

# SELECT VOICE & DATA COMMUNICATIONS SERVICE AGREEMENT LAST UPDATED: JULY 2, 2018

This Select Voice & Data Communications Service Agreement contains the terms and conditions between you, the Customer, ("You") and Select Voice & Data applicable to the Select Voice & Data Communications Service. This Select Voice & Data Communications Service Agreement is a part of the Master Subscription Agreement, or any such agreement ("MSA"), and is effective without limiting, waiving and notwithstanding any of the provisions of the MSA. This Select Voice & Data Communications Service Agreement will be read in connection with the MSA and not in conflict with the MSA. In the event of discrepancy between this Select Voice & Data Communications Service Agreement, and the MSA, this Select Voice & Data Communications Service Agreement" shall prevail but only to the extent of the express purposes hereunder set forth; otherwise, the MSA shall prevail.

## 1. Emergency Calling Select Voice & Data Communications Service

(A) Access to Emergency Services. As part of its provision of the Select Voice & Data Communications Service on Your behalf, Select Voice & Data shall provide access to local emergency services, including E911 services, in accordance with applicable laws and regulations.

(B) Registered Location Information. In order for Select Voice & Data to transmit accurate location information of a caller dialing 9-1-1, You acknowledge that You are responsible for registering the location information of Equipment, and each other device using the Select Voice & Data Communications Service ("Registered Location") by entering the Registered Location in a location database accessible through Select Voice & Data's emergency services web interface. Select Voice & Data shall provide You with the url and any required login credentials for Select Voice & Data's emergency services web interface. Select Voice & Data shall not initiate the Select Voice & Data Communications Service prior to Your having completed entry of Registered Location information. If at any time during the term of the Agreement, Select Voice & Data is unable to validate a User's address, the User is identified with an out of country location or jurisdiction, an invalid location or the User is located in an area that is not covered by the Wireline E911 Network (as such term is defined in 47 C.F.R § 9.3), Select Voice & Data shall terminate the call at a centralized emergency call center. You acknowledge that any call terminated by Select Voice & Data at the centralized emergency call center may not have accurate automated location or call back information and that a trained agent at the centralized emergency call center will ask callers for their name, location, and telephone number, then contact the appropriate local public safety answering point ("PSAP") or other applicable local emergency response services. You further acknowledge that this process, necessitated through no act or omission of Select Voice & Data, may delay the responsiveness of the emergency services.

(C) Required Notifications. In accordance with applicable regulations, Select Voice & Data hereby notifies You that access to E911 specifically, and emergency services generally, may be compromised or unavailable in certain situations, including any of the following:

- relocation of Your premises equipment (“PE”) where, following such move, the PE is not reset, reconfigured, or the location of the new PE updated/re-registered in Select Voice & Data’s emergency services web interface; • Your use of a non-native telephone number;
- failure of the broadband connection to Your location where the Select Voice & Data Communications Service is provided;
- loss of electrical power at Your location where the Select Voice & Data Communications Service is provided;
- delays in Your providing Registered Location information, or the passage of an insufficient amount of time in accordance with this Agreement for Select Voice & Data to update its location database after Your entry of new Registered Location information; • suspension of the Select Voice & Data Communications Service as a result of Select Voice & Data exercising any of its rights under the Agreement to suspend or terminate the Select Voice & Data Communications Service; 2 Select Voice & Data Communications Service Agreement Proprietary and Confidential Vers.07.02.1.18 2
- calls that may not connect to the PSAP, or improperly ring to the administrative line of the PSAP, which may not be staffed after hours, or by trained 911 operators;
- calls may connect to the PSAP, but not automatically transmit the User’s phone number and/or location; or,
- congestion on Your broadband connection or the Internet prior to accessing the point of demarcation for the Select Voice & Data Communications Service database.

In further accordance with applicable regulations, You hereby acknowledge Your receipt and understanding of the limitations set forth above, and shall inform Users of the Select Voice & Data Communications Service accordingly.

(D) PSAP Limitations. You acknowledge and understand that Select Voice & Data’s transmission of Registered Location and call-back information may not be usable by any PSAP that lacks the technical capability to receive, process, and use such information. You further acknowledge and understand that in cases where a PSAP, designated statewide default answering point, or appropriate local emergency authority is not capable of receiving and processing either ANI or location information, Select Voice & Data is not obligated to transmit such information. Notwithstanding the foregoing, Select Voice & Data shall, in all cases, transmit over the Wireline E911 Network all emergency calls to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller’s Registered Location.

(E) Updates to Registered Location Information. If You change any Registered Location information using Select Voice & Data’s emergency services web interface, the Registered Location shall be updated and effective in Select Voice & Data’s database no later than the following timeframes, after Your entry: (i) in the case of Registered Location information entered during business hours, forty-eight (48) hours; and (ii) in the case of Registered Location entered outside of business hours, as soon as practicable but no later than the business day following entry, if such entry occurs outside of business hours. For purposes of this Section 1 (E) and the below Section 1 (F), “business hours” shall mean the hours between 8:00 a.m. Eastern Time and 10 p.m. Eastern Time, Monday through Friday, not including national holidays, as observed by the United States government. Select Voice & Data shall transmit the updated Registered Location information promptly after it becomes effective in Select Voice & Data’s database in accordance with the preceding sentence.

