

Avaya Cloud Emergency Services, v.1.2

DISCLOSURE NOTICE

Date of Last Revision: February, 2021

Introduction: This Emergency Services Disclosure Notice provides important information about the ability to connect to local emergency numbers (such as 112, 911 or 999 short-codes) ("**Emergency Services**") using Avaya Cloud services and forms part of, and is governed by the written or online agreement and/or Avaya Cloud Terms of Service ("**Agreement**"), as applicable between Avaya Cloud Inc., Avaya Cloud Canada Inc., Avaya International Sales Ltd. or the applicable Avaya affiliate ("**Avaya**") and our customers ("**Customer(s)**," **You**" or **"Your"**). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

Description: VoIP services allow You to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and You acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional Emergency Services.

Emergency Services: Because of the unique nature of VoIP telephone calls, emergency calls through Your VoIP service will be handled differently from traditional phone service. The following provisions describe the differences and limitations of emergency calls, and You hereby acknowledge and understand the differences between traditional Emergency Services and VoIP calls placed to Emergency Services from Your account as described below.

Placing emergency calls: When You make an emergency call, the VoIP service will attempt to automatically route Your emergency call through a third-party service provider to the Public Safety Answering Point ("**PSAP**") corresponding to Your address of record on Your account. However, due to the limitations of the VoIP telephone services, Your emergency call may be routed to a different location than that which would be used for traditional emergency dialing. For example, Your call may be forwarded to a third-party specialized call center that handles emergency calls. This call center is different from the PSAP that would answer a traditional emergency call which has automatically generated Your address information, and consequently, You may be required to provide Your name, address, and telephone number to the call center. If a call is made from a non-provisioned or improperly provisioned telephone number, the call will not be automatically routed to the correct PSAP. Instead, that call will be handled by the backbone provider 24/7 Emergency Call Center (ECC). Customer acknowledges that for emergency call routing involving the ECC, Avaya has no ability to assist the caller in the event that (i) the caller cannot speak or identify their address; (ii) the data connectivity between the address database and the ECC is interrupted; or (iii) Avaya cannot provide the endpoint location information. To the extent permitted by applicable law, Customer also may be required to pay a per-call ECC charge of US\$75. The Parties acknowledge that this additional fee represents a good faith estimate of the additional cost, which will be incurred by Avaya and not a penalty. Customer acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. Avaya may terminate the Agreement and Service if Customer fails to correct non-provisioned or improperly provisioned telephone numbers and addresses, resulting in the imposition of repeated monthly additional fees.

How Your information is provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with Your account or call back number if different from the telephone number on Your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain Your name, phone number or physical location. Therefore, when making an emergency call, You must immediately inform the dispatcher of Your location (or the location of the emergency, if different). If You are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Correctness of information: You are responsible for providing, maintaining, and updating correct contact information (including name, business or residential address including the floor or suite number, and telephone number) with Your account. If You move Your service, access the service from a different physical location or otherwise change where You are using the service, You are responsible for promptly updating the location information. If You do not correctly identify the actual location where You are located, or if Your account information has recently changed or has otherwise not been updated, emergency calls may be misdirected to an incorrect emergency response site.

Disconnections: You must not disconnect the emergency call until told to do so by the dispatcher, as the dispatcher may not have Your number or contact information. If You are inadvertently disconnected, You must call back immediately.

Connection time: For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

Emergency calls may not function: For technical reasons, the functionality of VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to: Failure of service or Your service access device - if Your system access equipment fails or is not configured correctly, or if Your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of Your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; You may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for emergency calls; and changing locations - if You move Your system access equipment to a location other than that described in Your account information or otherwise on record with Avaya.

Alternate services: If You are not comfortable with the limitations of emergency calls, Avaya recommends that You terminate the VoIP services or consider an alternate means for accessing traditional Emergency Services.

Inform other users: You are responsible for notifying, and You agree to notify, any user or potential users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services as described herein.

EMERGENCY SERVICES LIMITATIONS AND RESTRICTIONS.

