

NOMADIC E911 SERVICE TERMS AND CONDITIONS

Service Description. XO's Nomadic 911 Service is an optional feature which may be added to services utilizing XO's Voice Over Internet Protocol: IP Flex, XOptions Flex, IP Flex with Virtual Private Network (VPN), SIP Trunks, Enterprise SIP, Hosted PBX, iPBX and Worktime when installed on a PC or a Smartphone ("VOIP Services"). XO's Nomadic 911 Service enables the routing of E911 emergency calls from a particular Customer Premises where a Service is established, as well as any location other than such Customer Premises, to the appropriate public safety answering point ("PSAP"), designated statewide default answering point, or appropriate local emergency authority as required that serves Customer's or its End User's physical location. In order to utilize XO's Nomadic 911 Service, Customer must comply with the terms and conditions set forth below.

Customer Obligations:

1. Customer agrees that it shall only use the Nomadic 911 Service for the routing of 9-1-1 calls and for no other purpose and shall take all reasonable steps to ensure that the Nomadic 911 Service is not used for any other purpose by its End Users.
2. "Endpoint" means a hardware device or software instance that can make and receive voice calls utilizing VoIP Services. Customer (or its End Users) is required to provide information identifying the physical location for each Endpoint ("Endpoint Data") via the web based management interface ("Interface"). Such Endpoint Data shall be as specific as possible to provide emergency personnel the information they require and shall include the floor number, suite number, and/or wing and other information as applicable. Customer (or its End Users) is required to (i) enter into the Interface the Endpoint Data for each Endpoint and associate it to the physical location(s) of the relevant Endpoint(s); (ii) update all Endpoint Data entered into the Interface for each physical location and Endpoint related thereto; and (iii) update through the Interface the Endpoint Data to the extent that a location increases or decreases the number of Endpoints to its telephone line or modifies an existing Endpoint. Customer shall advise its End Users of the obligations set forth in this paragraph. The most recent Endpoint Data entered into the Interface that identifies the physical location of an End User is the registered location of the End User ("Registered Location").
3. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY CUSTOMER'S OBLIGATION AND RESPONSIBILITY TO ADVISE EACH END USER THAT CORRECT, ACCURATE AND CURRENT ENDPOINT DATA MUST BE ENTERED INTO THE INTERFACE (BY EITHER CUSTOMER OR END USER) FOR EACH ENDPOINT. NEITHER XO NOR ITS VENDOR SHALL BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY WHATSOEVER ARISING OUT OF THE FAILURE ON THE PART OF THE CUSTOMER OR ITS END USERS TO PROVIDE ACCURATE ENDPOINT DATA.
4. Customer or its End Users entering the Endpoint Data will be notified via the Interface of any invalid or incomplete Endpoint Data entered by it. In such case, Customer or End Users shall re-enter valid or complete Endpoint Data in the Interface. In the event that the Customer or End User is unable to enter such valid or completed Endpoint Data, Customer shall open a support ticket to correct the problem.
5. Customer acknowledges that neither XO nor its vendor shall be liable for any claims arising from any efforts undertaken by XO, its vendor or vendor's contracted external call center ("ECC") to correct any failover calls, including, without limitation, in the case where data connectivity between the Endpoint address database and the ECC is interrupted and where the ECC is unable to re-route a failed emergency 9-1-1 call to the appropriate PSAP or where such End User provides the ECC or the PSAP with invalid or incorrect information regarding their location or callback number.
6. LIMITED WARRANTIES AND DISCLAIMERS
 - (a) Disclaimer of Warranties. EXCEPT AS SET FORTH HEREIN, XO DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE SERVICES OR THE NOMADIC 911 SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, XO MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE SERVICES OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OF MERCHANTABILITY, MERCHANTABILITY OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A CAUSE OF DEALING OR USAGE OF TRADE.

(b) Disclaimers Regarding Nomadic 911 Service. Customer acknowledges and agrees that the Nomadic 911 Service may not function correctly, or at all, in the following circumstances:

(i) if Customer's network fails, is not configured correctly or does not meet the system specifications for use with the Nomadic 911 Service;

(ii) in the event of a network outage or extended power failure that it is outside the control of XO;

(iii) if Customer or its End User(s) fails to provide and maintain accurate Endpoint Data;

(iv) following the suspension or termination of the Nomadic 911 Service in accordance with the terms and conditions herein;

(v) if there is network congestion that is outside the control of XO; or

(vi) if the emergency dispatcher does not promptly or properly answer or route the call or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP.

7. Customer must identify, and provide XO with a list of, each telephone number for which Nomadic 911 Service is to be provided. Nomadic 911 Service is not available for telephone numbers for which customer uses a Private Switch Automatic Location Information ("PS/ALI") vendor.

Customer acknowledges and agrees that neither XO nor its vendor will be liable for any Nomadic 911 Service outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described in Section 6(b) or the general characteristics and limitations of emergency dialing. Customer hereby releases XO and its affiliates and their respective officers, directors, employees, and agents and XO's vendor and its affiliates and their respective officers, directors, employees, and agents from any losses, liabilities, damages, fines, penalties and costs arising from any actions or claims made against XO or its vendor by, or on behalf of, Customer, an End User or any third party related to any Nomadic 911 Service outage, degradation or error, or inability to, or delay in, accessing emergency service personnel, for the reasons set out in Section 6.

Customer acknowledges and agrees that for those telephone number for which Nomadic 911 Service is not provided by XO, Customer is responsible for ensuring that no calls to a public safety answering point ("PSAP") or other emergency answering point can be made via any XO Service from any location other than the particular Customer Premises at which a Service is being provided by XO.

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