



SIP SERVICE E-911 AND SERVICE ADDENDUM

The parties acknowledge and agree that all Services provided pursuant to this Service Addendum will be provided by BCM One, Inc. ("BCM One") to Client pursuant to the terms of the parties Agreement. The parties agree that solely with respect to the BCM One SIP Services (hereafter "SIP Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement and in the event of a conflict with such terms, these SIP Service terms shall govern with respect to the SIP Services. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

UNLIMITED VOICE SERVICES. BCM One reserves the right to periodically review usage levels of unlimited minute service plans to ensure that Client is not abusing such plan and/or using such service in violation of the terms of this Service Addendum and BCM One's Acceptable Use Policy. If such an abuse or violation is discovered, BCM One may terminate or adjust the plan as appropriate. Client agrees to use the unlimited minute service plans for traditional voice or fax calls of a duration comparable to that of the average small business clients presently utilizing BCM One's SIP Service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by BCM One. Excessive use is defined by BCM One as use that substantially exceeds the average call volume or duration used by all other BCM One unlimited plan clients, and attempting to originate or terminate multiple concurrent phone calls through any single line of service. The following types of services are specifically prohibited and may not be accessed through BCM One's unlimited voice service plan: monitoring services, transmission of broadcasts or transmission of recorded material. BCM One may terminate Client's service or change Client's service plan if, in its sole discretion, BCM One determines that Client's use of the unlimited plan violates this prohibition, is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.

BCM One shall consider Client's use of this Service to be "unreasonable" and therefore subject to immediate termination if Client:

1. re-sells, re-brands, re-supplies, re-markets or commercially exploits BCM One's Unlimited Service, without our written consent, in order to aggregate traffic from more than one client over an "unlimited" line or trunk;
2. sets up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or
3. engages in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

BCM One shall consider Client's use of our SIP Service to be "abusive" and subject to immediate termination or adjustment if Client utilizes:

1. autodialing, predictive-dialing, or robo-dialing;
2. continuous, repetitive or extensive call forwarding;
3. harassing, threatening or abusive calls;
4. unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
5. false information for Client or any users of the SIP Service;
6. continuous or extensive chat line or conference call participation;
7. free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
8. repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
9. long duration calls (defined as calls to the same number in excess of four (4) hours (continuous or cumulative) within a twenty-four (24) hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
10. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
11. continuous call session connectivity;
12. fax broadcasting;
13. fax blasting;
14. telemarketing; or
15. any other activity that would be inconsistent with reasonable business use patterns, which cause network congestion or jeopardizes the integrity of BCM One's network.

911 / E911 DIALING SERVICE GUIDELINES

EMERGENCY SERVICES- 911 DIALING & NON-VOICE SYSTEMS.

Minimum Requirements: Due to FCC rulings and regulations, all Clients who are using BCM One SIP Services as their primary business telephone carrier must activate 911 Emergency Services on at least one DID per location.

Non-Availability of Traditional 911 or E911 Dialing Service:

Client acknowledges and understands that the Service does NOT support traditional 911 or E911 access to emergency services. BCM One offers a limited 911-type service and that service is different in several important ways (some, but not necessarily all, of which are described in this Service Addendum) from traditional 911 service. Client agrees to inform any its end users and/or third persons who may be present at the physical location where Client utilizes the Service of the non-availability of traditional 911 or E911 dialing from Client's SIP Service and equipment, and Client shall be responsible for failure to do so.

Description of 911-Type Dialing Capabilities – Activation Required:

