

E911 Service Addendum

This E911 SERVICE ADDENDUM (the "Addendum") is an addendum to, and is hereby incorporated into, the Customer Terms and Conditions between Apptix and Customer and shall become effective as of the date when signed by both parties.

THIS DOCUMENT MAY BE SUBJECT TO CHANGE WITHOUT NOTICE OR ANNOUNCEMENT; ALL CHANGES WILL BE POSTED ON THE APPTIX WEBSITE (www.apptix.com).

1. Definitions.

1.1 "911 Call" means a call placed by a Subscriber dialing "9-1-1" seeking 911 Service

1.2 "911 Selective Router" means the telephone switch or functional equivalent, which determines the PSAP to which a 911 Call should be delivered based upon the Registered Location of the Subscriber.

1.3 "Advanced Mobility" means a set of calling features which allows a Subscriber who would normally only be able to place and receive calls from a fixed location to place and receive calls from multiple locations.

1.4 "Covered PSAP" means a PSAP which supports the termination of 911 Service calls delivered by Apptix.

1.5 "Coverage Area" means the Rate Center areas served by Covered PSAPs as provided to Customer on an updated basis. Apptix reserves the right to change the Coverage Area from time to time.

1.6 "E911 Service" means functionality allowing a Subscriber to contact the PSAP servicing the geographic area in which the Subscriber is located, and may include "Enhanced" functionality providing the PSAP with the capability to determine the Subscriber's address and call back telephone number (where the PSAP has such capability).

1.7 "Public Safety Answering Point" or "PSAP" means an answering location for 911 Calls originating in a given area. PSAPs are typically a common bureau used to answer emergency calls and dispatch public safety agencies such as police, fire, emergency medical, etc

1.8 "PSTN" means the public switched telephone network.

1.9 "Registered Location" means the most current known valid location of a Subscriber. The Registered Location must be a valid postal address in the USA in order for E911 Service to be possible

1.10 "E911" is the service that Aptix provides to Customer to enable Subscribers to place 911 calls.

1.11 "Operator Assisted 911" is a E911 Service that Aptix provides to Customer to enable Subscribers to place 911 calls when the Customer's Registered Location is within the USA but outside the Coverage Area, as described in Section 3 below.

1.12 "Subscriber" means a single, individual end-user or telephone device that has been assigned a DID by Customer as part of Voice Services. For purposes of E911 only, any DIDs assigned to a Trunk Line, the Trunk Line is deemed the Subscriber and the DIDs utilizing the Trunk Line for access will not be considered a Subscriber (the Registered Location shall be the same as the DID assigned to the Trunk Line) unless the DID has Advanced Mobility Features, in which case then that DID Advanced Mobility Features shall be a Subscriber.

1.13 "Trunk Line" means a single transmission channel used to transmit calls to and from multiple phones being aggregated by a PBX or key telephone system.

1.14 "Underlying Provider" means a provider that supplies Aptix with the transmission and gateway services, access to Selective Routers and to the dedicated Wireline E911 Network, and other services and functionalities that Aptix uses to provide E911 and SafeCall Operator Assisted 911 services.

1.15 "USA" means the United States of America (including Puerto Rico, US Virgin Islands, Guam, and CNMI).

1.16 All terms not specifically defined in this Addendum have the meaning supplied in the FCC's VoIP E911 Order other FCC rules, orders, and policies the Communications Act of 1934, as amended and this Agreement and Service Orders between Aptix and Customer.

2. E911 Service Description. E911 provides routing by Aptix (or by Aptix's Underlying Provider) of a Subscriber 911 Call to a Covered PSAP either via the 911 Selective Router serving a Covered PSAP for the Subscriber's Registered Location (such PSAP and 911 Selective Router being determined based on the Subscriber's Registered Location) or via the PSTN for those PSAPs not utilizing 911 Selective Router. The 911 Call will thereafter be carried from the 911 Selective Router (or from the PSTN) to the Covered PSAP on facilities controlled by an Underlying Provider. E911 is a 911 call routing and termination service only. E911 will not independently provide E911 Services however, when used in connection with the services provided by Underlying Providers of the Selective Router or the PSTN, E911 is designed to assist the supply of 911 Services to Subscribers. In order for Aptix to provide E911, Customer is responsible for the proper configuration of customer premise equipment, the SIP proxy, and for provisioning an IP

path to Apptix's SIP proxy. Customer must verify the applicable Coverage Areas, the need to provide updated Registered Locations in order to continue to have access to the Voice Services and E911, and instructions on the means for updating Subscribers' Registered Locations. E911 is not available to a particular Subscriber in the event of (i) improper configuration of the customer premise equipment or SIP proxy (ii) an outage, degradation or other disruption of Customer's IP connection to (iii) an outage, degradation or other disruption of power at the Subscriber location (iv) an outage, degradation or other disruption of the Subscriber broadband Internet connection, including but not limited to the underlying broadband provider intentionally or inadvertently blocking of the ports over which E911 Service is provided or otherwise impeding the usage of E911 Service (v) a suspension of Customer's account as a result of nonpayment or other breaches by Customer (vi) Subscriber's failure or delay in maintaining and updating Registered Location (vii) the Subscriber's Registered Location being outside the Coverage Area or (viii) the Subscriber's actual physical location is outside the Coverage Area, whether or not the Subscriber has updated his or her Registered Location accordingly.

