



ABACUS EMERGENCY CALLING DISCLAIMER

Last Updated: 2024-11-06

This Emergency Calling Disclaimer forms part of the *Master Professional Services Agreement* ("Principal Agreement") between: (i) for US based "Client": **ABACUS INFORMATION TECHNOLOGY, LLC (d/b/a Abacus Group LLC)**; or for UK based "Client": **ABACUS INFORMATION TECHNOLOGY UK LIMITED** (collectively "Abacus") acting on its own behalf and as agent for each Abacus Affiliate; and (ii) "**CLIENT**" (as detailed in the respective *Principal Agreement*) acting on its own behalf and as agent for each Client Affiliate.

The terms used herein shall have the meanings as set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Principal Agreement. Except where the context requires otherwise, references herein to the Principal Agreement are to the Principal Agreement as amended by, and including, this addendum.

POTENTIAL HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY

PLEASE READ THE INFORMATION BELOW ABOUT EMERGENCY CALLING CAREFULLY. BY USING AND PAYING FOR THE SERVICE, CLIENT ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO EMERGENCY CALLING SERVICES, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE EMERGENCY CALLING.

Abacus will provide Emergency Calling capability with the "Voice Services" (as defined in the applicable *SOW*) as required by law. "Emergency Calling" means the ability through the dialing of the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112) to reach emergency response services associated with the address(es) loaded in the relevant databases, subject to each party's obligations and the limitations hereunder. Abacus's liability for Emergency Calling related claims is limited and/or disclaimed to the fullest extent allowed by law.

In particular, please note that Client will not be able to conduct Emergency Calling in the event of:

- if the Voice Services fails or degrades for any reason, such as failure resulting from power outages, Customer Premise Equipment ("CPE") failure (e.g., connectivity routers, data network and equipment, on-site switches and routers, phones, handsets and other IP-enabled devices regardless if supplied by Client or Abacus), cable cuts or any Voice Service or connectivity outage or degradation (including loss of connectivity to the Internet and, without limitation, failures caused by suspension or termination of the Voice Services);
- while maintenance work is being performed;
- if Client's area does not have emergency service;
- delays in making a registered location available in the relevant databases or service records;
- Client's use of the Voice Services at a location other than the established fixed, primary location as determined by Abacus's service records commonly known as "nomadic" use unless and until the Client provides an updated accurate current user location and the same has time to be loaded into the appropriate databases;
- if Client selects a telephone number that is not associated with the geographic area of the installed services (e.g. if Client chooses a California number for use in a Colorado location); and
- for on average five (5) days, but for as long as thirty (30) days after installation or moves of Voice Services due to time required to update respective databases with Client information.

When using Emergency Calling with the Voice Services, "End Users" (defined as any party using the Voice Services at "Registered Location", as defined below) should always state the nature of the emergency, and include End User location and number. The default Public Safety Answering Point ("PSAP") may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if the End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address for the "Registered Location". The number delivered to the PSAP with the call will have the main

address for the "Registered Location" associated with that number. The number delivered to the PSAP may be different from the number from which an End User is calling based on the options Client has selected and the main address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so that the PSAP can call the End User back if the call is not completed or is disconnected and locate the End User and assist with the emergency.

ABACUS RECOMMENDS THAT CLIENT AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

Client acknowledges that the transmission of number, name or address will occur and will be displayed when the Voice Services are used to access emergency services either by Client or End User.

Client acknowledges that Abacus has advised that the Voice Service does not support Emergency Calling in the above detailed instances. Client undertakes to advise all individuals of this limitation who may have occasion to place calls using the Voice Service. Notwithstanding anything in the Principal Agreement, no indemnification obligations of Abacus shall apply with respect to any Emergency Calling capabilities provided by Abacus. Client will indemnify Abacus and its Affiliates from any claims that arise as a result of Client's failure to advise End Users of the limitations set forth herein and for claims that arise as a result of Client's failure to perform its obligations hereunder. SUBJECT TO ANY LOCAL LAWS WHICH PROHIBIT THE EXCLUSION OR LIMITATION OF A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, ABACUS SHALL OTHERWISE HAVE NO 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 EMERGENCY CALLING.

Client is responsible for assuring that user locations are up to date by providing correct and current address information to Abacus (hereinafter "Registered Location" but also known as "Automatic Location Identification" or "ALI" in North America and calling line identifier "CLI" in Europe) to Abacus. Client and its End Users shall provide Abacus with such information conforming to any national numbering schemes or regulatory requirements applicable at the point of interconnection with the Abacus network. Client is responsible for updating the Registered Location information for each user on a timely basis in response to changes in location via written notice to Abacus pursuant to the terms and conditions defined in the Principal Agreement.

Client understands that updates to a user's Registered Location information do not occur immediately upon providing such data to Abacus and Client shall inform each user of this fact at the time the user's location changes.

Client will provide the initial Registered Location for each user contemporaneously with the execution of its order for the Voice Service. Client must provide Registered Locations to Abacus in a form compliant with prevailing regulatory requirements.

Abacus will notify the Client of any system rejected, unrecognized, or unverifiable Registered Location information, and Client must promptly resubmit corrected Registered Location information. Failure to provide accurate Registered Location information may delay activation of telephone numbers. Client acknowledges and understands that failure to provide the current and correct Registered Location related to physical address and location will result in any emergency calls made by Client failing to properly route and/or being routed to the incorrect local emergency service provider.

It is the Client's responsibility to understand the local jurisdictional laws that pertain to them in regards to Emergency Calling requirements and compliance obligations, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations. Abacus specifically disclaims any such obligation and makes no representations that its services as supplied to Client comply with such requirements in the Client's local jurisdiction.

Abacus's Services are configured to provide Emergency Calling service only for telephone numbers that Abacus has assigned to the Voice Service. If Client make use of telephone numbers from another provider, Client is responsible for coordinating with the other provider to deliver Emergency Calling for that provider's telephone numbers.

In the event that Emergency Calling limitations or requirements different than those stated herein are, in Abacus's reasonable opinion, necessary or advisable based on Abacus's interpretation of currently evolving Emergency Calling laws, rules and regulations, Client agrees to negotiate modifications to this Section as requested by Abacus, and if agreement respecting the same cannot be reached, then notwithstanding anything to the contrary in the Principal Agreement Abacus may terminate the Voice Service without liability.

Other Jurisdictions. Country- specific additional emergency calling terms may be required and will be added to the Principal Agreement upon Abacus's request.