BCM One offers a 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that is different in several important ways from traditional 911 services. Unless Client makes changes when Client dials 911, Client's call will be routed from the BCM One network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that Client listed at the time of activation. Client acknowledges and understands that when Client dials 911 from Client's equipment it is intended that the call will be routed to the general telephone number for the PSAP or local emergency service provider and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Client acknowledges and understands that Client's 911 call may not be routed to a PSAP but instead may be routed to a central call center where Client will have to provide Client's location. BCM One relies on third parties for the forwarding of information underlying such routing, and accordingly, BCM One and its third-party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither BCM One nor its officers, directors, employees, affiliates, agents direct or indirect subsidiaries may be held liable for any claim, damage, or loss, and Client hereby waives any and all such claims or causes of action, arising from or relating to 911 dialing. Client agrees to indemnify and hold harmless BCM One and its third-party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to Client failure to follow correct activation procedures for 911 calling or Client provision to BCM One of incorrect information in connection therewith. As described above, all calls dialed by handset extensions included in Client's account with BCM One will be routed from the BCM One network to the PSAP or local emergency service personnel designated for the address that Client listed at the time of activation. In the event that Client equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on Client's account may, at Client's option, create additional service locations and associate Client equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign and re-assign their current location on an as-needed basis. Those updates can be made by opening a trouble-ticket with BCM One (troubleticket@bcmone.com). It is Client's sole responsibility to request these changes and to ensure that all of its end users and other third persons who may be present at the physical location(s) where Client utilizes the Service are aware of this option.

Fair Use Policy: Client shall not exceed the 911 Typical Usage Threshold defined as: (i) Client having no more than five (5) 911 calls per month for every one hundred (100) telephone numbers Client has registered for 911 Service with BCM One and/or (ii) Client having no more than five percent (5%) of Client's telephone numbers registered for 911 Services with BCM One to a Canadian address. Should Client exceed the 911 Typical Usage Threshold, then BCM One shall (i) increase the Client's monthly recurring charge and (ii) charge Client a per-call surcharge for all 911 calls in excess of the 911 Typical Usage Threshold.

SERVICE OUTAGE

Power Failure or Disruption: Client acknowledges and understands that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require Client to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

Broadband Service / ISP Outage or Termination / Suspension or Termination by BCM One: Client acknowledges and understands that service outages or suspension or termination of service by Client's broadband provider and/or ISP or by BCM One will prevent ALL Service including 911 dialing.

Service Outage Due to Suspension of Client Account: Client acknowledges and understands that service outages due to suspension of Client account as a result of billing issues will prevent ALL Service, including 911 dialing.

Other Service Outages: Client acknowledges and understands that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Service Addendum.

Failure to Designate the Correct Physical Address When Activating 911 Dialing: Failure to provide the current and correct physical address(es) and location(s) of Client equipment will result in any 911 communications Client may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where the equipment is located, not a post office box, mail drop or similar address.

Requires Notification if Client Changes, Adds or Ports New Numbers: Client acknowledges and understands that 911 dialing does not function if Client changes Client's phone number or (for such newly added or ported numbers) if Client adds or ports new numbers to Client's account, unless and until Client has successfully notified BCM One of the correct address for Client's changed, newly added or newly ported number.

To ensure any E911 call is routed properly Client must set Client outbound caller ID value to the specific 10-digit number (DID) Client is purchasing E911 service for. This is how the BCM One network identifies Client and Client's location to determine which PSAP the call get routed to.

NOTE: Failure to set the correct caller ID value will result in a non-refundable surcharge per each incorrectly configured E911 call.

Requires Notification if Client Moves or Changes Location: Client acknowledges and understands that 911 dialing does not function properly or at all if Client moves or otherwise changes the physical location of Client equipment to a different street address, unless and until Client has successfully notified BCM One of such change in location and the correct address. Failure to provide the current and correct physical address(es) and location(s) of Client equipment will result in any 911 dialing Client may make being routed to the incorrect local emergency service provider.

NOTE: Failure to register a valid physical address to the number Client is calling from will result in a non-refundable surcharge per each incorrectly configured E911 call.

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911: Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for the Service at this time, Client acknowledges and understands that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing Client equipment as compared to traditional 911 dialing over traditional public telephone networks. Client acknowledges and understands that 911 dialing from Client equipment will be routed to the general telephone number for the local emergency service provider and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. Client acknowledges and understands that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Client acknowledges and accepts that BCM One relies on third parties for the forwarding of information underlying such routing, and accordingly BCM One and its third-party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. BCM One its officers, directors, employees, affiliates, agents, direct or indirect subsidiaries may not be held liable for any claim, damage, or loss, and Client hereby waives any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of BCM One.