3. Subscriber Registered Location. Customer is required to obtain the initial Registered Location for each of its Customer facilities and the Subscribers located at such Customer facilities, and to provide Apptix with the Registered Location of all Subscribers in a format prescribed by Apptix. In the event that a Registered Location is not a valid postal address in the USA or is not in the form prescribed by Apptix, the Registered Location shall not be validated. Until an initial Registered Location is validated, the Voice Services will not be available.

Apptix shall also provide Customer with the ability to update the Registered Location pursuant to Apptix's policies and procedures. Apptix shall provide a call center with a toll and a toll free number for Subscribers to call into and update their Registered Locations. The call center to update Register Locations shall only be available on business days Monday through Friday from 7:30AM to 12:00 PM EST and the call center shall not be available on Holidays in the USA. Until an updated Registered Location is validated, the previous Registered Location will continue to be utilized for E911.

E911 is a USA only domestic service and it will not work at locations outside the USA. In the event that a Subscriber moves to a location outside of the USA, the Subscriber must update the Registered Location to that location outside of the USA. For Registered Locations outside of the USA, Voice Services shall continue to be available, but neither E911 nor SafeCall Operator Assisted 911 will be available.

Voice Services and E911 is not a nationwide service in the USA and is not available in all locations and for all PSAPs. In the event that a Subscriber provides an updated Registered Location that is outside of the Coverage Area in the USA, the Subscriber/Customer will be notified in real time that the Registered Location was updated, but that Voice Services (other than SafeCall Operator Assisted 911 service) are not available at this Registered Location as a result of not having E911 services. The Voice Services other than SafeCall Operator Assisted 911 service will then be suspended by Apptix unless and until the Subscriber/Customer provides an updated Registered Location that is within the Coverage Area.

Apptix shall use reasonable commercial efforts to continue to add additional Covered PSAPs in the USA. Apptix will make E911 available to Subscribers within the Coverage Area on a Covered PSAP by Covered PSAP basis (the rollout of additional Covered PSAPs and the expansion of the Coverage Area shall be determined by Apptix in its sole discretion).

Apptix shall not accept initial Registered Locations of Subscribers that are outside the coverage area for E911.

4. E911 Call Failure. In the event that E911 fails to properly route or terminate a Subscriber's 911 call to a Covered PSAP, Apptix shall provide SafeCall Operator Assisted 911 for that 911 call. In the event that such a failure was caused by Customer or the Subscriber, Customer shall pay to Apptix an additional charge of \$150.00 per call

5. Service Level. Apptix will use commercially reasonable efforts to maintain high availability of E911 and SafeCall Operator Assisted 911 services. Availability of E911 shall mean the ability of E911 to accept Subscriber 911 Calls from Customer and route them to the appropriate 911 Selective Router, subject to such calls being transmitted to Apptix by Customer in accordance with the Agreement PLEASE BE AWARE THAT EVEN IN THOSE AREAS IN WHICH APPTIX OFFERS E911 SERVICE, APPTIX CANNOT AND DOES NOT GUARANTEE THAT THE SERVICE WILL OPERATE AS INTENDED. THE ONLY WAY TO KNOW WITH ABSOLUTE CERTAINTY THAT SUBSCRIBERS HAVE FUNCTIONING E911 SERVICE IS TO TEST THE SYSTEM. APPTIX IS NOT AUTHORIZED TO MAKE TEST CALLS TO THE E911 SYSTEM AND CANNOT AUTHORIZE CUSTOMER TO DO SO. CUSTOMER OR SUBSCRIBER MAY WISH TO CALL THE NON-EMERGENCY NUMBER OF THE LOCAL POLICE OR FIRE DEPARTMENT OF THE REGISTERED LOCATION TO FIND OUT IF THE CUSTOMER OR SUBSCRIBER ARE ABLE TO HELP YOU OBTAIN SUCH PERMISSION

