



Varconnect Order Form

This Terms of Service (the “ToS”) constitute the agreement between Varconnect, LLC (“we,” “us” or “Varconnect”) and the Service Provider identified on the Order Form of the Varconnect Master Services Agreement (“you,” or “Service Provider”), who acts as a provider of Varconnect’s business services and any related products or services (“Service”) to Service Provider’s own customers (“End-Users”). This ToS governs both the use of the Service by Service Provider and its End-Users.

1. EMERGENCY SERVICES – 911 DIALING

1.1 Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where Varconnect does not offer traditional 911 or E911 access, we offer a service for Service Provider to offer to its End-Users known as “911 Dialing” which is a limited emergency calling service available only on certified devices. You shall make all of the following details associated with the 911 Dialing explicitly known to your End-Users. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise Equipment. The 911 Dialing feature is not automatic; your End-Users must separately take affirmative steps, as described in this ToS (which you shall describe to your End-Users in writing and on your website), to register the address where your End-Users will use the Services to activate the 911 Dialing feature. Your End-Users must do this for each phone number that you provide to your End-Users. The 911 Dialing feature of the Service is different in several important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under “Features,” and below. You shall advise all of you End-Users of, and advise them to inform any of their household residents, guests and other third persons who may be present at the physical location where End-Users utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the 911 Dialing feature as compared with traditional 911 or E911 dialing. In the event that you provide devices to your End-Users, the documentation that accompanies each device must include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the “911 Sticker”). You shall inform your End-Users that it is their responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker on each device that they use with the Service. You shall make available a customer support service that provides, among other things, additional 911 Stickers to your End-Users.

1.2 Registration of Physical Location Required. For each phone number that your End-Users use for the Service, they must register with you the physical location where such End-Users will be using the Service with that phone number. It is Service Provider’s obligation to receive such information from your End-Users and to accurately enter it into Varconnect’s platform. When End-Users move the Device to another location, they must register their new location, and you must update such information in Varconnect’s platform. End-Users may register their locations by following the instructions from a “911” registration link which you shall make available to your End-Users on your website or through an



alternative digital method. For purposes of the 911 Dialing feature, End-Users may only register one location at a time for each phone line they use with the Service. If End-Users do not register their new location, any call they make using the 911 Dialing feature may be sent to an emergency center near their old address...

1.3 Confirmation of Activation Required. You shall activate 911 Dialing features upon request from your End-Users and will send an email to such End-Users confirming that the 911 Dialing feature has been activated for that phone line.

1.4 How Emergency Personnel are Contacted. We contract with a third party to use the address of each registered location to determine the nearest emergency response center and then forward the call to a general number at that center. When the center receives the call, the operator will not have your End-Users' address and may not have your End-User's phone number. Your End-Users must therefore provide their address and phone number to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your End-User's call instead to a national emergency calling center and a trained agent will contact an emergency center near your End-User to dispatch help. You will obtain authorization from your End-Users and you hereby authorize us to disclose your End-User's name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your End-Users' registered locations.

1.5 Service Outages.

(a) General Disruption. There are a variety of circumstances where our Services, including 911 Dialing, may not function. You acknowledge that Varconnect, LLC is not responsible for any loss of service, including 911 Dialing, that may result under such circumstances.

(b) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, your End-Users may need to reset or reconfigure their devices prior to utilizing the Service, including 911 Dialing.

(c) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your End-Users' broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.



(d) Service Outage Due to Suspension or Termination of Your Varconnect, LLC Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

(e) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your End-Users' ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, the Service, including the 911 Dialing feature, may not function.

(f) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

1.6 Re-Activation Required for Change of Number or Addition or Porting of New Numbers. 911 Dialing does not function if your End-User changes their phone number or if they add or port new phone numbers to their account, unless and until they successfully register their location of use for each changed, newly added or newly ported phone number.

