

BT VOIP Obligations

Annex to Voice Schedules

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Part A – The Basics

A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

Phrases that refer to 'both of us' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

1 APPLICATION OF THIS ANNEX

- 1.1 The terms in this Annex apply in addition to those in:
 - 1.1.1 the BT One Voice Schedule to the General Terms, if the Service described in the Schedule is provided by BT to you in the United States of America, Canada or Turkey, as applicable.
- 1.2 Any provider of VOIP service is required to comply with regulatory requirements such as for the routing of emergency calls. This Annex enables BT to comply with relevant regulatory requirements.
- 1.3 You will also have obligations regarding emergency calling service laws and you will comply with such laws.

Part B – United States of America Specific Terms

The terms in this Part B apply where the Service is provided by BT to you in the United States of America .

2 REGULATORY SERVICE EXCEPTIONS

- 2.1 BT will not commence provision of the Service until you provide a signed Letter of Acknowledgement stating that you understand the limitations of VOIP and E911 services, that you will communicate the same to the Users, and be responsible for provision and placement of any Sticker Labels or signs on or near equipment used over your WAN to access the Service.
- 2.2 BT will provide E911 service only in locations where E911 service is available and only as described in this Annex. In all other locations, BT will provide Basic 911 service where it is available.
- 2.3 If the 911 service does not work for whatever reason, BT will not be liable for failure to supply the 911 service.
- 2.4 BT will, via BT's PSAP routing supplier determine the TN of the caller and the User's corresponding location information as registered in BT's routing supplier's ALI database. The routing supplier will route the call to the PSAP. A User's ability to access the appropriate PSAP depends on the type, configuration and location of the phone used.
- 2.5 BT will have no ability or obligation to provide emergency calling services for any call that does not include ANI and will not be liable for any Claims arising from any efforts undertaken by BT or BT's routing supplier to provide emergency calling services under such circumstances. The ANI transmitted may be the CPN, TN, DID or BTN depending on your configuration.
- 2.6 BT may refuse provisioning or modification of features of the Service if such provisioning or modification adversely affects the 911 service.
- 2.7 If a User uses a TN from a local exchange area different from where the caller is located, E911 service may be limited or unavailable.
- 2.8 Users whose primary registered locations are not in the US will not be able to access E911 service via VOIP because their non-US TN's may not be processed by underlying emergency services systems and databases.
- 2.9 BT's PSAP service provider will provide call centre services as a fall-back to assist with E911 call completion. If BT's PSAP service supplier receives a call for which no ANI record can be found in the 911 database, that call will be routed to an emergency call centre for handling. Call centre personnel will attempt to query the caller for location information and manually route the call to the caller's serving PSAP. All 911 calls that appear to originate from 8XX toll free TN's will also be routed to the emergency call centre. BT will raise a call handling charge per occasion as set out in the applicable Order.
- 2.10 BT may terminate the Service, or any portion of it, if performance is held by an applicable regulatory agency or court to violate any applicable order, regulation, rule or policy.

3 YOUR OBLIGATIONS

- 3.1 In order for BT to provide E911 service you will:
 - 3.1.1 provide a signed Letter of Acknowledgement;
 - 3.1.2 register the initial and primary physical locations of all your Users who will access and use BT's VOIP service;
 - 3.1.3 follow BT's procedures and instructions and communicate to each of your Users their own procedures and instructions for updating a User's registered physical location as soon as a User moves to a new location from which they might access BT's VOIP service, and ensure that your Users follow such instructions. This includes providing a contact for Users to call to request location changes. That contact will be responsible for contacting BT to request such changes and will be available 24 hours a day, 7 days per week;
 - 3.1.4 ensure (via the placement of Sticker Labels on handsets or other means) that Users do not use the Service unless the Users' current location corresponds to the location information registered in the PSAP routing supplier's ALI database;
 - 3.1.5 ensure that neither you nor your Users block their TN on their PBX's or handsets when calling 911;
 - 3.1.6 provide live technical assistance 24 hours a day, 7 days per week, in the event that a PSAP needs to provide information that may assist with call trace, hostage situations, investigation of prank calls and other related activities; and

