



Appendix B

ICON Cloud Solutions 911 Disclosure and Service Limitation Notice

1. History and Description of 911, E911

In 1968 AT&T created the calling number 911 as a national emergency number to provide an easy means of access for reaching emergency personnel within the United States. When a user dialed 911 the call was placed to the public service answering point (PSAP) and the main listed directory number of the user was presented to the PSAP. The PSAP is an emergency call center for access to fire, police, ambulance and other emergency responders.

Enhanced 911 (E911) In most areas of the country (approximately 96% in the U.S.) enhanced 911 service is available. The enhanced 911 service provides the caller ID number and, if available, the location address of the number to the PSAP upon dialing 911. The location address is automatically provided by cross referencing the caller ID number to an address in a database (known as the ALI, Automatic Location Identification Database). This database was traditionally maintained by the landline telephone company in coordination with the PSAP.

In many cases the user company's main listed directory number is sent to the PSAP and the ALI database identifies the main address of the company and sends this to the PSAP. However, in the cases of large and multi-story buildings, campus facilities and/or companies with remote buildings the recent demand has been for individual caller telephone numbers and locations to be provided for each individual user. In order to accommodate this unique caller information requirement for each individual user the company must provide and maintain a list of these numbers and locations to their service provider.

VoIP, Soft Phones, Mobile Devices and Bring Your Own Device (BYOD) Users Over the past several years the introduction of Voice over IP has enabled companies to benefit from calls originating over their LAN/WAN infrastructures and provided them the ability to use their broadband connectivity for both voice and data traffic. By the nature of the design of this infrastructure, users are able to freely move throughout the facility and have remote access to the company network.

This flexibility and portability creates a challenge with regards to proper E911 location registration of a user. In a VoIP environment an employee can simply move their office to another building on a large campus and connect their telephone to the network. An employee with a soft phone (VoIP on a computer) on their laptop could place calls through the company network while traveling. And finally, the ability to allow employees' BYOD and mobile devices to connect to a company's network adds the potential for new telephony devices on a daily basis.

The flexibility and advantage of using these portable devices benefits a company's ability to communicate and effectively operate their business. However, it is imperative that each company maintain a policy for updating equipment locations and providing notification to all device users of the limitations in the processing of E911 calls.

2. ICON Cloud Solutions E911 Service

ICON Cloud Solutions (hereinafter "ICS") offers E911 service in compliance with Federal Communication Commission (FCC) mandates.

2.1 Limitations of Service

ICS's telephony service is a Voice over IP (VoIP) service offering. It therefore, has limitations with regards to E911 and as required by the FCC we have listed these limitations below. When 911 is dialed from a user (subscriber) connected via a VOIP connection the Enhanced 911 service may be limited or may not be available. The following is an example of when E911 service may not effectively operate:

- (i) If the user (subscriber) has not registered or activated their account listings with ICS inclusive of locations for each subscriber number.
- (ii) When the location of your telephony device is at a physical address other than the one you listed when you activated your account and/or if the address was incorrectly registered.
- (iii) When an unregistered device is used.
- (iv) When the telephone number programmed for your VoIP device is from a different geographic rate center than where the telephone is located.
- (v) When there is a power outage restricting operation or connectivity of your devices.
- (vi) When a subscriber's broadband connection does not operate properly, is congested or service is terminated for any reason.
- (vii) When the phone device fails or is not configured properly.



- (viii) When using a PC-based / soft phone device running on a smart phone or similar smart device such as a tablet.
- (ix) When there is a delay in the provision of ICS service ("dial tone") at the physical address provided at the time of account activation.
- (x) When the local PSAP receiving E911 emergency service calls does not have a system configured for E911 services that enables the operator to capture and/or retain automatic number or location information.

