

## EMERGENCY CALLING SERVICES TERMS AND CONDITIONS

Plow Networks provides access to Emergency Calling Services, allowing most MercuryPath Voice Services and MercuryPath Voice Calling Plan ("Calling Plan") service users to access emergency services. Your access may differ depending on your location or the device you are using, and it works differently than you may have experienced using traditional wireline or wireless telephones. **It is strongly recommended that you have an alternative means for placing emergency calls available at all times.**

Emergency Calling Services calling operates differently with MercuryPath Voice Calling Plans in Microsoft 365 or Office 365 than on traditional telephone services. It is important that you understand these differences and communicate them to all End Users with Calling Plans in Microsoft 365 or Office 365. You acknowledge and agree that you have read and understand the differences in our Emergency Services calling and will provide this notice to each user with Calling Plans in Microsoft 365 or Office 365.

The differences in our Emergency Services calling capabilities include the following: (i) Skype for Business and Teams may not know the actual location of a caller making an Emergency Services call, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's Teams client is offline, or if the user's device is unable to access the internet for any reason, such as a network outage or power outage, Emergency Services calls through Phone System in Microsoft 365 or Office 365 are not supported and are not expected to work; and (iii) although Calling Plans in Microsoft 365 or Office 365 can be used anywhere in the world where an internet connection is available, users should not make an Emergency Services call from a location outside their home country/region because the call likely will not be routed to the appropriate call center in that country/region.

Plow Networks provides its Emergency Calling Services (defined below) subject to these Emergency Calling Services Terms and Conditions (the "Terms and Conditions"), which are in addition to and supplement the Plow Networks Global Services Agreement found at <https://plow.net/legal/gsa>, MercuryPath Voice Terms of Service available at [https://www.plow.net /legal/mpvtos](https://www.plow.net/legal/mpvtos), or other similar written agreement between the parties for the use of the Services (the "Agreement"). These Terms and Conditions are subject in all respects to the terms of the Agreement. In the event of any direct conflict between these Terms and Conditions and the Agreement, then these Terms and Conditions shall control. Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the Agreement. To be eligible to use Plow Networks Emergency Calling Services Terms and Conditions , you must review and accept the terms of these Terms and Conditions by clicking on the "I Accept" button or other similar mechanism provided. PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. ONCE ACCEPTED, THESE TERMS AND CONDITIONS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND PLOW NETWORKS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT CLICK THE "I ACCEPT" BUTTON AND YOU SHOULD NOT USE PLOW NETWORKS EMERGENCY CALLING SERVICES.

1. **DEFINED TERMS.** For the purposes of these Terms and Conditions, the following terms will

have the following meanings:

**“Approved Uses”** means the provision of Enhanced 911 and/or Basic 911 to (i) End Users who principally utilize such services at such End User’s residence and occasionally at other locations; (ii) End Users that are enterprises that use either an on-site or hosted PBX during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise’s business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that (X) use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which clauses (iii) and/or (iv) below do not apply; or (Y) should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise’s business or operations do not constitute “Approved Uses”; (iii) End Users that operate non-emergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center’s business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute “Approved Uses”; and (iv) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as “relay services.”

**“Basic 911”** means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the End User’s telephone number or emergency address information unless the End User provides such information verbally during the emergency call.

**“E911 Authority”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one PTN (defined below). For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.

**“Emergency Call(s)”** means any call made by dialing the digits 9-1-1 in the United States and Canada, 9-9-9/1-1-2 in the United Kingdom and throughout the European Union, 9-9-9/9-5/9-9-3 in Singapore, and any other applicable Emergency Services number regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.

**“Emergency Calling Services”** means functionality that allows end users to contact emergency services by dialing the digits 9-1-1 in the United States and Canada, 9-9-9/1-1-2 in the United Kingdom and throughout the European Union, 9-9-9/9-5/9-9-3 in Singapore, and any other applicable Emergency Services number

**“End User”** means the individual placing a 911 Call from a Customer’s PTN (defined below).

**“Enhanced 911”** or **“E911”** means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s provided address and to deliver the Subscriber’s telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.