- 3.1.7 ensure that if a User is located in an area where the PSAP does not support E911, and does not have immediate access to the User's location when the User calls 911, that the User is prepared to give the operator the location information.
- 3.2 If you provide BT with an incomplete list of ANI addresses, or generic address locations, then you will be responsible for providing the PSAP, or responders, with the complete and accurate location information of the User requesting emergency services.
- 3.3 For each TN or DID number used in connection with the Service you are responsible for providing and ensuring that your Users provide and keep up-to-date a correct and valid emergency response address for that number with sufficient information to enable emergency responders to locate the calling party, including if the User location is a multi-story building, you will provide floor and suite number as a minimum in addition to address information.
- 3.4 You will promptly update information provided under Paragraph 3.3 whenever necessary to reflect changes and will ensure it is accurate and complete at all times. BT will forward the ANI with every call to BT's PSAP routing supplier for processing.
- 3.5 You will ensure that a User updates their location information as soon as that User moves to a new location from where it might access BT's VOIP service. It may take up to 75 minutes for a User's updated location information to be validated and accepted in the PSAP routing supplier's database. You will ensure that the Users know that E911 service will not be available from an updated location until validation and acceptance is complete.
- 3.6 You and your Users will waive any privacy afforded by non-listed/non-published services to the extent necessary to furnish information to BT's PSAP supplier or the PSAP, and you will be responsible for ensuring that the Users are informed and understand that their privacy rights are waived.
- 3.7 You will upload only landline or VoIP User records that are registered to your account into BT's PSAP routing supplier's database. Mobile phone records may not be entered into BT's PSAP routing supplier's database.
- 3.8 You represent and warrant that you will notify all Users of the Service of the procedures that the Users will follow to register a new location before moving an IP phone or soft-phone and the effects of re-registration of User addresses on existing User office phones and E911. You will be responsible for any third-party Claims and liability arising from your failure to comply with this Paragraph 3.8.
- 3.9 BT will provide access to E911 for the Service only at the User's registered site locations. If a VOIP phone is used at a location other than at the User's registered site locations, E911 will not operate properly. You are responsible for informing Users that it is their responsibility to use the tools available to update their registered address.
- 3.10 You represent and warrant that neither you nor your Users will misrepresent or conceal the nature, origin, or destination of any of your or your User's traffic, and will use reasonable efforts to transmit your signalling ANI or equivalent information regarding the User originating each call.
- 3.11 You will test the 911 service after initial installation in collaboration with BT and BT's 911 routing supplier and periodically throughout the duration of Service. You will inform BT if any issues are noted with the 911 service. You will test the location update process with BT and share results of such tests at BT's request.
- 3.12 If the Service enables Users to use the Service at locations other than yours or the Users registered site locations ("**Nomadic Service**"), BT may not detect when a User uses the Service at such locations, and you warrant you will:
- 3.12.1 detect when a User has moved their VOIP phone (any device used for VOIP calling) to a non-registered location, and suspend service unless and until either you verify that the User is at the location for which the phone is registered for Service or re-register the phone for Service at the User's current location;
 - 3.12.2 only permit Nomadic Service when E911 calls made via the Nomadic Service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC E911 requirements; and
 - 3.12.3 otherwise block all VOIP calls attempted to be made via the Nomadic Service. Users who use a phone at a Site where Service has been enabled but which the ANI has been registered at another location will still be able to place the outbound 911 call; however the calls will be directed to the PSAP for the ANI and not necessarily the PSAP serving the location where the phone is located.
- 3.13 You will be responsible for all third-party Claims and liability arising from your failure to comply with Paragraph 3.12.
- 3.14 BT will only store query records for 90 days after the end of each billing cycle and which relate to that billing cycle.

4 ACCESS LIMITATIONS

- 4.1 The Service, including Basic 911 and E911 will not be available if:
- 4.1.1 The access connection is not available;

- 4.1.2 there is a loss of electricity service at a Site which may interrupt the Service. You are responsible for the implementation of any battery backup system for the Service that you deem necessary; or
 - 4.1.3 any Customer Equipment failures or malfunctions. It is your responsibility to ensure that all Customer Equipment is properly connected and configured.
- 4.2 BT will not be liable for any loss or damages related to loss of Service including Basic 911 and E911 services if any of the events listed in Paragraph 4.1 occurs.

5 LIMITATION OF LIABILITY AND DISCLAIMERS

- 5.1 To the extent allowed under Applicable Law, you agree that if there is no gross negligence or wilful misconduct by BT, BT's directors, officers, employees, and agents, BT will not be liable for any loss or damage sustained by you, your interconnecting carriers or your Users due to any failure in or breakdown of the communications facilities associated with providing the Basic 911 or E911 services, or for any delay, interruption or degradation of the Basic 911 or E911 Service whatsoever that is beyond BT's control. Both of us waive any claim that these exclusions or limitations deprive either of us of an adequate remedy or cause the Contract to fail in its essential purpose.
- 5.2 You agree to indemnify, defend, and hold harmless BT, BT's directors, officers, employees, agents, consultant, contractors, subcontractors, BT affiliates or BT's other representatives from any Claims by any party or parties arising out of or related to:
- (a) any third party claims;
 - (b) any governmental or administrative actions;
 - (c) the use or attempted use of the Services for purposes of placing Basic 911 or E911 calls;
 - (d) any breach of the Contract by you;
 - (e) any claims of invasion of the right of privacy or confidentiality of any person or persons based upon disclosure to the applicable PSAP in accordance with the Contract;
 - (f) all other Claims to the extent arising out of any act or omission by you, your agents, or any User, caused or claimed to have been caused, directly or indirectly, by the installation, operation, removal, presence, condition, occasion or use of 911 service features and the equipment associated with the 911 service, or by any Services furnished by BT in connection with the 911 service, including but not limited to, the identification of the TN, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, provided BT was acting in accordance with the General Terms, the Service Schedule and this VOIP Obligations Annex; and
 - (g) For physical injury or death or damage to real property, except to the extent caused by BT's gross negligence or wilful misconduct.

