

Attachment 1 – Alternate Emergency Service Acknowledgement Form

- Total Opt-Out (Emergency Service will NOT be available for **any** Services.)
- Partial Opt-Out (Emergency Service will NOT be available for **certain** Services identified by Customer and routed over certain Trunks by Customer. Customer acknowledges and agrees that it must order a dedicated Trunk for the calls from numbers that include Emergency Service and a separate Trunk for the calls that do not include Emergency Service.)

1. Customer acknowledges and agrees that to the extent that it is a provider of Interconnected Service as that term is defined in 47 C.F.R. § 9.3, it may be subject to the obligations placed upon providers of Interconnected Service set forth in 47 C.F.R.
2. Customer acknowledges and agrees that Globalgig has offered to provide and is willing and able to provide connectivity to link Emergency Service calls from End User s to the associated Emergency Services Center or default answering point for such End User s.
3. With respect to Customers that have selected **Total Opt-Out**, Customer represents and warrants that: (a) Customer has made arrangements with a third party provider of Emergency Service connectivity so that End Users’ calls to Emergency Service are properly routed; (b) Customer will not send any Emergency Service calls to Globalgig for processing, delivery, or completion, and; (c) Customer is in compliance with 47 C.F.R. and that it will remain in compliance for the term of the Agreement. **Customer acknowledges and agrees that it is solely responsible for proper handling and termination of Emergency Service calls and therefore “opts-out” of Globalgig’s provision of connectivity for Emergency Service calls.**
4. With respect to Customers that have selected **Partial Opt-Out**, Customer represents and warrants as follows:
 - (i) with respect to those certain Services which Customer has chosen that Globalgig NOT provide Emergency Service: (a) Customer has made arrangements with a third party provider of Emergency Service connectivity so that End Users’ calls to Emergency Service are properly routed to the appropriate Emergency Services Center or default answering points; (b) Customer will not send any such Emergency Service calls to Globalgig for processing, delivery, or completion; (c) Customer is in compliance with 47 C.F.R. and that it will remain in compliance for the term of the Agreement.
 - (ii) with respect to those certain Services which Customer has chosen that Globalgig provide Emergency Service, Customer shall be solely responsible to route all calls from such Services over Customer’s Trunk that is Emergency Services-enabled and not to route any calls from such Services over Customer’s Trunk that is not Emergency Services-enabled.
5. To the extent that, by virtue of erroneous routing or any other reason, Emergency Service calls from End Users are directed to Globalgig, Customer agrees that it will take all steps necessary on an emergency basis to correct the situation immediately and shall be responsible for all fees, costs, expenses and Claims associated with the routing of such call.
6. The name and contact number for the entity that Customer will use to provide Emergency Service connectivity is stated below:

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Attachment 2 – Emergency Services

Emergency Services may be provided by Globalgig subject to the following. In case of discrepancies between this Attachment 2, the Agreement and the main body of the Addendum, this Attachment will always prevail.

