

LEGAL

FoneSoft Emergency Services Policy

Operation and Limitations of the FoneSoft 911 Service

Date of Last Revision: March 8, 2021

This policy forms part of, and is governed by the Customer Agreement and/or the FoneSoft **Terms of Service**, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement or the **Terms of Service**.

FoneSoft provides access to emergency calling services, allowing most FoneSoft users to access either basic 911 or Enhanced 911 (E911) service. FoneSoft Office users with a Digital Line, using IP Desk Phones or Softphones, can dial 911 directly from their IP Desk Phones or Softphone. **VIRTUAL EXTENSIONS AND MOBILE USERS WITHOUT A DIGITAL LINE CANNOT COMPLETE 911 CALLS.**

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

1. Registering Your Location

You must register the address of the physical location where you will use each Digital Line with FoneSoft immediately upon activation of your End Point. This is your Registered Address. You or your Account Administrator must accurately register each individual line through your Digital Line Settings or the Administrative Portal. You must use FoneSoft voice services only at the Registered Address provided for the applicable Digital Line. **If you move a registered device, you must immediately update the Registered Address with the new physical location of the device with FoneSoft through the Administrative Portal or in your account settings. If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you.** It may take up to several hours for the address update to take effect. Customers with more than one Digital Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Digital Line, and that their End Users are aware of how the Registered Address can be changed.

2. Service limitations

FoneSoft 911 service will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or FoneSoft Service is terminated; (iii), with respect to only the FoneSoft Mobile Application, if you do not have mobile service, as the FoneSoft Mobile Application cannot send emergency calls over Wi-Fi access; and (iv) in some Global Office countries. It is possible that network congestion may delay or prevent completion of any 911 call. You will not be able to complete a 911 call if you move to a physical

location outside the country in which your Digital Line is provided, or if you are dialing from a FoneSoft number that is not a Canadian or United States number.

Users uncomfortable with any of these limitations should use an alternate means of reaching 911.

3. How it Works

When you dial 911 using voice services from FoneSoft, the FoneSoft phone number and the Registered Address you have provided is sent to the local emergency center serving your location. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see your FoneSoft telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your FoneSoft telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. FoneSoft does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 911 calls dialed from your FoneSoft Office device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the “**NECC**”). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include your FoneSoft telephone number or your registered address. Trained operators at the NECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

4. Mobile Applications

Calls to 911 placed through the FoneSoft Mobile Application on a smartphone need to be configured to be automatically routed to the native dialer on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the 911 call cannot be placed. The FoneSoft Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the FoneSoft Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

In some areas, emergency operators are able to receive text messages sent to 911. Texts to 911 by FoneSoft users relying on the FoneSoft Mobile Application are automatically directed to the native dialer on the mobile phone, allowing you to send the text through your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to-911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

5. Notification of Employees, Guests, or Other Users

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services

may be used, of the limitations of FoneSoft 911 Service from your FoneSoft IP phone, other equipment, or the FoneSoft Softphone. Customer must affix a FoneSoft-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services, as required by 47 C.F.R. § 9.5.

6. Disclaimer of Liability for Emergency Call Response

Your use, and use by your employees, guests and other third parties, of FoneSoft's 911 Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your FoneSoft telephone number, depends on whether local emergency response centers support those features, and other factors outside of FoneSoft's control. FoneSoft relies on qualified third parties to assist us in routing 911 calls and text messages to local emergency response centers and to the NECC. FoneSoft does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. FoneSoft disclaims all responsibility for the conduct of local emergency response centers, the NECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless FoneSoft from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.

Customer indemnifies and holds harmless FoneSoft, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to FoneSoft of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.