Automated Number Identification: At this time in the technical development of BCM One 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify Client's phone number when Client dials 911. BCM One's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not BCM One, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. Client acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Client's phone number in order to call Client back if the call is unable to be completed, is dropped or disconnected, or if Client is unable to speak to tell them Client's phone number and/or if the

Service is not operational for any reason, including without limitation those listed elsewhere in this Service Addendum.

Automated Location Identification: At this time in the technical development of BCM One 911 Dialing, it is not possible to transmit identification of the address that Client has listed to the Public Safety Answering Point (PSAP) and local emergency personnel for Client's area when Client dials 911. Client acknowledges and understands that Client will need to state the nature of the emergency promptly and clearly, including location, as PSAP and emergency personnel will NOT have this information. Client acknowledges and understands that PSAP and emergency personnel will not be able to find Client location if the call is unable to be completed, is dropped or disconnected, if Client is unable to speak to tell them the location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Service Addendum.

Alternative 911 Arrangements: Client acknowledges that BCM One does not offer primary line or lifeline services. Client should always have an alternative means of accessing traditional E911 services. Client acknowledges that the equipment and Services do not support 911 emergency dialing or other emergency functions. Client agrees to notify any user of the Services, who may place calls using Client's phone services, of the 911 limitations. BCM One advises Client to maintain an alternative means of accessing traditional 911 services such as traditional telephones and cellular phones.

Non-Voice Systems: Client acknowledges that the Services are not set up to function with outbound-dialing systems including home security systems, medical monitoring equipment, satellite television systems, credit card terminals, elevator lines and some facsimile systems. Client will have no claim against BCM One for interruption or disruption of such systems by the Service.

Force Majeure: BCM One is not responsible or liable to Client for its failure to perform any of its obligations caused by a Force Majeure as defined in the parties Agreement.

Microsoft Teams, WebEx and Zoom Calling. BCM One may deliver 911 Services to Client originating from the Microsoft Teams, WebEx and/or Zoom Platforms ("Calling Platform Integrations"). Client acknowledges and agrees that there may be additional fees associated with BCM One delivering 911 Services originating from these Calling Platform Integrations and Client agrees to be responsible for such additional fees.

TELEPHONY HARDWARE.

Telephony rentals and new hardware ("Telephony Hardware" or "Devices") is pre-configured by BCM One. Client may not change the electronic serial number or equipment identifier on any Device or perform a factory resetting on any Device. Client understands and accepts that may not make its own changes to these Devices while using the Service. Client made configuration changes can cause the Service to become disabled. Client will be charged a professional service fee by BCM One for reconfiguring Devices that have been tampered with.

Any Telephony Hardware purchased through BCM One is the property of Client. There is a limited one (1) year warranty on all Telephony Hardware. Damage caused to any Device outside of manufacture is the responsibility of Client. This includes, but may not be limited to power surges, theft, water damage or damage due to improperly securing Devices.

BCM One does not provide any warranties for previously purchased Devices from other sources beyond BCM One that have been reprovisioned on the Service. There are many variables such as Device firmware versions that are introduced with Telephony Hardware that is not provided from BCM One.

Upon request BCM One may provide a list of Device manufactures and models that can be reprovisioned on BCM One SIP platform. It is Client's responsibility to ensure any reprovisioned Devices are set to the correct firmware BCM One supports. Non-compliant firmware can affect the users experience which may not be correctable by BCM One technical support. BCM One may charge a fee for existing Devices that are reprovisioned to BCM One SIP Service unless otherwise noted in the Agreement.

Additional Terms. Client acknowledges that in the event that it is not utilizing BCM One managed internet services for these SIP Services, the SIP Services will be provided without a binding Service Level Agreement, which means there is no mean time to repair ("MTR"). Accordingly, if Client has a service issue, including but not limited to a service issue caused by a Client network outage, Client provided equipment ("CPE"), Client network configurations and/or Client provided internet services that may cause degradation to the SIP Service, BCM One will not issue credits to Client for its downtime or degradation of services. Moreover, Client shall ensure that the SIP Service will not be used for the transmission or receipt of data, including but not limited to faxes, point of sale terminals, credit card authorization terminals or alarm lines. Alarm lines are not supported by the SIP Service due to the method by which alarm lines signal the central monitoring station (e.g. no error correction, no facilities for jitter and/or delay, and the like).