Part C – Canada Specific Terms

The terms in this Part C apply where the Service is provided by BT to you in Canada.

6 DESCRIPTION

- 6.1 VoIP services allow your Users to make or receive telephone calls over the Internet to or from the PSTN. The nature of VoIP telephone calls, creates unique limitations and circumstances, and differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services.

7 REGULATORY SERVICES EXCEPTIONS

- 7.1 BT will not commence provision of the Service until you provide a signed Letter of Acknowledgement stating that you understand the limitations of VOIP services, that you will communicate the same to your Users, and be responsible for provision and placement of any Sticker Labels or signs on or near equipment used over your WAN to access the Service.

8 911 VOIP SERVICE

- 8.1 Emergency calls to 911 through your VoIP Service will be handled differently to a traditional phone service. The following provisions describe the differences and limitations of 911 emergency calls.
- 8.2 Placing 911 calls: When your Users make a 911 emergency call, the VoIP service will attempt to automatically route your User's 911 call through a third-party service provider to the PSAP corresponding to your address(es) recorded on your account. Due to the limitations of the VoIP telephone services, your User's 911 call may be routed to a different location. For example, your User's 911 call may be forwarded to a third-party specialised call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 911 call which has an automatically generated your address information, and consequently, your User may be required to provide their name, address, and telephone number to the call centre.

9 HOW YOUR INFORMATION IS PROVIDED

- 9.1 The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. For technical reasons, the dispatcher receiving the call may not be able to capture or retain the name, address and telephone number associated with your account. Therefore, when making a 911 emergency call, your User must immediately inform the dispatcher of their location (or the location of the emergency, if different). If your User is unable to speak, the dispatcher may not be able to locate your User if location information is not up to date, or is incorrect.
- 9.2 Correctness of information: You will provide, maintain and update the contact information (including name, address and telephone number) for your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.

10 DISCONNECTIONS

- 10.1 Your Users must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have the correct number or contact information. If your Users are inadvertently disconnected, your Users must call back immediately.

11 CONNECTION TIME

- 11.1 For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.

12 911 CALLS MAY NOT FUNCTION

- 12.1 For technical reasons, the functionality of 911 VoIP emergency calls may cease or be limited in various circumstances, including but not limited to:
- (a) Failure of the Service or your Service access device: If your Service access device fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your Service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage. You may need to reset or reconfigure the system access equipment before being able to use the VoIP Service, including 911 emergency calls;

- (b) Changing locations: If you move your Service access device to a different location to that set out in your account information or otherwise on record with BT;
- (c) Sending a non-authorized Telephone Number: If your User makes the 911 call from a number that is not registered with BT; and
- (d) Emergency services cannot be reached from phones connected to an IPPBX indirectly connected to the Service, including but not limited to IP phones or softphones (including mobile phone clients) at your remote locations that are not registered to the Service.

13 ALTERNATE SERVICE

- 13.1 If you are not comfortable with the limitations of 9-1-1 emergency calls, BT recommends that you terminate the VoIP services or consider an alternate means for accessing traditional 911 emergency services.

14 TESTING

- 14.1 You will test the 911 service after initial installation in collaboration with BT and BT's 911 routing supplier and periodically throughout the duration of Service. You will inform BT if any issues are noted with the 911 service. You will test the location update process with BT and share results of such tests at BT's request.

Part D – Turkey Specific Terms

The terms in this Part C will apply if the Service is provided by BT to you in Turkey.