(F) Changing Your Primary Phone Number. You acknowledge and understand that if You change Your primary phone number, You will not be able to change Registered Location information within the following time periods following Select Voice & Data's receipt of notice of the change in Your primary phone number: (i) forty-eight (84) hours, if You have provided notice to Select Voice & Data during business hours; and (ii) as soon as practicable but not later than the next business day if You have provided notice outside of business hours. During any time prior to completion of an update, any 911 calls will be routed based upon the Registered Location that was in Select Voice & Data's records before You had changed Your primary phone number.

(G) Indemnification for Third Party Claims. The following provisions relating to Indemnification shall apply only to third party claims resulting from any damages caused by the failure of access to or completion of calling to emergency services as described in this Section 1:

(i) You shall Indemnify Select Voice & Data, and its Parties for any proven third party claims, losses, damages, fines, penalties, costs and expenses (including attorneys' fees) resulting from any of the circumstances set forth in subsection (C) above that are caused by any Your acts or omissions.

(ii) In the event that a third party claim for losses, damages, fines, penalties, costs or expenses caused by or resulting from acts or omissions relating to your use of the Select Voice & Data Communications Service but not set forth in subsection (i) above and that are not specifically attributable to Select Voice & Data's acts or omissions, You shall assume full responsibility for payment of the claim. To the extent that a judgment as described in this subsection (ii) is rendered against Select Voice & Data, You shall assume responsibility, reimburse 3 Select Voice & Data Communications Service Agreement Proprietary and Confidential Vers.07.02.1.18 3 You acknowledge and agree that, Select Voice & Data does not have any control over whether, or the manner in which, calls using Select Voice & Data's emergency calling service are answered or addressed by any local emergency response center. Select Voice & Data disclaims all responsibility for the conduct of local or centralized emergency response centers and will not be liable to You or Your Related Parties, their respective Users or any other persons for such centers' conduct.

Select Voice & Data asserts immunity and other protection from liability under both state and federal law in connection with its provision of 911 dialing service as part of any Internet-based Service.

## 2. Non-Emergency Select Voice & Data Communications Service And Select Voice & Data Communications Services, Generally

(A) Business Use of Non-Emergency Select Voice & Data Communications Service and Equipment. You shall not resell or transfer the Select Voice & Data Communications Service or device to any other person for any purpose. You agree that the Non-Emergency Select Voice & Data Communications Service does not confer the right to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting. Select Voice & Data reserves the right to immediately terminate, modify or upgrade the Non-Emergency Select Voice & Data Communications Service, if Select Voice & Data determines, in its sole discretion, that Your use of the Non-Emergency

Select Voice & Data Communications Service is being used for any of the above listed uses in this Section (A).

(B) Notice of Rate Changes. Select Voice & Data may change the usage fees for the Select Voice & Data Communications Service from time to time. Select Voice & Data may decrease prices without providing advance notice. Changes to any other rates, charges, or terms or conditions to this Select Voice & Data Communications Service Agreement will be published at [www.selectvoiceanddata.net](http://www.selectvoiceanddata.net) and will be hereby be deemed incorporated by reference into this Select Voice & Data Communications Service Agreement.

(C) Timing of Calls. Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some ex-United States carriers (with whom Select Voice & Data must interconnect in order to terminate calls to ex-United States countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Select Voice & Data for a completed call. In these situations, Select Voice & Data will charge for the call as if it were answered by the called party.

(D) Use of Select Voice & Data Communications Service and Equipment Outside the United States. If You remove the Equipment to a country other than the United States and use the Select Voice & Data Communications Service from there, You do so at Your own risk, including the risk that such activity violates local laws in the country where You do so. You are liable for any and all use of the Select Voice & Data Communications Service and/or Equipment outside of the United States by any person making use of the Select Voice & Data Communications Service or Equipment provided to You.

(E) Service Outages. Please refer to the above Section 1 (C). ("Required Notifications")

(F) Unauthorized Use of Equipment, Firmware or Software. All Equipment and software (including the Software) provided therewith, or with the Select Voice & Data Communications Service, remain the exclusive property of Select Voice & Data and nothing in this Select Voice & Data Communications Service Agreement shall grant You the right to license or to use the Equipment or S/software other than as expressly stated herein or elsewhere in the Agreement. You acknowledge that You are not given any license to use the S/software used to provide the Select Voice & Data Communications Service in conjunction with providing the Services, or embedded in the Equipment, other than a nontransferable (except in connection with a transfer of the applicable Equipment), revocable license to use such S/software (without making any modification thereto) strictly in accordance with the terms and conditions of this Select Voice & Data Communications Service Agreement, and that the Equipment is exclusively for use in connection with the Select Voice & Data Communications Service. If You decide to use the Services through an interface device not provided by Select Voice & Data, which Select Voice & Data reserves the right to prohibit in particular cases or generally, You represent and warrant that You possess all required rights, 4 Select Voice & Data Communications Service Agreement Proprietary and Confidential Vers.07.02.1.18 4 including software and/or firmware licenses, to use that interface device with the Select Voice & Data Communications Service and You will Indemnify Select Voice & Data and its Related Parties against any and all third party claims that Your use of such interface device with the Services infringes such third party's Intellectual Property Rights.

