

BT Master Services Agreement

VOIP Obligations – Annex to the General Services Schedule

BT MSA Reference No. **_****_****

1 Definitions

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

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

“**Basic 911**” service means an emergency calling service that routes a 911 call (911 is the number a User calls in the USA and Canada to report an emergency) to the nearest appropriate Public Service Answering Point. Location information is not automatically conveyed and therefore the caller must communicate this information.

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

“**CPN**” means calling party number.

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

“**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. ANI and the caller’s physical address stored in the ALI database are also transmitted to the PSAP.

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

“**Service**” means the BT Onevoice GSIP or BT Hosted IPT-Cisco service as appropriate.

“**TN**” means telephone number.

2 VOIP provider requirements

A provider of “interconnected VoIP service” is required to comply with regulatory requirements such as routing emergency calls.

The Customer may also have obligations regarding emergency calling service laws and it is the Customer’s responsibility to understand and comply with such laws.

3 United States and Canada 911, E911 Emergency Calling Service (“911 service”) Terms and Conditions

BT will not commence provision of the Service until the Customer provides a signed letter of acknowledgement stating that it understands the limitations of VOIP and E911 services, that it will communicate the same to Users, and be responsible for provision and placement of any warning stickers and or signs on or near CPE used over its WAN to access the Service (see LOA appended at the end of this Annex).

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. For the avoidance of doubt, BT will not provide any 911 service where such service is not available.

If the 911 service does not work for whatever reason, then BT will not be liable for failure to supply the 911 service.

3.1 911 Service Description

3.1.1 BT will, via its PSAP routing supplier determine the telephone number 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.

3.1.2 BT will have no obligation to provide emergency calling services with respect to any call that does not include ANI and will not be liable for any claims arising from any efforts undertaken by BT or its routing supplier to provide emergency

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calling services under such circumstances. The ANI transmitted may be the CPN, TN, DID or BTN depending on the Customer's configuration.

- 3.1.3 BT reserves the right to refuse provisioning or modification of features of the Service if such provisioning or modification adversely affects 911 service.
- 3.1.4 If a User uses a telephone number from a local exchange area different from where the caller is located, E-911 service may be limited or unavailable.
- 3.1.5 Users whose primary registered locations are not in the US or Canada may not be able to access E911 service via VOIP because their non-US, non-Canadian telephone numbers may not be processed by underlying emergency services systems and databases.
- 3.1.6 BT's PSAP service provider will provide call center services as a fallback to assist with E911 call completion. If BT's PSAP service supplier receives a call for which no calling number record can be found in the 911 database that call will be routed to an emergency call center for handling. Call center 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 numbers will also be routed to the emergency call center. BT will raise a call handling charge per occasion as stated on the Order.
- 3.1.7 BT will have the right, in its sole discretion, to terminate the Service, or any portion thereof, if performance is held by an applicable regulatory agency or court to violate any applicable order, regulation, rule or policy.

3.2 The Customer's Responsibilities

- 3.2.1 In order for BT to provide E911 service the Customer shall
 - 3.2.1.1 Provide a signed LOA in the form of LOA appended at the end of this Annex.
 - 3.2.1.2 Register the initial and primary physical locations of all the Customer's Users who will access and use BT's VOIP service.
 - 3.2.1.3 Follow BT's procedures and instructions and communicate to each of its Users its own procedures and instructions for updating a User's registered physical location as soon as a User moves to a new location from which it might access BT's VOIP service, and ensure that its 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 should be available 24 hours a day, 7 days per week.
 - 3.2.1.4 Ensure (via the placement of stickers 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.
 - 3.2.1.5 Ensuring that neither it nor its Users block their TN numbers on their PBXs or handsets when calling 911.
 - 3.2.1.6 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, etc.
 - 3.2.1.7 Ensure that if a User is located in an area where the PSAP does not support E911, and so 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.

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- 3.2.2 For each TN or DID number used in connection with the Service the Customer is solely responsible for providing and ensuring its Users provide and keep up-to-date a correct and valid emergency response address for that number. The address information provided must include sufficient information to enable emergency responders to locate the calling party. For example, if the User location is a multi-story building, the Customer must provide floor and suite number at a minimum in addition to address information. The Customer must promptly update this information whenever necessary to reflect changes. The address must be certified to ensure it is accurate and complete. BT will forward the ANI with every call to its PSAP routing supplier for processing.
- 3.2.3 The Customer must ensure that a User updates its location information as soon as that User moves to a new location from which it might access BT's VOIP service. The Customer acknowledges that it may take up to 75 (seventy-five) minutes for a User's updated location information to be validated and accepted in the PSAP routing supplier's database. The Customer will ensure that Users know that E911 service will not be available from an updated location until validation and acceptance is complete.
- 3.2.4 The Customer and its Users waive any privacy afforded by non-listed/non-published services to the extent necessary to furnish information to BT's PSAP supplier and/or the PSAP, and the Customer is responsible for ensuring that Users are informed and understand that privacy rights are waived.
- 3.2.5 Customer agrees to upload only records that are landline and/or VoIP User records into BT's PSAP routing supplier's database. For the avoidance of doubt mobile phone records may not be entered into BT's PSAP routing supplier's database.

3.3 Access Limitations

- 3.3.1** The Service, including Basic911 and E911 will not be available if
- a) the access connection is not available;
 - b) there is a loss of electricity service at a Site which may interrupt the Service. The Customer is responsible for implementation of any battery backup system for the Service that it deems necessary; or
 - c) the Customer Equipment, software or hardware necessary for end-to-end functionality (routers, IP phones, analog adapters or voice gateways, etc,) fails or malfunctions. It is the Customer's responsibility to ensure that all Customer Equipment is properly connected and configured.