1.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

1.8 Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your End-Users' phone numbers or physical locations when they use 911 Dialing. Our platform is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your End-Users' 911 Dialing calls may not be able to automatically obtain their phone number and call them back if the call is not completed or is not forwarded, is dropped or disconnected, if your End-Users are unable to speak to tell the operator their phone number, or if the Service is not operational for any reason. Further, due to the inability in most places to transmit the physical location of your End-Users, your End-Users will need to state the nature of their emergency promptly and clearly, including their location (and possibly telephone number), as the operator will not have this information. Emergency personnel will not be able to find your End-User's location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.



1.9 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Varconnect, LLC nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive, and will obtain a waiver from your End-Users, any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Varconnect, LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to your End-Users in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

1.10 Alternate 911 Arrangements. You shall advise your End-Users that if they are not comfortable with the limitations of the 911 Dialing service, they should consider having an alternate means of accessing traditional 911 or E911 services.

2. SERVICE

2.1 Acceptable Use of the Services. Neither you nor your End-Users may use the Services for any purpose identified in the Acceptable Use Policy, which is incorporated herein by reference as if fully stated herein. We reserve the right to immediately terminate your Services, or those of your End-Users if, in our sole and absolute discretion, we determine that your or such End-Users have used the Service or the Device for an unlawful or restricted purpose. If we believe that you or your End-Users have used the Service for an unlawful purpose, we may forward the relevant communication and other information, including your identity or that of your End-User, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Varconnect will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

2.2 Copyright; Trademark; Firmware or Software.



(a) Copyright; Trademark. The Service, and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents and materials on our websites, are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively “marks”) are and will at all times remain our exclusive property. Nothing in this ToS grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service other than a revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this ToS. We reserve the right to prohibit the use of any interface device that we do not approve. You hereby represent and warrant that you and your End-Users possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you or your End-Users. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use, or that of your End-Users, of such interface device with the Service. Neither you nor your End-Users shall reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2.3 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if you become aware at any time that your Service or that of your End-Users is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and that of your applicable End-User and a detailed description of the circumstances of the fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service or that of your End-User, and additional charges. Until such time as we receive notice of the fraudulent use or unauthorized use, you and/or the applicable End-User will be liable for any and all stolen, fraudulent or unauthorized use of the Service.

2.4 Number Transfer on Service Termination. Upon the termination of the Service by you or your End-Users, we may, in our sole and absolute discretion, release to your or your End-Users’ new service provider the telephone number that you or your End-User ported (transferred or moved over) to us from your previous service provider and used in connection with the Service if:

- * such new service provider can accept such number;
- * your account or that of your End-User has been properly terminated;
- * your account or that of your End-User is completely current, including payment for all charges and applicable termination fees; and
- * you or your End-User request the transfer upon account termination.



2.5 No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this ToS) services in one or more (or all) service areas.

2.6 No Directory Listing. The phone numbers you and your End-Users obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company or those of your End-Users may, however, be listed. As a result, someone with your phone number or the number of your End-User may not be able to utilize a reverse directory to lookup your address or that of your End-User.

2.7 Technical Support. Where the Services include technical support, it is offered by Varconnect only during normal U.S. business hours of 8:30AM ET to 5:30PM ET Monday through Friday. Support is provided only to a) Service Provider employees who have attended Varconnect training and received certification to receive support, or b) who have been otherwise approved by Varconnect. Varconnect Support does not include troubleshooting of end-user LAN and WAN issues, 3rd party hardware or software, device issues, or any Service related issues outside of Varconnect's direct control.

3. CHANGES.

3.1 We may change the terms and conditions of this ToS from time to time, by posting the terms to our website and making you aware of the change in terms. If you do not accept the changes to these Terms of Service, you will have the opportunity to terminate the Services; if you do not elect to terminate the Services, such changes will become binding on you on the date they are posted to our website. Such amended ToS will supersede all previously agreed to electronic and written Terms of Service

Confidential and Proprietary Page 1 of 4 06/13/13