, Customer affirmatively acknowledges and expressly consents that NWN Carousel does not provide traditional 112 Emergency Services and that the Emergency Services are subject to the following additional limitations:

a) **Placing 112 calls:** With traditional phone service, Customer's End User's 112 call is sent directly to the nearest emergency response center. With the Emergency Services, the call may be

sent to a national emergency call center. The call center operator will confirm the End User's location information and then transfer the 112 call to the emergency response center nearest Customer's location. Customer should be prepared to confirm his or her address and call-back number since the operator may not have this information.

b) **How Customer information is provided:** NWN Carousel will attempt to automatically provide the PSAP dispatcher or emergency service operator with the location associated with Customer's account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the physical location. Therefore, when an Emergency Service call is made, the dispatcher must immediately be informed of the location of the emergency.

c) **Correctness of information:** Customer is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) with his or her account. If Customer does not correctly identify the actual location where he or she is located, or if Customer's account information has recently changed or has otherwise not been updated, 112 calls may be misdirected to an incorrect emergency response site.

d) **Disconnections:** An Emergency Service call must not be disconnected until the dispatcher confirms that he or she has the necessary contact information and emergency location information. Customer should call back immediately if the call is disconnected.

e) **Single EU emergency number.** 112 is the European emergency number you can dial free of charge from fixed and mobile phones everywhere in the EU. It will get you straight through to the emergency services – police, ambulance, fire brigade. National emergency numbers are still in use too, alongside 112. But 112 is the only number you can use to access the emergency services in all EU countries. 112 is also used in some countries outside the EU - such as Switzerland.

1.2.10. Third Party Services. Certain of the Services or products which NWN Carousel may offer from time to time are provided or made available by third party wholesalers, service providers, manufacturers or other vendors, and such Services or products may be subject to specific Emergency Service limitations, which will be disclosed in the contract documentation for the particular Service or product. Such limitations are in addition to those contained in this Appendix. In the event of an actual conflict between a provision of this Addendum and a provision in a Service- or product-specific contract documentation, the Service- or product-specific provision will control with respect to that Service or product only.

1.3. Acknowledgement

1.3.1. By accepting this Addendum, Customer acknowledges that: Customer has received and understands the information regarding the limitations of Emergency Services; Customer is required to ensure Users are made aware of these limitations as well as the circumstances under which Emergency Services may not be available or may be in some way limited by comparison to traditional Emergency Services and expressly consent to them prior to access to the platform; and each assumes the risks associated with such limitations. Where Customer's Services do not include NWN Carousel SIP Services, Customer should consult its SIP Services provider to further understand Emergency Service limitations.

1.3.2. Customer acknowledges and agrees that NWN Carousel, its affiliates, directors, officers, employees, agents, underlying local provider(s) or other public or private agencies and any third party providers will not be liable for any injury, death or damage to persons or property, or any other claim arising directly or indirectly out of, or relating in any way to the Emergency Services, including without limitation any inability on the part of the Customer or a user to access the Emergency Service, except to the extent such claims or causes of action arose from NWN Carousel's gross negligence, recklessness or willful misconduct.