1. EMERGENCY SERVICES ARE NOT AVAILABLE FOR INBOUND-ONLY PLANS. FOR THOSE TWO-WAY OR OUTBOUND ONLY SERVICES THAT INCLUDE AN EMERGENCY SERVICE COMPONENT, THE EMERGENCY SERVICE COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS TRADITIONAL WIRELINE EMERGENCY SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES OF THE EMERGENCY SERVICES LIMITATIONS DESCRIBED HEREIN. AVAYA RECOMMENDS THAT CUSTOMER PURCHASE ALTERNATE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES. CUSTOMER ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE EMERGENCY SERVICES PORTION OF THE SERVICES WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW:

- a. Loss or interruption of electrical power at the user's location. The user will not be able to use the Service (including to call 911) during a power interruption or outage. Following the power interruption or outage, the user may be required to reset or reconfigure the Service prior to being able to use the Service, including to call 911.
- b. Loss or interruption of Internet access at the user's location.
- c. Failure of the user's broadband or VoIP hardware (including without limitation phones).
- d. Failure of the user's broadband or VoIP software (including without limitation soft phones).
- e. Improperly installed or configured user broadband or VoIP hardware (including without limitation Equipment).
- f. Improperly installed or configured user broadband or VoIP software (including without limitation softphones).
- g. Suspension, disconnection, or termination of the Service for any reason, including without limitation for failure to pay or default, or failure of the Service to function for any reason.
- h. The telephone number does not match the user's actual geographic location:
 - Customer failed to provide Avaya with the physical location of the user, or failed to provide the correct physical location (i.e. the address is incorrect, incomplete, abbreviated, or misspelled).

- Customer failed to update the user's physical location with Avaya when the user moved or changed location.
- The user attempts an emergency call from a location different than the location registered with Avaya.

Additionally, emergency service personnel cannot accurately track the location through Avaya's system, and it is therefore important that the location registration remains updated. For example, if the user utilizes its telephone equipment in Virginia where the area code is 703, but the assigned number has an area code of 212, an area code associated with New York City, when the user dials 911, it may not be able to reach any emergency personnel. Even if the user does reach emergency personnel, it may not be calling the emergency personnel near the user's actual location (the Virginia caller may be calling Emergency Services located in New York) and the emergency personnel may not be able to transfer the call to respond to the emergency, or otherwise provide assistance.

2. REQUIREMENT TO REGISTER AND UPDATE LOCATION INFORMATION. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF EACH USER'S PHONE OR SOFTPHONE ("**EQUIPMENT**") WITH AVAYA AFTER ORDERING THE SERVICES AND UPON ADDING A USER/USERS TO AN EXISTING AVAYA SUBSCRIPTION VIA ENTERING THE PHYSICAL LOCATION OF THE USER IN THE WEB-BASED AVAYA ORDERING PORTAL.

1.2.1 FOR AVAYA SIP TRUNKING, IF CUSTOMER HAS USERS AT ADDITIONAL LOCATIONS, THEN CUSTOMER IS REQUIRED TO IMMEDIATELY NOTIFY AVAYA OF THE PHYSICAL LOCATION OF EACH OF THESE USERS VIA EMAIL AT SIPTRUNKSUPPORT@AVAYA.COM. CUSTOMER IS REQUIRED TO IMMEDIATELY UPDATE EACH USER'S LOCATIONS WHENEVER THE PHYSICAL LOCATION OF SUCH USER'S EQUIPMENT CHANGES VIA EMAIL AT SIPTRUNKSUPPORT@AVAYA.COM.

1.2.2 FOR AVAYA ONECLOUD CCaaS PUBLIC, CUSTOMER MUST REGISTER THE PHYSICAL LOCATION OF EACH USER'S EQUIPMENT BY: (1) LOGGING INTO CUSTOMER'S SELF-SERVICE PORTAL AT [HTTPS://LOGIN.BPO.AVAYA.COM](https://login.bpo.avaya.com), OR A SUCCESSOR SITE TO COMPLETE SITE SPECIFIC LOCATION INFORMATION, OR (2) VIA EMAIL AT SUPPORTCLOUD@AVAYA.COM. CUSTOMER IS REQUIRED TO IMMEDIATELY UPDATE EACH USER'S LOCATION WHENEVER THE PHYSICAL LOCATION OF SUCH USER'S EQUIPMENT CHANGES BY FOLLOWING THE INSTRUCTIONS TO UPDATE SELF-SERVICE PORTAL FOUND ON DOCUMENTS.AVAYA.COM OR A SUCCESSOR SITE.

