

## ENA Voice Services Addendum

As of \_\_\_\_\_, this Addendum to Master Service Agreement is entered into pursuant to that certain Unified Master Service Agreement (“MSA”) between \_\_\_\_\_ (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”)

[alternate if customer-imposed agreement]

As of \_\_\_\_\_, this Addendum is entered into pursuant to the most current agreement for services (“MSA”) between \_\_\_\_\_ (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”).

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of ENA voice services (the “Services”). In these Terms of Service, “User” shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA. In the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency (“LOA”) may be used by any of ENA, its affiliates or underlying service providers, as appropriate, for purposes of delivering the Services contracted herein.

**1. Pricing.** Pricing is indicated in the relevant Schedule(s) attached to the MSA.

While most of the charges associated with ENA’s service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as described below and in more complete detail in ENA’s published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA has informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA’s tariffs, as updated. Client may request that Directory Assistance calls be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls to US locations outside the continental United States are not included in the Services and will incur a per call charge based on ENA’s then applicable rates. International calls are blocked by default. Client may request that international calling be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA has informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA’s Voice services.

**2. Invoicing.** Client’s first invoice from ENA may include a partial month of Service. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice. After the initial billing cycles, Client’s invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

**3. Transition from Prior Service Provider.** ENA will handle communication with Client's existing provider(s) regarding the porting of your existing numbers to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

**4. Disconnection.** Upon disconnection of Service, ENA shall release to Client's new service provider the telephone number(s) used in connection with Client's Service if all of the following occur:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client agrees to resolve any outstanding dues or fees on the account; Client requests the transfer upon disconnecting Client's account.

**5. Voice Recording.** ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations using the Services.

**6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.11 et. seq.** Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature. Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA the physical location(s) at which the Service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

Client may opt-in for self-management of 9-1-1 records via a supplied web portal. Client must designate individuals who will be granted access to the web portal and who will be responsible for maintaining 9-1-1 data.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications described herein. Client hereby certifies that it has adhered the labels to each phone and appropriately inform all end users of the Services of the 9-1-1 Dialing Feature specifications. If Client fails to provide the necessary records or refuses to make such certification, ENA may immediately suspend Service until such records are provided or certification is made. Client hereby forever releases ENA from any and all liability, losses or damages which may arise from ENA's suspension or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature specifications detailed herein. ENA reserves the right to terminate the Services for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.

- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature is provided as part of the Services.

**General Indemnification.** In the event that the Federal Communications Commission (“FCC”) conducts an audit or inquiry of ENA’s compliance with 47 C.F.R. §§ 9.11, Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R §§ 9.11 or any other FCC rules regarding the provision of 9-1-1 services as a result of Client’s breach of or failure to comply with any of its obligations under this section, Client agrees to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA’S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY “911”). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED WITH PROVIDING 911 OR ANY OTHER EMERGENCY SERVICES TO ITS END USERS ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

#### **IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES**

ENA provides Client (hereinafter referred to as “you”) with local, regional and long distance phone services. There is one important difference between the ENA Internet-based service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

**YOU ARE RESPONSIBLE FOR TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE.** This is accomplished by registering the address(es) where each phone/handset will be used.

**IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY REGISTER THE NEW ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION AND DO NOT INFORM ENA, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED FROM A PHONE AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.**

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may not be the same as the phone number you are calling from and if your 9-1-1 call is disconnected, the 9-1-1 operator may need to call you back. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations for VoIP 911 service are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.
- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are notified of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you dial 9-1-1. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no representations, warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 service unless such claims or causes of action arise from ENA's gross negligence or willful misconduct. You agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction

of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**COMPANY:**

ENA Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:**

<<Client Legal Name>>

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_