

WABASH COMMUNICATIONS, INC., UNIFIED COMMUNICATIONS EMERGENCY SERVICES DISCLOSURE NOTICE AND ACKNOWLEDGMENT

This Emergency Services Disclosure Notice and Acknowledgement (“Emergency Services Acknowledgement”) is agreed, acknowledged, and accepted by Customer in connection with Customer’s purchase and use of Wabash Communications, Inc. (“Wabash”), Unified Communication (“UC”) Service (the “Services” or the “UC Services”). Any capitalized terms not otherwise defined in this Emergency Services Acknowledgement shall have the meanings ascribed to such terms in the Service Terms. In the event of any conflict between this Emergency Services Acknowledgement and the Service Terms, this Emergency Services Acknowledgement shall control.

Emergency services may be accessed by using special dialing codes; the codes may vary by country. At the end of this document, country-specific codes are provided.

The English language version of this document will govern.

IMPORTANT EMERGENCY SERVICES INFORMATION

Non-availability of traditional phone emergency calling service: Wabash emergency service dialing is a mandatory component of the Wabash Voice over Internet Protocol (“VoIP”) UC Service. The Wabash emergency dialing service enables Customers to communicate with emergency services by dialing the applicable code (the codes by country are listed in the Appendix below). However, the Wabash emergency dialing service is different in important ways from traditional landline and cellular/wireless emergency services dialing, depending upon where the Customer is located, and the device used with the Wabash UC Service. Most Wabash Customers (including Softphone and Desktop app users) have access to the Wabash emergency services dialing. Customer agrees to notify any user or potential user of the UC Services who may place calls using Customer’s Services of the emergency services limitations described herein. If applicable, Customer agrees to place a label on and/or near each telephone or other Customer Equipment on which the Services may be utilized regarding the limitations or unavailability of emergency dialing.

Emergency Services Dialing and Limitations

Enhanced Emergency Service. With Enhanced Emergency service (“Enhanced Emergency Service”), when a Customer dials the country-specific emergency services number, a Wabash - assigned telephone number and the address assigned to the device placing the call are simultaneously sent to the local emergency center to enable emergency operators to send help and to call the Customer back, if necessary.

Basic Emergency Service. Customers in locations in which the emergency center is not equipped to receive the Customer’s telephone number and/or address, Wabash has what’s referred to as

basic emergency service (“Basic Emergency Service”). With Basic Emergency Service, the local emergency operator answering the call may not have the Customer’s call back number and/or exact location. Therefore, the Customer must be prepared to give his/her telephone number and address to the emergency operator. Until the Customer gives the requisite call back and location information to the emergency operator, the emergency operator may not be able to dispatch help or return the Customer’s call. This is especially the case if the call is not completed or forwarded, is dropped or disconnected, or if the Customer is unable to speak.

No Access to Either Enhanced or Basic Emergency Service. Certain Customers may not have access to either Enhanced or Basic Emergency Service. If the Customer does not have access to Basic or Enhanced Emergency Service, the Customer’s emergency call will be sent to a national emergency call center, if available within the country. In such a case, a trained agent at the emergency call center will ask the Customer for his/her name, telephone number, and location and will then contact the local emergency center for such location in order to send help. Examples of situations where emergency services calls will be sent to the national emergency call center (if available) include when there is a problem validating a Customer’s address, or the Customer is located in an area that is not covered by an emergency services network.

Deskphone, Desktop or Softphone App or Mobile Phone App Emergency Calls. If the Customer uses a Wabash provided Deskphone, Desktop or Softphone app, or the Wabash UC mobile phone app, emergency calls will be routed to the local emergency center serving the emergency location that is associated with the Deskphone, Desktop or Softphone app, or mobile phone app. Therefore, if the Customer is using the Deskphone, Desktop or Softphone app, or mobile phone app in a nomadic manner (e.g., from a hotel, from a home office, etc.), the Customer must update the emergency services location on an ongoing basis to ensure that emergency services calls will be sent to the appropriate local emergency center that serves the then current Customer location.

Automated Number Identification: Due to limitations at public safety answering points (“PSAP”), it may not be possible for the PSAP and the local emergency personnel to identify Customer’s telephone number (or the number assigned by Wabash) when Customer dials the emergency services number via Wabash’s emergency service. PSAP and emergency personnel may be unable to identify Customer’s telephone number in order to call Customer back in the event that an emergency call is unable to be completed, is dropped or disconnected, or if a caller is unable to speak to provide the telephone number from which the caller is calling, and/or if the Service is not operational for any reason including, without limitation, the reasons and situations listed elsewhere in this Acknowledgement.

Automated Location Identification. Due to limitations at PSAPs, it may not be possible to transmit identification of the Customer's physical location address to the PSAP and local emergency personnel for Customer’s area when Customer or any caller at Customer’s premises dials emergency services. A caller must state the nature of the emergency promptly and clearly, including the caller’s specific physical location, as PSAP and emergency personnel may NOT have this information. PSAP and emergency personnel may not be able to find a caller’s location if the

call is unable to be completed, is dropped, or disconnected, or if the caller is unable to speak to provide the location from which the caller is calling and/or if the Service is not operational for any reason including, without limitation, those reasons and situations listed elsewhere in this Acknowledgement.

Remember to provide accurate and updated physical location: Because a VoIP phone can be moved between locations and for technical reasons the emergency operator may not have the Customer's name, location or contact information available, Customer must immediately inform the emergency operator of the location of where the call is being made, as well as the contact particulars any time a call is made to the emergency services operator. Otherwise, there is a risk that the police or ambulance service may be sent to the wrong location.