1.2.3 FOR AVAYA ONECLOUD IX WORKPLACE, IF CUSTOMER HAS USERS AT ADDITIONAL LOCATIONS, THEN CUSTOMER IS REQUIRED TO IMMEDIATELY NOTIFY AVAYA OF THE PHYSICAL LOCATION OF EACH OF THESE USERS VIA THE AVAYA SUPPORT PORTAL ([HTTPS://SUPPORT.AVAYA.COM](https://support.avaya.com)) AND OPEN A TICKET TO UPDATE YOUR USER LOCATION.

1.2.4 CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR THE USER'S EQUIPMENT WILL BE THE LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER, AND THAT AVAYA'S ONLY MECHANISM FOR ROUTING EMERGENCY CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE THEN-CURRENT REGISTERED PHYSICAL LOCATION FOR THE USER'S EQUIPMENT. IF CUSTOMER DOES NOT ACCURATELY IDENTIFY A USER'S LOCATION UPON ORDERING THE SERVICE AND/OR DOES NOT UPDATE SUCH INFORMATION WHEN THE USER'S LOCATION CHANGES, EMERGENCY SERVICE COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT EMERGENCY CALL TAKER. WHEN CUSTOMER NOTIFIES AVAYA OF THE REGISTERED LOCATION OF A USER OR A CHANGE IN A REGISTERED LOCATION OF A USER, THERE MAY BE A DELAY IN MAKING THE REGISTERED LOCATION AVAILABLE TO ROUTE EMERGENCY SERVICE CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION. DURING THAT TIME THE CALLS MAY NOT REACH ANY EMERGENCY SERVICE PROVIDER OR MAY NOT REACH THE CORRECT EMERGENCY SERVICES PROVIDER.

3. WARNING LABELS. AVAYA MAY PROVIDE CUSTOMER WITH LABELS WARNING THAT THE EMERGENCY SERVICE COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. CUSTOMER AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CUSTOMER DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CUSTOMER SHOULD CONTACT AVAYA BY SENDING AN E-MAIL TO SIPTRUNKSUPPORT@AVAYA.COM. CUSTOMER AGREES TO RELEASE, INDEMNIFY AND DEFEND THE EMERGENCY SERVICES INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS THAT MAY ARISE FROM CUSTOMER'S FAILURE TO SATISFY THIS SECTION 3, INCLUDING RESULTING FROM THE FAILURE OF CUSTOMER TO PROVIDE A CORRECT OR UPDATED ADDRESS TO AVAYA.

4. **ADDITIONAL EMERGENCY SERVICE LIMITATIONS.** THE LOCAL EMERGENCY CALL TAKER RECEIVING THE EMERGENCY CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR EMERGENCY SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN NUMBER OR LOCATION INFORMATION. THEREFORE, THE EMERGENCY CALL TAKER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE USER MAKING THE EMERGENCY CALL WHICH MAY DELAY OR PREVENT EMERGENCY SERVICES. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN AND IN THE EVENT OF NETWORK CONGESTION, THERE IS A POSSIBILITY THAT AN EMERGENCY SERVICE CALL WILL PRODUCE A BUSY SIGNAL, WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN EMERGENCY CALLS PLACED VIA TRADITIONAL, WIRELINE EMERGENCY SERVICES.
5. **EMERGENCY LIMITATION OF LIABILITY/INDEMNITY.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, AVAYA AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS ("**EMERGENCY SERVICES INDEMNIFIED PARTIES**") WILL HAVE NO LIABILITY TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY'S INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE EMERGENCY SERVICES INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF SUIT) BY OR ON BEHALF OF CUSTOMER OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF EMERGENCY CALLS TO FUNCTION OR FUNCTION PROPERLY OR AVAYA'S PROVISION OF EMERGENCY SERVICES OR FAILURE TO PROVIDE ACCESS TO EMERGENCY SERVICES.

End of Avaya Cloud Emergency Services Disclosure Notice v. 1.2