

MANDATORY NOTICE TO CUSTOMERS

IMPORTANT 9-1-1 INFORMATION: 9-1-1 emergency services on Orange VoIP service differs from traditional 9-1-1 emergency services. Important details about this are included in the Orange VoIP account *Terms of Service- 9-1-1 Service Provisions and Limitation of Liability* which are attached.

TERMS OF SERVICE – 9-1-1 SERVICE PROVISIONS AND LIMITATION OF LIABILITY

Description: VoIP services allow people to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and Orange VoIP service customer acknowledges its understanding of and agrees to the differences that exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services. Orange VoIP service customer acknowledges and agrees that it is solely responsible for informing its individual employees and other end-users of the Orange VoIP service (referred to herein as "end-users") of the differences between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services. Prior to establishing access to the Orange VoIP service for an end-user, Orange VoIP service customer must provide the end-user with a copy of these *Terms of Service- 9-1-1 Service Provisions and Limitation of Liability*, notifications and telephone warning "stickers" (the text of which is available at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>) and directions to place the sticker on or near the end-user's VoIP telephone. Orange VoIP service customer must annually provide all end-users with reminders of the 9-1-1 service limitations and stickers and directions to place the sticker and reminder on or near the end-user's VoIP telephone. It is recommended that Orange VoIP service customer also include on its own employee-facing website ("intranet") a link to the *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability*, notifications and stickers.

9-1-1 service: Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through the Orange VoIP service will be handled differently from traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls. Orange VoIP service customer hereby acknowledges and understands the differences between traditional 9-1-1 service and VoIP 9-1-1 calls placed to emergency services from numbers assigned to Orange VoIP service customer's account as described below. Orange VoIP service customer acknowledges that it is the Orange VoIP service customer's sole responsibility to provide the necessary information contained in these *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability*, notifications and telephone stickers to all end-users to whom Orange VoIP service customer offers access to Orange VoIP service.

Placing 9-1-1 calls: Due to the limitations of the VoIP service, 9-1-1 calls will be routed differently from 9-1-1 calls made using traditional telephone service. When a 9-1-1 emergency call is made, the VoIP service will attempt to automatically route the 9-1-1 call through a third-party service provider, or call centre, that will then route the call to a Public Safety Answering Point ("PSAP") based on registered address information provided by the Orange VoIP service customer. This third-party service provider is different from the PSAP that would answer a traditional 9-1-1 call which has access to automatically generated end-user address information. Consequently, the end-user may be required to provide the end-user's name, address, and telephone number to the third party service provider answering the 9-1-1 call.

How your information is provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the registered name, address and telephone number associated with the Orange VoIP service customer account and associated phone number from which the call is made. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the end-user's name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, the end-user must immediately inform the dispatcher of his or her location (or the location of the emergency, if different). If the end-user is unable to speak, the dispatcher may not be able to locate the end-user if the location information associated with the Orange VoIP service customer account and associated phone number is not up to date.

Correctness of information: The Orange VoIP service customer is responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) associated with all VoIP lines associated with Orange VoIP service customer's account. If the address associated with an Orange VoIP service customer account line changes, Orange VoIP service customer must immediately provide notification to its Orange account customer service representative of the change of information by phone. Orange VoIP service customer must also immediately update the address information on the online portal available at <https://onemettel.net>. If the end-user does not correctly identify the actual location where the end-user or emergency is located, or if the Orange VoIP service customer's account and associated phone number address information is not up-to-date, 9-1-1 calls may be misdirected to an incorrect emergency response site.

Disconnections: The end-user must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher as the dispatcher may not have the end-user's number or contact information. If the end-user is inadvertently disconnected, the end-user must call back immediately.

Connection time: For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect than a traditional 9-1-1 call.

9-1-1 calls may not function: Orange VoIP service customer acknowledges and understands that for technical reasons, the functionality of ALL VoIP Service, including 9-1-1 VoIP emergency calls, may cease or be curtailed in various circumstances, including but not limited to: congestion, failure of service or system access equipment including telephone handsets, power failure, disruption or loss of Internet connection, as explained more fully below. These events may require that Orange VoIP service customer or end-user reset or reconfigure the equipment in order to re-establish the Orange VoIP Service and the availability of the 9-1-1 service. Orange is not responsible for resetting or reconfiguring of the equipment.

Congestion: For technical reasons, including network congestion, a 9-1-1 emergency call may produce a busy signal or take longer to connect than a traditional 9-1-1 call. Orange VoIP service customer acknowledges that there may be a greater possibility of network congestion

and/or reduced speed in the routing of a 9-1-1 call made utilizing the Orange VoIP Service as compared to 9-1-1 dialing over traditional public telephone networks.

Failure of service or system access device: If the system access equipment fails or is not configured correctly, or if the VoIP service is not functioning correctly for any reason, including: power outages; VoIP service outage; suspension or disconnection of service due to billing issues; network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; change of location of the system access equipment to a location other than that associated with the Orange VoIP service customer account and associated number(s); the Orange VoIP service customer or its end-users may need to reset or reconfigure the system access equipment before the end-user is able to use the VoIP service, including for 9-1-1 emergency calls.

Power or System outage: Orange VoIP service customer acknowledges and understands that a service outage for ANY reason including power outage or internet system outage will terminate the availability of ALL VoIP Service, including 9-1-1 service.