(G) Tampering with the Equipment. You agree not to change the electronic serial number or equipment identifier of any Equipment, or to perform a factory reset of any Equipment, without express permission from Select Voice & Data. Select Voice & Data reserves the right to terminate Services to any Equipment if You tamper therewith in any manner unless expressly authorized by Select Voice & Data in a writing signed by a authorized signatory for such permission.

(H) Number Transfer on Service Termination. Select Voice & Data will release the telephone number that You had ported to Select Voice & Data and used in connection with the Services, to Your new service provider, if such new service provider is able to accept such number, upon Your termination of the Services and delivery of any documentation required by the number administrator.

(I) Service Distinctions. You acknowledge and understand that the Select Voice & Data Communications Service does not comprise a telephone service. Important distinctions exist between telephone service and the Select Voice & Data Communications Service. Select Voice & Data Communications Service is subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect Your rights of redress before regulatory agencies.

(J) Collect Call and Operator Services. Select Voice & Data does not offer collect call or operator services via the Select Voice & Data Communications Service, or otherwise.

(K) International Services.

(i) Foreign Carrier Restrictions. Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit Your ability use the Select Voice & Data Communications Service. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

(ii) Foreign Carrier Acts or Omissions.

(a) When other U.S. or ex-U.S. carriers and ex-U.S. telecommunications administrations use facilities to establish connections to points not reached by Select Voice & Data's network, Select Voice & Data is not liable for acts or omissions of other carriers or ex-U.S. telecommunications administrations.

(b) International calls are priced on the basis of the country and city codes that You have dialed. When the facilities of other U.S. or ex-U.S. carriers are used in establishing connections to points not reached by Select Voice & Data's network, Select Voice & Data is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

(L) Surcharge. In addition to surcharges that may be found in the applicable calling plan for Select Voice & Data Communications Service, Select Voice & Data may adjust its rates and charges or impose additional rates and charges to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges").

(M) All of Your Indemnification obligations under this Select Voice & Data Communications Service Agreement shall be subject to and in accordance with the Indemnification Section of the Agreement.

### 3. Restrictions on the Use of Service

(A) Select Voice & Data offers its Select Voice & Data Communications Service subject to availability of facilities, limitations of service offerings, and the provisions of this Select Voice & Data Communications Service Agreement.

(B) Services provided by Select Voice & Data under this Select Voice & Data Communications Service Agreement will not be used: (i) for any unlawful purpose; (ii) for making telephone calls that use automatic dialing devices and 5 Select Voice & Data Communications Service Agreement Proprietary and Confidential Vers.07.02.1.18 5 terminate into electronic information services, pay-per-call services, or other domestic or international audio or text services; or (iii) for international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.

(C) Select Voice & Data may (i) deny, for any lawful reason, Your request for Select Voice & Data Communications Service, or (ii) limit or allocate the facilities available to or used by any Service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to Your existing and future customers based on Your forecasted requirements; or for any other lawful reason. You are fully responsible for securing the requisite bandwidth and other facilities necessary for the operation of the Select Voice & Data Communications Service. You shall fully Indemnify Select Voice & Data and its Related Parties for any and all claims related to the insufficiency of bandwidth, or insufficiency or lack of any other of Your facilities.

(D) Select Voice & Data may, without prior notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain of Your authorization codes, whenever Select Voice & Data deems it necessary to take such action to prevent (i) the unlawful use of Services; (ii) fraud; (iii) the use of Services in violation of this Select Voice & Data Communications Service Agreement; or (iv) network blockage or the degradation of Service furnished to You or other customers. Select Voice & Data will provide You with notice of any such action and the reasons therefor as soon as reasonably practicable, and will remove such blockage when the condition leading thereto has been remedied to Select Voice & Data's reasonable satisfaction; such notice may be by email or by phone with email followup to Your designated contact.

(E) In addition to, and without limiting any provisions regarding security of the Services in the Agreement, You shall maintain reasonable and adequate security over all Select Voice & Data Communications Service lines, Equipment and all other facilities employed in Your use of the Select Voice & Data Communications Service. In any event, You shall not employ less stringent security over the foregoing than the security You maintain over Customer Data and Your other Confidential Information and Your sensitive equipment, locations and other facilities