3. Customer (Subscriber) Acknowledgements and Responsibilities

By approving the ICS Order Form and Service Agreement customer hereby understands, acknowledges and agrees:

That although ICS will make its best effort to process E911 calls that customer understands that the VoIP service provided is different from that of landline based E911 service and,

That the service provided by ICS may not be sufficient to meet every customer's needs and that the customer should choose to provision any other services that they deem necessary to provide the appropriate E911 services for their individual company and employee needs and,

Customer is responsible for providing notification to its employees, guests, subcontractors and other users of the limitations of E911 service provided by ICS and,

That ICS's service offering and E911 operations requires that the customer register the proper addresses for each number with ICS so that ICS may properly update the associated customer database for E911 calls and,

That it may not be possible for the Public Safety Answering Point (PSAP) and local emergency personnel to identify Customer's telephone number and/ or location upon a user dialing 911 and,

That it may not be possible for ICS and its third party providers to transmit the caller ID and location of each number to the PSAP and emergency personnel and,

That customer will maintain a listing of all of their numbers and locations and provide ICS updates when locations for numbers change and,

That ICS relies on third party providers for the forwarding, the routing and information provisioning of E911 calls. ICS and its third party providers hereby disclaim any and all liability or responsibility in the event any such information and routing is incorrect. .

By using ICS services, you authorize ICS to disclose your telephone number, name and address to third involved with providing 911 dialing to you, including, without limitation, call routers, call centers and local emergency centers.

4. Customer Must Register Their Physical Address.

4.1 A Dispatchable Physical Address Must Be Registered for each ICS telephone number and phone line extension.

The customer must register with ICS the physical location (including floor and suite number) of each telephone number and phone line extension used by the customer. The initial registration of each telephone number and phone line extension is registered by ICS when the service is delivered. It is incumbent on the customer to confirm the accuracy each of your user's physical addresses.

4.2 The customer must notify ICS immediately any time a registered physical location changes.

The customer must notify ICS immediately any time the physical location from where a user is accessing the ICS service changes. Customers can change the physical location of the ICS telephone number or phone line extension by contacting ICS at 972-786-9000 or customerservice@iconcloud.com, or by using the webform located at 911icon.com. A password provided by ICS to the customer is required to access this service from the 911icon.com website. If the customer fails to provide an accurate physical address, or if the customer fails to update the physical address following a change of location from which the ICS telephone number or phone line extension is accessed and dials 911, these calls will be sent to the emergency center near the previous address. ICS reserves the right to charge the customer up to \$150.00 per call in the event an inaccurate physical address or no physical address is provided. This fee is administered to refund any fines and or service fees charged to ICS from the Public Service Answering Service and/or our backhaul providers for miss-routed or operator assisted 911 calls.

5. Limitation of Liability and Indemnification

Notwithstanding anything else in this Appendix or in the Service Agreement or Service Order Form, ICS is providing its Service in reliance upon the limitations and exclusions of liability and the disclaimers set forth in this E911 Disclosure and Service Limitation Notice, including, without limitation, this Section and the ICON Cloud Solutions Service Agreement, and that they jointly form an essential basis of the agreement between the parties. Further, ICS shall not be liable to Customer, nor to Customer's customers and users, nor to third parties, for any amounts, claims, damages, losses, injuries, expenses, or Additional Charges whatsoever associated with, related to or arising from the E911 service.

Under no circumstances shall ICS be liable for any indirect, incidental, consequential, reliance, or special damages suffered by



Customer (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by Customer, its customers, users or any other third parties), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Customer hereby releases ICS (and its respective officers, directors, employees and agents) from any such claim.

Customer waives any claim that these exclusions and disclaimers deprive it of an adequate remedy or cause this Agreement to fail for its essential purpose. Customer shall pay any amounts described in this Section and in this Appendix and defend and indemnify ICS, and save and hold it harmless, from and against any such claim, liability or expense.

CUSTOMER ACKNOWLEDGES THAT ANY CALLER USING THE SERVICE FROM OUTSIDE THE UNITED STATES WILL NOT HAVE ACCESS TO E911 SERVICE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THEY MUST NOTIFY ICS IMMEDIATELY ANY TIME THE REGISTERED PHYSICAL ADDRESS FROM WHICH THE ICS SERVICE IS ACCESSED CHANGES.

The parties agree that the limitations and exclusions of liability and disclaimers specified in the Service Agreement and this E911 Disclosure and Service Limitation Notice, including, without limitation, this Section, shall survive and apply even if found to have failed their essential purpose; and Customer hereby waives its right to contest the enforceability of any provision of this E911 Disclosure Notice by reason of such failure.