Alternate services: If Orange VoIP service customer or any of its end-users are not comfortable with the limitations of 9-1-1 emergency calls, Orange recommends that Orange VoIP service customer terminate the VoIP services or consider an alternate means for accessing traditional 9-1-1 emergency services.

Notification to end-users: Orange VoIP service customer acknowledges and agrees that it is responsible for notifying all end-users of the nature and limitations of 9-1-1 emergency calls of the VoIP services as described herein.

Provision of end-user address information: An end-user's initial location will be registered as a part of activation of the Orange VoIP service customer's Orange VoIP Service. It is the Orange VoIP service customer's responsibility to immediately notify Orange of changes in the accuracy of the physical address associated with any phone numbers assigned to the Orange VoIP service customer's account and to immediately update the information on the online portal available at <https://onemettel.net> in case of any changes, additions or transfers of phone numbers or re-location of VoIP phones. Orange disclaims any and all responsibility if the location information is not updated immediately, if there is any delay or difficulty on the part of Orange in notifying the third party service emergency service provider of the updated location, or if end-user does not correctly identify the actual location of the emergency to the third party service provider answering the 9-1-1 call.

Customer authorization to disclose end-user information: Orange VoIP service customer authorizes Orange to disclose the name, address, and telephone number associated with Orange VoIP service customer and with each end-user VoIP telephone line to third parties involved in providing 9-1-1 dialing including, without limitation, call routers, call centres and local emergency centres.

Liability: Orange VoIP service customers are advised to review this section with respect to Orange's 9-1-1 limitations of liability and to provide access to this information to end-users:

Orange does not have any control over whether, or the manner in which, calls using VoIP 9-1-1 dialing are answered or addressed by any emergency call or response centre. Orange disclaims all responsibility for the ability of the equipment to connect to an emergency response centre, the conduct of the emergency response centre and the public safety answering point. Orange relies on third parties to assist in routing 9-1-1 calls to emergency response centres and a public safety answering point. Orange disclaims any and all liability or responsibility in the event that data used by such third party to route the call is incorrect or yields an erroneous result. Orange does not have any control over the Internet connection. Neither Orange, its officers nor its employees may be held liable for any claim, damage or loss and Orange VoIP service customer hereby waives any and all such claims or causes of action, arising from or relating to Orange's VoIP 9-1-1 dialing service. Orange VoIP service customer shall defend, indemnify and hold harmless, Orange, its officers, directors, employees, affiliates, agents and assigns, and any other service provider who furnishes services to Orange VoIP service customer in connection with the equipment or Orange VoIP service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, counsel fees), including claims based in negligence, gross negligence, wilful misconduct or recklessness, by or on behalf of Orange VoIP service customer, any end-user or any other third party relating to the absence, failure, or outage of the equipment, including VoIP 9-1-1 dialing, incorrectly routed VoIP 9-1-1 calls, incorrectly entered end-user address information, and/or the inability of any end-user to be able to use VoIP 9-1-1 dialing, or access emergency service personnel. If Orange VoIP service customer or its end-users are not comfortable with the limitations on VoIP 9-1-1 dialing, Orange VoIP service customer and end-users should have an alternative means of accessing traditional 9-1-1 services.

CUSTOMER ACTIVATION - EXPRESS CONSENT

I agree that I have read and understood the 9-1-1 service limitations contained in the Orange VoIP *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability* and my responsibilities thereunder and the limitation of liability of Orange.

| | | |
|---|-------------------------|-------|
| _____ | _____ | _____ |
| Authorized Customer Representative signature | Print name of signatory | Date |

MANDATORY NOTICE TO END-USERS OF 9-1-1 SERVICE LIMITATIONS

This notice contains important provisions regarding 9-1-1 service from your VoIP phone.

Description: VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services.

9-1-1 service: Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through your VoIP service will be handled differently from traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your VoIP phone as described below.

Placing 9-1-1 calls: When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record provided by the Orange VoIP service customer for the VoIP service ("Your VoIP Telephone Provider"). However, due to the limitations of the VoIP telephone services, your 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, your call may be forwarded to a third-party specialized call center that handles emergency calls. This call center is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call center.

How your information is provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number provided by your VoIP Telephone Provider for your telephone number. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

Correctness of information: You are responsible for informing your VoIP Telephone Provider of any changes to your contact information (including name, address and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.

Disconnections: You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

Connection time: For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.

9-1-1 calls may not function: For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

Failure of service or your service access device: If your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage, and changing locations (for instance, if you move your system access equipment to a location other than that described in your account information or otherwise on record with Your VoIP Telephone Provider), you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 9-1-1 emergency calls.

Alternate services: If you are not comfortable with the limitations of 9-1-1 emergency calls, ask Your VoIP Telephone Provider to provide you with an alternate means for accessing traditional 9-1-1 emergency services.

Inform other users: You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP telephone of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein.

Liability: You are advised to ask Your VoIP Telephone Provider for a copy of the VoIP service 9-1-1 limitations of liability.

WARNING “STICKERS”

ATTENTION

When dialling 9-1-1, be prepared to provide your address/location or address/location for the emergency, if applicable.

For more details on the limitations of 9-1-1 services when using VoIP service, please contact your employer or other entity that provides you with access to VoIP service or visit this link: <http://www.orange-business.com/en/local-regulatory-and-tariff-information>.