1. Emergency Services do not apply to remote call forward services. End Users shall not use or attempt to use any remote call forward service to call Emergency Services.
2. Emergency Services are unavailable for 800 numbers. Emergency Services are limited to access to Emergency Services Centers and does not allow the End User to place outgoing calls to any other numbers, including E.164 numbers, than the national significant number for emergency services.
3. Globalgig shall endeavor to route the outgoing call to the appropriate Emergency Services Center based on the location information provided by Customer. Customer acknowledges that from time-to-time Globalgig will use a third-party provider for routing. In case of routing of the calls by a third-party provider, Customer acknowledges and agrees that Globalgig may rely on a third party for the routing and that Globalgig may not control such routing.
4. In order to activate a DID number, Customer acknowledges and agrees that it is Customer's responsibility and obligation, prior to offering any of the Emergency Service to an End User, to comply with: (i) *Activation of the country* - Request Globalgig in writing (or any future means developed by Globalgig from time to time) for the activation of the Emergency Service on a per country basis; and/or (ii) *Activation of the Number*- Upon Globalgig's activation of Emergency Services for a specific country, Customer will have to activate the feature(s) on a per number basis.
5. Customer acknowledges and agrees that the activation of the CLI for access to the Emergency Services will be done individually, on a per number basis, according to the applicable regulatory obligations, and that any alteration of the CLI is hereby expressly prohibited. Customer may only activate DID numbers belonging to the activated country. In order to have the feature activated, Customer shall submit the full, complete and accurate required information (including the geographical address of the End User) linked to the DID.
6. Customer warrants and represents that it is sole responsible for the accuracy of the information and data provided to Globalgig when activating DIDs. Emergency Service is only available for numbers provided that the national numbering plan of the country to which the DID belongs to and the country of residence of the End Users are identical. Globalgig will only provide Emergency Service for calls made to Emergency Services Centers originated in the country of the address allocated to the Service by Customer. The national numbering plan of the country to which the Numbers belong and the country of residence of the End User should be identical. Globalgig may not be held liable for not providing access to the adequate Emergency Services Centers for calls made from activated numbers originated from outside of the country of the address allocated to the activated number or in case the applicable geographical restriction is not complied with.
7. If Customer selects an interconnection option, Globalgig cannot guarantee the Emergency Services or the quality of them as they are provided over the public Internet over which Globalgig has no control. Customer acknowledges and accepts this situation and hereby releases Globalgig from any and all liability, losses or damages which may arise from poor quality or absence of the Emergency Service due to interconnection issues. Furthermore, if Customer selects an interconnection option, Globalgig will not be responsible for the third-party IP carrier's services. Therefore, Globalgig cannot guarantee the Emergency Services or the quality of them as they are provided through an intermediary chosen by Customer over which Globalgig has no control. Customer acknowledges and accepts this situation and hereby releases Globalgig from any and all liability, losses or damages which may arise from poor quality or absence of the Emergency Service due to interconnection.
8. Emergency Services Centers may not be able to identify the End User if the call is unable to be completed, is dropped or disconnected, if the End User is not able to speak or if the Emergency Service is not operational for any reason beyond Globalgig's control. Emergency Services Centers might not be able to hold the line of the End User open if the caller hangs up.
9. Globalgig shall not be liable or responsible if the Emergency Services Center does not promptly or properly answer or route the call or if errors or omissions are made by the Emergency Services Center or the local exchange carrier servicing the Emergency Services Centers.
10. Customer acknowledges that in case of modification of the End User's information, Globalgig will modify it as soon as possible and within ten (10) business days following Customer's written request. It is Customer's sole responsibility to take into account this timeframe as, during this period, the Emergency Service will only be available based on the previously provided End User's information. It is Customer's liability and responsibility to inform the End User beforehand of this temporary unavailability and to obtain its enlightened consent.
11. Customer acknowledges and agrees that Emergency Services will not function, or will not function properly, in the following situations: (a) if a End User attempts to place an emergency call from any location other than the End User's service address provided by Customer; (b) if power is disrupted; (c) if Internet connectivity is disrupted; (d) if Service to an End User is

cancelled or suspended for any reason; (e) if Customer provides Globalgig with incorrect or invalid End User service address information; (f) if Customer fails to notify Globalgig of any update to End User's service address information; or (g) if equipment provided to or used by the End User malfunctions or is improperly installed or configured. Emergency Services will not function until correct and valid service address information has been input into all appropriate database(s), which may occur shortly after initial Service activation (including following Port-Ins).