Registered Location Required: Upon creation of the Customer account, Wabash initially assigns all extensions and devices to the physical street address on file for the Customer. Prior to Service activation, the Superuser or Administrator shall: (i) register additional emergency services locations where the UC Services are to be used, as necessary; and (ii) assign all Customer devices to such emergency services locations. In some cases, one extension may have multiple devices, and each such device needs to be assigned an emergency services location. An account Superuser or Administrator may register multiple emergency services locations per account and assign all active extensions and devices to such emergency services locations. Individual end users may assign and re-assign their current location(s) on an as-needed basis. The Customer agrees to ensure that the physical location(s) provided to Wabash are correct, and to immediately update such location(s) whenever the physical location(s) of the devices change. If a device will be used in a different or new location, a Customer administrator or Superuser must create and/or register the location for the device. If Customer does not register the new location, any emergency services call made from the device may be sent to an emergency center near the prior, registered location. In most cases, the registration process occurs in real-time. In some cases, the registration will be referred to an emergency services provider for validation, which could take days. Customer (i) acknowledges and understands that any location information passed to emergency personnel by Wabash will be based upon the physical location information provided by the Customer and (ii) agrees to promptly assist Wabash with validating an emergency services location address that has been rejected by the emergency services provider. The Customer will receive a confirmation email when the emergency services location has been validated for: (i) the initial registered location; and (ii) for any subsequent locations submitted by the Customer.

Failure to designate and identify the correct physical address: Customer's failure to provide and keep current Customer's correct physical location(s) may result in any emergency services call or other emergency communication made by Customer or from Customer's actual location (if different from the location previously supplied to Wabash by Customer) being routed to the incorrect local emergency service provider. Most post office addresses are not eligible as a validated emergency services location. Customer's physical location(s) may NOT be a mail drop or similar address. Neither Wabash nor Customer shall assume under any circumstances that Customer's physical office location for Enhanced Emergency Services calling purposes is the same as Customer's billing address for receipt of invoices.

Service Interruption

VoIP phone service depends not only on a continued subscription (and payment) for the Service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if a service is disconnected or suspended due to non-payment, Customer may experience a failure, disruption or delay in contacting emergency services. Wabash recommends that Customer maintains an alternative phone service (such as a cellular telephone) to ensure access to emergency services during any service interruption.

Power Failure or Disruption: Emergency dialing will not function in the event of a broadband, power, satellite or ISP Service failure or disruption. If there is an interruption in the power supply, a power surge, or a power failure, the Service and emergency dialing will not function until power is restored. A power failure, power surge or power disruption may require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency calls.

Service Suspension or Termination by Wabash: A Service outage or suspension (including, without limitation, suspension of Service due to billing issues or delinquent or unpaid invoices) or termination of Service by Wabash will prevent ALL Service, including the ability to make emergency calls.

Other Service Outages: If there is a Service outage for ANY reason, such outage will prevent ALL Service, including the ability to make emergency calls.

Do not disconnect: Until told to do so by an emergency dispatcher, do not disconnect an emergency services call. If the call is inadvertently disconnected, call back immediately.

Keep the service address up to date: Wabash will attempt to provide the emergency operator with the applicable service address, so ensure that the information on file with Wabash is always accurate and updated. Failure to do so may result in the emergency operator assuming that the call location is the last registered address.

Inform other users: Customer must notify all employees and other potential users of the VoIP phone service of the nature and limitations of emergency services calls.

Disclaimer/limitation of liability: Customer's use and use by Customer's guests and other third parties of Wabash's emergency services dialing are subject to the limitations described herein.

CUSTOMER ACKNOWLEDGES AND AGREES THAT WABASH'S LIABILITY IS STRICTLY AND EXPRESSLY LIMITED FOR ANY SERVICE OUTAGE OR INABILITY TO COMPLETE EMERGENCY SERVICES CALLS FROM ANY CUSTOMER LINE OR CUSTOMER LOCATION OR TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS WABASH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LAWSUITS, LOSSES, DAMAGES,

LIABILITY, FINES, PENALTIES, COSTS, AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS, ARISING FROM, OR RELATED TO, ANY ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, EMERGENCY SERVICES CALLING AND/OR INABILITY OF CUSTOMER OR ANY CUSTOMER EMPLOYEE, THIRD PERSON OR PARTY, OR USER OF WABASH'S SERVICE TO BE ABLE TO CALL THE EMERGENCY SERVICE NUMBER IN YOUR COUNTRY OR TO ACCESS EMERGENCY SERVICE PERSONNEL. IN NO EVENT SHALL WABASH BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES RELATED TO CUSTOMER'S (OR ANY CUSTOMER EMPLOYEE, AGENT, OR CONTRACTOR, OR THIRD PERSON OR THIRD PARTY OR USER OF WABASH BUSINESS'S SERVICE) USE OF OR INABILITY TO USE EMERGENCY SERVICES.

By accepting and using the Wabash products and services, Customer represents, warrants, agrees and acknowledges that Customer has read, understands and agrees to the terms and conditions of this Emergency Services Acknowledgement and is duly authorized to acknowledge this document.

APPENDIX

COUNTRY SPECIFIC EMERGENCY SERVICES INFORMATION

Country emergency services dialing codes

Canada

- 911 - Emergency services call center

United States

- 911 - Emergency number for Police, Ambulance & Fire