6. Limits on Liability. APPTIX DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES OR LOSSES, INCLUDING DIRECT, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER FORM OF DAMAGES, IN THE EVENT THAT 911 CALLS PLACED BY A SUBSCRIBER OR SUBSCRIBERS FAIL TO BE COMPLETED TO THE APPROPRIATE PSAP OR OTHERWISE FAIL TO FUNCTION AS CONTEMPLATED, DUE TO ANY CAUSE OTHER THAN APPTIX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT DIRECTLY AFFECT THE E911 SERVICES, INCLUDING BUT NOT LIMITED TO (I) A SUBSCRIBER'S FAILURE TO PROVIDE AND UPDATE A REGISTERED LOCATION THAT ACCURATELY CORRESPONDS WITH THE SUBSCRIBER'S ACTUAL PHYSICAL LOCATION (II) A SUBSCRIBER'S FAILURE TO PROPERLY OPERATE THE VOICE SERVICES, INCLUDING BUT NOT LIMITED TO CONFIGURATION OF THE CUSTOMER PREMISE EQUIPMENT OR SIP PROXY (III) AN OUTAGE, DEGRADATION OR OTHER DISRUPTION OF CUSTOMER'S IP CONNECTION TO APPTIX, POWER AT THE SUBSCRIBER LOCATION, OR THE SUBSCRIBER BROADBAND INTERNET CONNECTION (IV) CUSTOMER'S FAILURE TO DISCHARGE ANY OF ITS RESPONSIBILITIES SPECIFIED HEREIN AND/OR, ANY SPECIFIC CUSTOMER REQUIREMENTS OR OBLIGATIONS IN THE FCC'S VOIP E911 ORDER OR IN ANY APPLICABLE LAW, RULE, OR REGULATION (V) A FAILURE OF THE FUNCTIONING OF THE FACILITIES OR SERVICES PROVIDED BY AN UNDERLYING

PROVIDER, DUE TO INTENTIONAL OR INADVERTENT ERROR BY THE UNDERLYING PROVIDER OR ITS AGENTS (VI) ANY INTENTIONAL OR INADVERTENT ERROR COMMITTED BY THE PSAP, ITS AGENTS, OR THE PUBLIC SAFETY AGENCIES IT SERVES AND/OR (VII) ANY OF THE THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS APPTIX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND UNDERLYING PROVIDERS FROM ANY AND ALL CLAIMS OR ACTIONS ARISING OUT OF SAFECALL E911 AND SAFECALL OPERATOR ASSISTED 911 EXCEPT FOR CLAIMS BASED ON APPTIX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. Limit of Liability. Each Party's maximum aggregate liability related to or arising from the Services, and obligations under the Agreement is limited to the total amount paid by Customer to Apptix hereunder.

8. Acceptable Use Policy. Customer hereby agrees to comply with the terms and conditions of Apptix's E911 Service Provider Admin and End-User Guide. E911 provides routing by Apptix (or by Apptix's Underlying Provider) of a Subscriber 911 Call to a Covered PSAP either via the 911 Selective Router serving a Covered PSAP for the Subscriber's Registered Location (such PSAP and 911 Selective Router being determined based on the Subscriber's Registered Location) or via the PSTN for those PSAPs not utilizing 911 Selective Router. The 911 Call will thereafter be carried from the 911 Selective Router (or from the PSTN) to the Covered PSAP on facilities controlled by an Underlying Provider. Apptix does not control the routing, other services, or facilities provided by Underlying Providers. E911 is a 911 call routing and termination service only. E911 will not independently provide E911 Services however, when used in connection with (i) the services provided by Underlying Providers of the Selective Router or the PSTN and (ii) the services provided by Customer, E911 is designed to assist Customer in supplying 911 Services to its Subscribers. In order for Apptix to provide E911, Customer is responsible for the proper configuration of customer premise equipment, the SIP proxy, and for provisioning an IP path to Apptix's SIP proxy. Customer is also responsible for providing notifications and information to Subscribers, including but not limited to information about the Coverage Areas, the need to provide updated Registered Locations in order to continue to have access to the Voice Services and E911, and instructions on the means for updating Subscribers' Registered Locations. In addition, if the caller is using a WiFi handset, SoftPhone or Shared Call Appearances and has traveled away from the address registered initially with Apptix, and if they have not updated their current address, then 911 calls will be routed to the emergency center associated with the originally registered address, which may not be the location from which the caller is calling.

9. Charges. Customer shall pay Apptix a monthly recurring charge for Voice Service Plans for E911 of \$2.00 for each Subscriber telephone number. This is a mandatory charge for each Subscriber, and is in addition to any and all fees and charges specified in the Agreement and any Service Orders between Apptix and Customer. In addition, additional fees, charges and surcharges may be imposed on the E911 Services by any governmental or quasi-governmental authority and Customer shall be responsible for payment of any such charges, either to Apptix on a

pass-through basis or directly to the governmental or quasi-governmental authority, in addition to the monthly recurring charge.