15 REGULATORY SERVICE EXCEPTIONS

- 15.1 Emergency services handling is based on the address information that you provide to BT as part of the service subscription process.
- 15.2 You will provide BT with the correct address information in compliance with current regulations to ensure emergency call handling can be performed by BT.
- 15.3 You will inform BT immediately of any change of address. If you do not inform BT of any change of address, BT will not be liable for the provision of emergency calling services to the new address.
- 15.4 You may route all emergency calls from your PBX to your existing PSTN provider. It is your decision to define emergency call routes to BT or to another operator.
- 15.5 Subject to Paragraph 15.6, BT will use commercially reasonable endeavours to provide you with emergency calling services.
- 15.6 BT will not be liable where emergency calling services are not available for reasons caused by the relevant emergency service unit that the emergency call is routed to.
- 15.7 BT will deliver emergency calls originated from non-geographic TN ranges, which have no stable geographical location associated with them, to the relevant emergency service providers based on the address provided by you at the point of subscription of the Service.
- 15.8 You understand that BT may change these terms to the extent reasonably necessary following a change in the relevant national applicable legislation and regulations.
- 15.9 'BT One Voice Anywhere' and 'BT One Voice Mobile Access' will not be available in Turkey until the current applicable regulatory restrictions are lifted and you will not try to use 'BT One Voice Anywhere' and 'BT One Voice Mobile Access' applications in Turkey.
- 15.10 In the case of indirect access, BT may use Turk Telekomunikasyon A.S. infrastructure to handover the calls originated from the Site and BT is not liable for any technical and commercial problems arising from the Turk Telekomunikasyon A.S. services.
- 15.11 BT will not be liable for any failure or delay to:
 - 15.11.1 provide the Service; and
 - 15.11.2 initiate the process to port a TN, if required,until the required access circuits and facilities are installed at the Site.

Part E – Defined Terms

16 DEFINED TERMS

In addition to the defined terms in the General Terms and the BT One Voice Schedule capitalised terms in this Annex will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and the BT One Voice Schedule, as applicable, these defined terms will take precedence for the purposes of this Annex):

“**911**” means the phone number that a User calls in the United States of America and Canada to report an emergency.

“**ALI**” means automatic location information.

“**ANI**” means automatic number information.

“**Basic 911**” service means an emergency calling service that routes a 911 call to the nearest appropriate PSAP, and that requires the caller to provide location information as this is not automatically obtained.

“**BTN**” means billing telephone number.

“**Claims**” means any suits, proceedings, expenses, losses, liabilities, or damages.

“**CPN**” means calling party number.

“**DID**” means direct inward dialling.

“**Enhanced 911**” or “**E911**” service means an emergency calling service that routes a 911 call to the nearest appropriate PSAP via a dedicated E911 network, and that transmits to the PSAP the ANI and the caller’s physical address stored in the ALI database.

“**FCC**” means Federal Communications Commission of the United States of America.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the internet that specifies the format for addresses and units of transmitted data.

“**Letter of Acknowledgement**” means a letter of acknowledgement in the form set out in Appendix 1 of this Annex signed by you.

“**Nomadic Service**” has the meaning given in Paragraph 3.12.

“**PBX**” means Private Branch Exchange.

“**PSAP**” means public safety answering point.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“**Service**” means the BT One Voice SIP trunking service

“**Sticker Labels**” means labels stuck onto a User device to notify the User of 911 limitation. BT provided labels can be found on the follow website: <http://www.globalservices.bt.com/us/en/products/one-voice-in-canada>.

“**TN**” means telephone number.

“**Voice-over-Internet-Protocol**” or “**VOIP**” means delivery of voice and multimedia communications over Internet Protocol networks.

“**WAN**” means Wide Area Network, the infrastructure that enables the transmission of data between Sites.

Appendix 1 – Letter of Acknowledgement

Customer Acknowledgement of Limitations of Service and Liability (for USA and/or Canada)

Please sign and return this Acknowledgement of Limitations of Service prior to initiation of service.

BT will not commence provision of a VOIP service to you unless a signed acknowledgement has been received by BT. This Letter of Acknowledgement is part of the Contract between both of us (Customer and BT).

You have read and understood the limitations of the Service described in this VOIP Obligations Annex.

You will communicate the limitations of the Service to your Users, including by placing Sticker Labels at or near equipment to be used in conjunction with BT's VOIP service. You are responsible for ensuring that your Users comply with the VOIP Obligations Annex.

YOU HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGEMENT. YOUR SIGNATURE CONSTITUTES ACKNOWLEDGEMENT THAT YOU HAVE READ AND UNDERSTOOD THE LIMITATIONS OF THE VOIP, E911 AND 911 SERVICES AS DESCRIBED IN THE VOIP OBLIGATIONS ANNEX, AND THAT YOU ARE RESPONSIBLE FOR COMMUNICATING THESE LIMITATIONS TO THE USERS THAT ACCESS THE VOIP SERVICES PROVIDED BY BT TO YOU UNDER THE CONTRACT.

YOU GIVE YOUR CONSENT TO BT TO DISCLOSE THIS SIGNED CONSENT TO THE APPLICABLE REGULATORY AUTHORITIES AS NEEDED.

Name:

Address:

Unit:

[submit]