**“Public-Service Access Point”** or **“PSAP”** means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.

**“Registered Emergency Address”** or **“REA”** means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.

“**SIP**” means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

“**Subscriber**” means an End User or telephone device assigned a PTN.

“**Plow Telephone Number**” or “**PTN**” means a United States or Canada telephone number assigned to the Customer by Plow Networks and properly provisioned for Plow Networks incoming voice settings.

“**VoIP**” means Voice over Internet Protocol.

## **2. SERVICES DESCRIPTION AND USE OF SERVICES**

**2.1. E911 Services.** With E911, when an End User places a 911 Call, such call will typically be routed to the local PSAP that covers Customer’s REA. In limited circumstances, as further described below in Section 2(iii), the 911 Call may be routed to a PSAP. Regardless of which PSAP the 911 Call is routed to, if and only if the associated PTN is properly provisioned, the 911 professional will receive the (1) PTN associated with the 911 Call and (2) Customer’s REA. Customer understands that Customer, and not Plow Networks, must properly provision Plow Networks incoming voice settings on their PTN’s in order for an emergency operator to receive the associated PTN and Customer’s REA.

**2.2. Basic 911.** With Basic 911, when an End User places a 911 Call, this call is always sent to the local PSAP serving the End User’s physical location. 911 professionals answering 911 Calls from End Users will not automatically receive the associated PTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture or retain End User’s assigned PTN or REA. Accordingly, End Users must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the End User is unable to speak, then the 911 professional will not be able to call the End User back or dispatch emergency assistance to the End User’s physical location. As additional local PSAP’s are able to answer E911 calls, Plow Networks will upgrade Customer from Basic 911 to E911 service. Plow Networks is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

**2.3. PSAP Service.** Certain PTN’s will not have access to either Basic 911 or E911 services. If Customer has PTN’s that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for End User’s name, telephone number, and location, and then transfer the End User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the End User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the End User’s PTN or REA because PSAP’s are not equipped to receive, capture or retain this information. Accordingly, the End User must provide this information to the 911 professional. Other reasons that an End User’s 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the land line 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes. Notwithstanding any term or condition of the Agreement or these Terms and Conditions to the contrary, Customer will only utilize Plow Networks’ E911 and/or Basic 911 services pursuant to these Terms and Conditions

for Approved Uses. Customer will ensure that End Users do not block their PTN on a device they are using when placing a 911 Call and the PTN shall be made available in the From/P-Asserted-Identity SIP headers of the incoming SIP request. The parties acknowledge and agree that Plow Networks can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by End Users successfully registered in Plow Networks' database will be routed using the ten digit outbound PTN or a 911 professional. Customer will provide Plow Networks with and keep current the correct and valid REA for each PTN for which the Customer desires Emergency Calling Services. The REA provided must include sufficient information to enable emergency responders to locate the End User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for each End User and Subscriber located in a multi-floor building, Customer must include a floor or suite number as part of the REA. PLOW NETWORKS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS AND ITS END USERS' REA INFORMATION UPDATED. Customer will provide a PTN with every Subscriber and/or End User call presented to Plow Networks for processing. Plow Networks will have no obligation to provide Emergency Calling Services with respect to any Subscriber or End User call that does not include a PTN and will not be liable for any claims arising from any efforts undertaken by Plow Networks to provide Emergency Calling Services under such circumstances.

### **3. CUSTOMER OBLIGATIONS**

**3.1. Customer Obligations.** (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the Emergency Calling Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the FCC. For clarity, Plow Networks will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and Plow Networks reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

**3.2. Customer Testing.** Customer will be solely responsible to test the Emergency Calling Services after installation and periodically throughout the Term and will notify Plow Networks if Customer notes any issues at any time with the Service. Customer agrees to test Emergency Calling Services and share the results of such testing at the request of Plow Networks.