BT will not be liable for any loss or damages related to loss of Service including Basic911 and E911 services if any of a), b) or c) in this paragraph 3.3.1 occurs.

BT provides access to E911 for the Service only at the User's registered site locations. The Customer acknowledges that if a VoIP phone is used at a location other than at the User's registered site locations, E911 will not be available. The Customer is responsible for informing Users that it is entirely their responsibility to use the tools available to update their registered address.

The Customer represents and warrants that it will notify all Users of the Service of the procedures that such Users must 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. The Customer shall be solely responsible for any third-party claims and liability arising from the Customer's failure to comply with this paragraph 3.3.1.

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- 3.3.2 If the Customer's Service enables Users to use the Service at locations other than the Customer's or Users registered site locations ("nomadic service"), BT may not detect when an User uses the Service at such locations, the Customer warrants it will,
- 3.3.2.1 Detect when an User has moved its VoIP phone (any device used for VoIP calling) to a non-registered location, and suspend service unless and until either Customer verifies that the User is at the location for which the phone is registered for service or re-registers the phone for service at the end-user's current location;
 - 3.3.2.2 Only permit nomadic service when E-911 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 E-911 requirements; and
 - 3.3.2.3 Otherwise block all VoIP calls attempted to be made via the nomadic service. Note that Users who use a phone at a Site for which the 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 such calls will be directed to the correct PSAP for the ANI and not necessarily the PSAP serving the location at which the phone is located.

The Customer shall be solely responsible for all third-party claims and liability arising from the Customer's failure to comply with this paragraph 3.3.2.

- 3.3.3 Customer represents and warrants that neither it nor its Users shall misrepresent or conceal the nature, origin, or destination of any of Customer's (or its end-user's) traffic, and shall use reasonable efforts to transmit its signaling ANI or equivalent information regarding the User originating each call.
- 3.3.4 The Customer shall indemnify, defend and hold BT, its directors, officers, employees, agents, consultants, contractors, subcontractors, or other representative of BT harmless from any and all claims arising out of 911 calls – including claims of invasion of the right to privacy or confidentiality and any and all claims to extent arising out of any act or omission of the Customer or any User caused or claimed to be caused by installation, operation, presence, condition, occasion or use of 911 service features or equipment.
- 3.3.5 The Customer shall test the 911 service after initial installation in collaboration with BT and its 911 routing supplier and periodically throughout the duration of Service. The Customer will inform BT if any issues are noted with the 911 service. The Customer agrees to test the location update process with BT and share results of such tests at the request of BT.

BT will only store query records for 90 days after each billing cycle.

3.4 LIMITATION OF LIABILITY AND DISCLAIMERS

- 3.4.1 The Customer agrees that absent the gross negligence or willful misconduct by BT, its directors, officers, employees, and agents, BT shall not be liable for any loss or damage sustained by the Customer, its interconnecting carriers or its 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. The Parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause the MSA to fail of its essential purpose.

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- 3.4.2 The Customer agrees to indemnify, defend, and hold harmless BT, its directors, officers, employees, agents and its affiliates from any claims, suits, proceedings, expenses, losses, liabilities, or damages (“Claims”) by any party or parties arising out of or related to any third party claims or governmental or administrative actions, or the use or attempted use of the Services for purposes of placing Basic911 or E911 calls, relating to (a) any breach of this MSA by the Customer, (b) 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 MSA; (c) all other Claims to the extent arising out of any act or omission of the Customer, its 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 therewith, or by any services furnished by BT in connection therewith, including but not limited to, the identification of the telephone number, 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 terms and conditions of the MSA and this VOIP Obligations Annex, and (d) for physical injury or death or damage to real property, except to the extent caused by BT’s gross negligence or willful misconduct.

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Appendix 1

Customer Acknowledgement of Limitations of Service and Liability (USA and Canada)

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

BT may not, under US law, commence provision of an interconnected VOIP service to the Customer unless such signed acknowledgement has been received by BT. This Acknowledgement is part of the MSA between Customer and BT

The Customer has read and understood the Limitations of Service described in this VOIP Obligations Annex.

The Customer will communicate the Limitations of Service to its Users, including by placing warning stickers at or near CPE to be used in conjunction with BT's interconnected VOIP service. The Customer is solely responsible for ensuring its Users comply with the requirements stated in the VOIP Obligations Annex.

CUSTOMER HAS READ AND UNDERSTOOD THIS ACKNOWLEDGEMENT. CUSTOMER'S SIGNATURE CONSTITUTES ACKNOWLEDGEMENT THAT IT HAS READ AND UNDERSTOOD LIMITATIONS OF THE INTERCONNECTED VOIP, E911 AND 911 SERVICES DESCRIBED HEREIN, AND THAT IT IS SOLELY RESPONSIBLE FOR COMMUNICATING THESE LIMITATIONS TO USERS THAT ACCESS THE INTERCONNECTED VOIP SERVICES PROVIDED BY BT TO CUSTOMER UNDER THIS CONTRACT.

CUSTOMER HEREBY GIVES ITS CONSENT TO BT TO DISCLOSE THIS SIGNED CONSENT TO THE FEDERAL COMMUNICATIONS COMMISSION OR OTHER REGULATORY AUTHORITIES AS NEEDED.

Name:

Address:

Unit:

[submit]