12. For U.S. Domestic Services, if Globalgig has agreed to provide Services to Customer in a basic 911 area, Globalgig shall only be obligated to provide basic 911 Service and not E911 Service. In the event that the PSAP in a basic 911 area deploys the equipment necessary to enable E911 Services and Globalgig is unable (in a timely manner) to provide E911 in such basic area through its current E911 vendor, then Globalgig may, upon ten (10) days' written notice to Customer, terminate the Services provided to Customer in such basic 911 area without further obligation or liability. Customer shall be responsible for all fees incurred to the date of such termination.
13. In the event that Emergency Service limitations or requirements are different than those stated herein and are necessary or advisable based on Globalgig's interpretation of currently evolving Emergency Service laws, rules and regulations, Customer agrees to negotiate modifications to this Attachment as requested by Globalgig, and if agreement respecting the same cannot be reached, Globalgig may terminate the Service and this Addendum without liability.
14. If Emergency Call Relay Center ("ECRC") routing is requested, a fee of \$150.00 shall apply per call. ECRC is a call center that endeavors to answer, process and route emergency call traffic to the nearest Emergency Services Center.
15. It is Customer sole obligation and responsibility:
 - a) To provide and update a register of End Users using activated numbers containing at least the following information for each number: name, ID Number, and address allocated to the number. The information in the register of End Users should be up-to-date at all times. This register shall be transmitted to Globalgig;
 - b) As soon as reasonably possible, and no later than 2 hours from Globalgig's first request, to make the complete and up-to-date information available to Globalgig for each concerned activated number;
 - c) To ascertain that the geographical address of the activated number corresponds to the actual physical location of the End User using this activated number. Customer acknowledges that an oral confirmation of the physical location might be required by the agents of Emergency Services Centers;
 - d) To guarantee that all the information provided by Customer when activating a number is correct, complete, accurate and current and corresponds with, *inter alia*, the actual address of the End User based on official documents and that this address is located within the geographical area of the activated number;
 - e) Unless provided otherwise by applicable laws and regulations of each country or as specified herein, to block outgoing calls to Emergency Services Centers made from activated numbers used with Nomadic Usage if the identification and exact geographic localization of the End User cannot be performed with certainty. Customer will clearly inform End Users of this restriction at the time of subscription and at least 4 additional times per year;
 - f) To always provide to Globalgig the CLI of an End User calling Emergency Services Centers in accordance with the guiding principles on CLI presentation (CLIP) even in cases where the End User opted for CLI Restriction (CLIR). Customer will clearly inform End Users of the unconditional display of their CLI when calling Emergency Services Centers;
 - g) To provide the CLI of an End User calling Emergency Services Centers in accordance with the E.164 Format. In case the format of the CLI provided by Customer does not comply with the E.164 Format the call to the Emergency Services Centers will be automatically rejected;
 - h) To guarantee that the CLI used by an End User for calling Emergency Services Centers is identical to the activated number used by that same End User to receive incoming calls;
 - i) To guarantee that in case of call forward to Emergency Services Centers, only the CLI of the initial calling party will be displayed;
 - j) Not to block or limit (in terms of duration or whatsoever) the access to Emergency Services Centers to End Users under any circumstance whatsoever;
 - k) To give absolute priority to calls made to Emergency Services Centers over any other calls or applications requiring the usage of dedicated bandwidth;
 - l) To comply with all applicable laws and regulations including data and consumer protection legislations regarding Emergency Services Center access including, but not limited to, to allow End Users to call Emergency Services Centers, free of charge and without any references of such calls in invoices to be paid by End User. Therefore, Customer will bear all costs related to the access, routing and transport of outgoing calls to Emergency Services Centers;
 - m) To immediately put in place all necessary technical means to prevent automatically dialed emergency calls made without human activity; and
 - n) At the time of subscription, to clearly inform End Users of the general limitations to Emergency Service as listed in this Attachment.
16. The provision by Globalgig of Emergency Service under this Addendum constitutes an obligation of means ("*obligation de moyens*").

17. Customer hereby releases Globalgig from any and all liability, losses, damages or Claims which may arise from Globalgig's disabling or disconnection of any of End User's activated number due to the failure of Customer to comply with its obligations under this Attachment, Addendum and/or Agreement.
18. Globalgig may disable, disconnect, suspend and/or terminate Services or Emergency Services under this Addendum due to a material breach or non-compliance by Customer or an End User. Customer understands and agrees that in the event Emergency Services are suspended and/or terminated pursuant to the Agreement or this Addendum, the Emergency Service will be canceled and End Users will not be able to access Emergency Services Centers from the activated numbers.
19. In the event Customer does not utilize the Emergency Service, Customer hereby represents and warrants that it does not rely on Globalgig in any way to provide features similar to Emergency Services or any other type of emergency services access.
20. Customer represents and warrants that it assumes all liability arising out of the association of Emergency Service to its End Users, customers, or to any holder of a telephone number issued by Globalgig.
21. Notwithstanding anything to the contrary in the Agreement, the Addendum or this Attachment, in no event shall Globalgig be liable for any direct, incidental, indirect, special, punitive, reliance, exemplary or consequential damages and Customer agrees to indemnify, defend and hold harmless the Globalgig Party from and against any and all Claims related to or arising out of Customer's breach or non-compliance with this Attachment.
22. Notwithstanding anything to the contrary, in Switzerland the Nomadic Usage of activated numbers is legally possible. In this respect Globalgig will always tag Switzerland activated numbers as used in the framework of a Nomadic Usage. As a consequence, Customer will: (i) inform the End User at the time of subscription about the consequences of a Nomadic Usage of voice over IP in case of emergency calls; (ii) require the End User to specifically sign a document where he/she recognizes the risk of a Nomadic Usage of voice over IP in case of emergency calls; and (iii) clearly inform the End User at the time of subscription that he/she should use as much as possible a more appropriate communication mean for emergency calls.

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