

EMERGENCY SERVICES POLICY

Last Updated: November 29 2021

This Policy forms part of, and is governed by the Smart City Hosted Voice Services Schedule and the Agreement, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement or the Smart City Hosted Voice Services Schedule.

Smart City provides access to emergency calling services, allowing most Smart City Hosted Voice users to access either basic 911 or Enhanced 911 (E911) service. Smart City Hosted Voice users with a **Digital Line with 911 service provisioned** for that Digital Line, using IP Desk Phones or Softphones, can dial 911 directly from their IP Desk Phones or Softphone. **Digital Lines without a separate 911 service provisioned will use the default contracted physical registered address for 911.**

VIRTUAL EXTENSIONS AND MOBILE USERS CANNOT COMPLETE 911 CALLS.

With Smart City Hosted Voice Services, emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

YOU SHOULD BE AWARE THAT THERE ARE SOME CIRCUMSTANCES UNDER WHICH YOUR E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN SOME WAY. YOU ARE STRONGLY ADVISED TO FAMILIARIZE YOURSELF WITH THIS SECTION AND DISCUSS IT WITH YOUR SMART CITY REPRESENTATIVE IF THERE IS ANYTHING YOU FIND CONFUSING OR THAT YOU DO NOT UNDERSTAND.

E911 SERVICE FEE. CUSTOMERS THAT ARE REQUIRED TO SUBSCRIBE TO SMART CITY E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE FEE (IN ADDITION TO ANY APPLICABLE STATE 911 TAX BASED ON CUSTOMER'S SERVICE ADDRESS). THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE SERVICE FEES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR SMART CITY E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES SMART CITY FOR THE DIRECT COSTS IT INCURS IN PROVIDING SMART CITY E911 SERVICE, INCLUDING EXPENSES SMART CITY INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO CUSTOMERS SUBSCRIBING TO THE SERVICES. SMART CITY RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS.

1. Registering Your Location

You must register the address of the physical location where you will use each Digital Line with Smart City immediately upon activation of your End Point. This is your Registered Address. You or your Customer Account Administrator must accurately register each individual line by completing and emailing a 911 address update form to Smart City's local representative utilizing the local published contact information. You must use Smart City Hosted Voice services only at the Registered Address provided for the applicable Digital Line. If you move a registered device, you must immediately update the Registered Address with the new physical location of the device with Smart City by submitting the 911 address update form. If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. It may take up to 72 hours for the address update to take effect and a confirmation email will be sent once the update is live. If a confirmation has not been received, assume the changes have not been completed and it's not safe to

relocate the End Point. Customers with more than one Digital Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Digital Line, and that their End Users are aware of how the Registered Address can be changed.

Confirmation of Activation Required. Your 911 dialing feature will not be activated for any phone line that you are using with our Services, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT DIGITAL LINE.

2. Service limitations

Smart City 911 service will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or Smart Office Service is terminated; (iii), with respect to only the Smart City Mobile Application, if you do not have mobile service, as the Smart City Mobile Application cannot send emergency calls over Wi-Fi access; and (iv) in countries outside of the United States. It is possible that network congestion may delay or prevent completion of any 911 call. You will not be able to complete a 911 call if you move to a physical location outside the country in which your Digital Line is provided, or if you are dialing from a Smart City number that is not a United States number.

Users uncomfortable with any of these limitations should use an alternate means of reaching 911.

3. How it Works

When you dial 911 using Hosted Voice services from Smart City, the Smart City Hosted Voice phone number and the Registered Address you have provided is sent to the local emergency center serving your location. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see your Smart City Hosted Voice telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your Smart City Hosted Voice telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. Smart City does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 911 calls dialed from your Smart City Hosted Voice device cannot be directed to the local emergency response center and are instead directed to a National Emergency Call Center (the "NECC"). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include your Smart City Hosted Voice telephone number or your registered address. Trained operators at the NECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, the operator may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

4. Mobile Applications

Calls to 911 placed through the Smart City Hosted Voice Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the 911 call cannot be placed. The Smart City Hosted Voice Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the Smart City Hosted Voice Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

In some areas, emergency operators are able to receive text messages sent to 911. Texts to 911 by Smart City Hosted Voice users relying on the Smart City Hosted Voice Mobile Application are automatically directed to the native dialer on the mobile phone, allowing you to send the text through your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to-911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

5. Notification of Employees, Guests, or Other Users

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of Smart City 911 Service from your Smart City IP phone, other equipment, or the Smart City Softphone. **Customer must affix a Smart City-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services, as required by 47 C.F.R. § 9.5.**

Customer is required to provide a valid email address for a site contact in the event a 911 call is placed. It is the Customer's responsibility to inform Smart City of any changes to the site contact in the event this information changes which can be done via the Smart City 911 update form.

6. Disclaimer of Liability for Emergency Call Response

Your use, and use by your employees, guests and other third parties of Smart City's 911 Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your Smart City Hosted Voice telephone number, depends on whether local emergency response centers support those features, and other factors outside of Smart City's control. Smart City relies on qualified third parties to assist us in routing 911 calls and text messages to local emergency response centers and to the NECC. Smart City does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. Smart City disclaims all responsibility for the conduct of local emergency response centers, the NECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless Smart City from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.

Customer indemnifies and holds harmless Smart City, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to Smart City of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.