**3.3. Equipment; Connection; Customer's Responsibilities.** Plow Networks will not provide any equipment or any electronic tools, except as may be expressly set forth in writing and executed by Customer and Plow Networks. Customer must connect to Plow Networks' network in a manner and at locations determined by Plow Networks. Customer will, at Customer's sole cost and liability as between Customer and Plow Networks, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary

for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services. CUSTOMER WILL INDEMNIFY AND HOLD PLOW NETWORKS HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.

**3.4. Charges and Rates.** Customer shall pay \$1.00 per month per PTN enabled to use the Emergency Calling Services. All payments made hereunder shall be made pursuant to the payment terms of the Agreement.

**4. TERM** These Terms and Conditions will apply for the duration that Customer uses the Emergency Calling Services.

**5. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT PLOW NETWORKS' EMERGENCY SERVICE IS INTERNET BASED AND THAT INTERNET EMERGENCY CALLING SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE PLOW NETWORKS EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED PTN IN ACCORDANCE WITH THE USER DOCUMENTATION.**

CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM END 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 ALSO BE END USERS THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH EMERGENCY CALLING SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. PLOW NETWORKS RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE EMERGENCY CALLING SERVICES.

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 AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE EMERGENCY CALLING SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT PLOW NETWORKS, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF EMERGENCY CALLING SERVICES OR IN RESPONDING TO 911

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.

**6. INDEMNIFICATION.** The following terms apply in addition to the terms and conditions of the Agreement, including, without limitation, any applicable indemnity provisions: Customer agrees to release, indemnify, defend, and hold harmless Plow Networks from any claims, suits, proceedings, expenses, losses, liabilities, or damages (“Claims”) by any party or parties arising out of the use or attempted use of Plow Networks’ services by any person for purposes of placing 911 Calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; or (b) all other Claims arising out of any act or omission of Customer or any End User of Customer’s services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the Emergency Calling Services, features and the equipment associated therewith, or by any services furnished by Plow Networks in connection therewith, including, without limitation, the identification of the PTN, address or name associated with the telephone used by the party or parties accessing Emergency Calling Services hereunder, the incorrect routing of any 911 Call, or the mishandling of any 911 Call by 911 professionals. Customer will defend Plow Networks against any such Claims and will pay, without limitation, all litigation costs, reasonable attorney’s fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

**7. LIMITATION OF LIABILITY. THE FOLLOWING APPLIES IN ADDITION TO THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE LIMITATIONS OF LIABILITY: (I) CUSTOMER AGREES THAT ABSENT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY PLOW NETWORKS, PLOW NETWORKS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY CUSTOMER OR ANY END USERS DUE TO ANY FAILURE IN OR BREAKDOWN OF THE COMMUNICATION FACILITIES ASSOCIATED WITH PROVIDING THE EMERGENCY CALLING SERVICES, OR FOR ANY DELAY, INTERRUPTION OR DEGRADATION OF THE SERVICES WHATSOEVER; (II) IN NO EVENT WILL PLOW NETWORKS’ AGGREGATE LIABILITY TO CUSTOMER FOR ANY LOSS ARISING OUT OF THE EMERGENCY CALLING SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS OR ANY ERRORS, INTERRUPTIONS, DEFECTS, FAILURES OR MALFUNCTIONS OF THE EMERGENCY CALLING SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EQUIPMENT AND DATA PROCESSING SYSTEMS ASSOCIATED THEREWITH, EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE PARTIES WAIVE**

ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THE AGREEMENT AND/OR THESE TERMS AND CONDITIONS TO FAIL OF ITS ESSENTIAL PURPOSE; AND (III) CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT PLOW NETWORKS HAS NO CONTROL OVER HOW A FOREIGN ADMINISTRATION OR THIRD PARTY CARRIER ESTABLISHES ITS RULES AND CONDITIONS PERTAINING TO INTERNATIONAL TELECOMMUNICATIONS SERVICE.

#### Version History

Version	Date	Changes
1.0	4/1/2021	N/A

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