

PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICES ADDENDUM

1. PS/ALI SERVICE DESCRIPTION. Fidium will provide Private Switch Automatic Location Identification (“**PS/ALI**”) Services (the “**Service**”) to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a “**Service Order**”). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order. Any work, services or facilities not specified in the Agreement will only be provided if available and then subject to Fidium’s then-current retail rates. You will provide to Fidium at each of your locations suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Fidium to provide the Service.

The Service is an Enhanced 9-1-1 (“**E911**”) service that allows a Private Switch located on your premises (or, if applicable, a Centrex leased by you) to send automatic number identification (“**ANI**”) information to the E911 database from individual user stations for the purpose of providing specific site or station location information associated with the E911 call to the appropriate Public Safety Answering Point (“**PSAP**”). The Service is to be used by PBX (and, if applicable, Centrex) customers to develop and maintain their own E911 database records. A secure web based graphical user interface is used to enter telephone number information and its associated address information into the E911 database. In ordering the Service, you represent that you meet all technical specifications and regulations for E911 service as may be published by applicable 911 regulatory authorities or Fidium. If required, specialized Customer Premises Equipment (“**CPE**”) network interfaces designed to forward the ANI of the caller must be provided by you.

2. CUSTOMER RESPONSIBILITIES. Your responsibilities with respect to the Service are as follows:

- a. You are responsible for identifying the “**Administrator**” responsible for the maintenance of your end-user records and furnishing contact information for that person to Fidium’s E911 Database Administration Group.
- b. Where applicable, you must obtain a unique National Emergency Number Association (“**NENA**”) ID associated with you for the purposes of identifying ALI records for which you are responsible.
- c. If you have or obtain an NENA ID, we may provide access to the Fidium E911 database by using the username and password as well as security procedures provided by Fidium.
- d. You are responsible for implementation and ongoing administration of all data management associated with the Service.
- e. You are responsible for maintaining the accuracy of the data by updating the database with all changes and new information by telephone number.
- f. All changes, additions and deletions must be made in a timely manner in accordance with applicable laws and regulations and must utilize the format and methods provided by Fidium.
- g. If your local service provider at the location(s) covered by the Service is a provider other than Fidium, then you understand and agree that you must notify the applicable local service provider, obtain its concurrence to “unlock” all necessary telephone numbers and make any other necessary arrangements with that local service provider to enable

Fidium to provide the Service. A consent letter for these purposes is attached to this Addendum.

- h. You must utilize one (1) of two (2) methods to implement PS/ALI Service. In order to forward the ANI of the caller behind your PBX, you must either subscribe to Integrated Services Digital Network (“**ISDN**”) Primary Rate Interface (“**PRI**”) or IP Trunking service and have the associated 911 features enabled or must otherwise order direct Centralized Automatic Message Accounting (“**CAMA**”) trunks between your PBX and the associated 911 tandem switches serving your area.

Assuming you comply with your responsibilities as reasonably requested or directed by Fidium, Fidium will do the following as part of the Service:

- a. Fidium will make modifications to your ISDN PRI or IP Trunking service when Fidium is your service provider as necessary to implement this service. Such modifications will be subject to applicable charges and rates in effect at the time the work is performed.
- b. If Fidium becomes aware of any errors in your ALI records, it will return those records to you for resolution. However, for clarity, the Service does not include, and Fidium does not undertake extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in your data management system or process. Without limiting the generality of the Agreement or the below terms of this Schedule, Fidium will in no way be responsible for any deficiency of the Services hereunder caused by an error, defect, limitation, or other condition of customer-provided equipment or your action.

3. 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY. As described in this Addendum, the Service utilizes an “Enhanced 911” or “E911” database to deliver a caller’s location information to the applicable 911 answering point, and it is your responsibility to update this location information if the Service is used at or relocated to a location other than the original installation site. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make 911 calls.

Without limiting any other limitation of liability set forth in the Agreement or any additional 911 terms set forth in the Agreement, this Addendum, or the Service Order, you agree to the following with respect to any access or attempted access to 911 emergency services through the Service:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIDIUM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS (INCLUDING, WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF 911 EMERGENCY SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FIDIUM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS

FROM ALL THIRD-PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, YOUR FAILURE TO ADVISE FIDIUM OF THE CORRECT ADDRESSES WHERE IP-ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, YOUR FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR YOUR OR ANY USER'S MOVEMENT OF AN IP-ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE E911 DATABASE DESCRIBED IN THIS ADDENDUM).

4. TARIFFS AND OTHER REGULATORY MATTERS. As set forth in the Agreement, the terms of any tariff governing the Service will take precedence over the terms of the Agreement. However, if a tariff does not apply (or ceases to apply) to the Service, the terms of the Agreement, including, without limitation, payment terms, limitation of Fidium's warranties, limitation of Fidium's liability, and indemnification terms will apply to the Service to the fullest extent permissible by applicable law as of and from the date the

Service is or becomes un-tariffed. Additionally, if a Service is or becomes un-tariffed and an applicable regulatory body properly requires the Service to be provided under a tariff, Fidium may, in its sole discretion, either terminate the Service or may otherwise cause the preparation and filing of an appropriate tariff in accordance with applicable regulatory requirements. If Fidium elects to file a tariff, the tariff will supersede the conflicting terms of the Agreement as of the date the tariff becomes effective.

Without limiting the generality of the foregoing, in the event that any governmental body with jurisdiction to do so materially and adversely changes the rights, obligations or risks of Fidium with respect to the Service, then Fidium in its sole discretion may terminate the affected Service Order or the Agreement in whole or in part by providing written notice to you. Additionally, you acknowledge that the rates for the Service must at all times meet the minimum rates permitted under applicable law and/or regulation, and Fidium may adjust such rates at any time with notice to you if the then-current rates are deemed to be below the minimum rates required by applicable law or regulation.