

PHONEBOOTH ONDEMAND BUSINESS USE, CERTIFICATIONS, AND DISCLOSURE OF 911 EMERGENCY SERVICES LIMITATIONS

I. 911 EMERGENCY SERVICES LIMITATIONS, WAIVER AND INDEMNIFICATION

Terms capitalized when used within this document have the following meanings:

“911 Services” means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

“Enhanced 911 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving the primary Subscriber’s registered or user-provided address and to deliver the Subscriber’s telephone number and registered address information automatically to the emergency operator answering the call.

“Basic 911 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the primary Subscriber’s registered or user-provided address. With basic 911, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.

The following information describes the specifics of the emergency services provided by Phonebooth OnDemand, when such services are available, and subject to the limitations, disclosures and acknowledgements detailed below:

With Enhanced 911 Service (“E911”), when a caller from your registered location dials the digits 9-1-1 from a Phonebooth OnDemand extension that is associated with a phone number and properly registered address, the phone number and address is automatically sent to the local emergency center serving the location. Emergency operators will have access to this information regardless of whether the caller is able verbally to provide such information.

With Basic 911 Service, when a caller from your registered location dials the digits 9-1-1, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller’s call-back telephone number or the associated registered address, **even if that address has been properly registered**, because the emergency center will not be equipped to receive, capture or retain the associated Phonebooth OnDemand telephone number or the address. Accordingly, callers must be prepared verbally to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller’s address.

The following disclosures of the limitations and status of our 911 emergency services are important for all customers of Phonebooth OnDemand to read, understand and communicate to any persons or other third parties who may expect to rely upon you or us for use of such services.

EMERGENCY SERVICE DISCLOSURES APPLICABLE TO ALL CALLING SERVICES OFFERED BY BANDWIDTH.COM (“GENERALLY APPLICABLE EMERGENCY SERVICES DISCLOSURES”)

CUSTOMER ACKNOWLEDGES AND AGREES THAT BANDWIDTH.COM’S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT FROM THAT OF TRADITIONAL WIRELINE SERVICE. ALL 911 SERVICES SHALL ONLY BE AVAILABLE IN THE RATE CENTER ASSOCIATED WITH THE PARTICULAR BANDWIDTH.COM ASSIGNED DIRECT-INWARD DIAL (“DID”) TELEPHONE NUMBER ASSIGNED TO THE CUSTOMER. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY CALL CENTER, THE CUSTOMER MUST PROVIDE A BANDWIDTH.COM ASSIGNED DID, OR A DID PORTED TO BANDWIDTH.COM, AS THE ORIGINATING AUTOMATIC NUMBER IDENTIFICATION (“ANI”), OR CALL-BACK TELEPHONE NUMBER, FOR ALL 911 CALLS.

CUSTOMER ACKNOWLEDGES THAT THE PHONEBOOTH ONDEMAND SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM PHONEBOOTH ONDEMAND USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE “PRIMARY REGISTERED ADDRESS,” MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

BANDWIDTH.COM, INC. Proprietary Information – Restricted & Confidential

PHONEBOOTH ONDEMAND IS NOT MEANT TO BE RELIED UPON IN THE CASE OF AN EMERGENCY. WHILE WE ATTEMPT TO PROVIDE ACCESS TO EMERGENCY SERVICES, THE SERVICE IS NOT INTENDED TO BE USED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY TYPE OF HOSPITALS, LAW ENFORCEMENT AGENCIES, MEDICAL CARE UNIT OR ANY OTHER KIND OF EMERGENCY SERVICE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER BANDWIDTH.COM, ITS UNDERLYING CARRIER, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS BANDWIDTH.COM FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INJURY ARISING OUT OF MISROUTED 911 CALLS, REGARDLESS OF WHETHER THE CALL WAS ROUTED BY A PUBLIC SAFETY ANSWERING POINT OR AN OFFICIAL EMERGENCY OPERATOR, IS NEITHER THE FAULT NOR LIABILITY OF BANDWIDTH.COM AND CUSTOMER HOLDS BANDWIDTH.COM HARMLESS FROM ANY DAMAGES OR LIABILITIES. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

II. EXCLUSIVE BUSINESS USE

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PHONEBOOTH ONDEMAND SERVICE BEING OFFERED BY BANDWIDTH.COM SHALL BE USED STRICTLY AND EXCLUSIVELY FOR COMMERCIAL USE ONLY BY A BUSINESS ENTITY THAT REQUIRES MULTIPLE LINES AND/OR EXTENSIONS. PHONEBOOTH ONDEMAND IS NOT BEING OFFERED OR INTENDED FOR ANY NON-BUSINESS OR NON-COMMERCIAL USE, NOR FOR USE BY INDIVIDUALS OR FOR RESIDENTIAL USE. AS A PRODUCT FOR BUSINESS AND COMMERCIAL USE ONLY, PHONEBOOTH ONDEMAND DOES NOT INCLUDE CERTAIN FUNCTIONS THAT USERS MAY EXPECT IN A RESIDENTIAL SERVICE.

III. CUSTOMER CERTIFICATIONS

BY SIGNING THE SERVICE ORDER FORM AND AGREEING TO THE TERMS OF SERVICE FOR PHONEBOOTH ONDEMAND YOU CERTIFY AND AGREE TO THE FOLLOWING: (I) THAT THE PHONEBOOTH ONDEMAND SERVICE WILL ONLY BE USED FOR BUSINESS AND COMMERCIAL, NON-RESIDENTIAL PURPOSES AND IN AN ENVIRONMENT THAT REQUIRES EITHER MULTIPLE LINES OR EXTENSIONS; (II) IF THIS SITUATION EVER CHANGES YOU WILL DISCONTINUE USE OF THE PHONEBOOTH ONDEMAND SERVICE IMMEDIATELY; (III) THAT THERE ARE IMPORTANT DIFFERENCES BETWEEN TRADITIONAL TELEPHONE SERVICES AND THE PHONEBOOTH ONDEMAND SERVICE; (IV) BANDWIDTH.COM IS NOT REQUIRED TO OFFER ACCESS TO EMERGENCY SERVICES UNDER ANY APPLICABLE LOCAL AND/OR NATIONAL RULES, REGULATIONS OR LAW; (V) IT IS YOUR OBLIGATION TO INFORM YOUR USERS AND ANY THIRD PARTIES OF THE EMERGENCY SERVICE LIMITATIONS ASSOCIATED WITH THE PHONEBOOTH ONDEMAND SERVICE; AND (VII) THAT ANY OBLIGATIONS THAT MAY BE APPLICABLE BY STATE LAW ON OPERATORS OF PRIVATE BRANCH EXCHANGE OR MULTILINE TELEPHONE SERVICE OPERATORS ARE OBLIGATIONS IMPOSED ON YOU AND NOT ON BANDWIDTH.COM INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATIONS RELATED TO (A) UPDATING LOCATION INFORMATION SHOULD USERS MOVE CUSTOMER PREMISES EQUIPMENT OR UTILIZE SOFTPHONES, (B) TRAINING USERS OF THE PHONEBOOTH ONDEMAND SERVICE HOW TO PLACE CALLS TO EMERGENCY SERVICE PROVIDERS; AND (C) LABELING OR PLACING WRITTEN INSTRUCTIONS NEAR OR ON THE RELEVANT ON-SITE EQUIPMENT.