

# ARENAONE

## ARENA ONE UCaaS E-911 AND SERVICE ADDENDUM

All Services provided pursuant to this Service Addendum will be provided by Arena One, LLC (“Arena One”) to Customer pursuant to the terms of the Agreement. The parties agree that solely with respect to the Arena One UCaaS Services (hereafter “UCaaS Services” or “Services”) the following terms shall supplement the terms set forth in the Agreement and in the event of a conflict with such terms, these UCaaS Service terms shall govern with respect to the UCaaS Services. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

**UNLIMITED VOICE SERVICES.** Arena One reserves the right to periodically review usage levels of unlimited minute service plans to ensure that Customer is not abusing such plan and/or using such service in violation of Arena One’s Acceptable Use Policy. If such an abuse or violation is discovered, Arena One may terminate or adjust the plan as appropriate. Customer agrees to use the unlimited minute service plans for traditional voice or fax calls for a duration comparable to that of the average small business Customers presently utilizing Arena One’s UCaaS Service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by Arena One. Excessive use is defined by Arena One as use that substantially exceeds the average call volume or duration used by all other Arena One unlimited plan Customers, and attempting to originate or terminate multiple concurrent phone calls through any single line of service. The following types of services are specifically prohibited and may not be accessed through Arena One’s unlimited voice service plan: monitoring services, transmission of broadcasts or transmission of recorded material. Arena One may terminate Customer’s service or change Customer’s service plan if, in its sole discretion, Arena One determines that Customer’s use of the unlimited plan violates this prohibition, is otherwise “unreasonable” or results in abuse of the unlimited minute service plan.

Arena One shall consider Customer’s use of this Service to be “unreasonable” and therefore subject to immediate termination if Customer:

1. re-sells, re-brands, re-supplies, re-markets or commercially exploits Arena One’s Unlimited Voice Service, without our written consent, in order to aggregate traffic from more than one Customer over an “unlimited” line;
2. sets up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Voice Service; or
3. engages in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

Arena One shall consider Customer’s use of our UCaaS Service to be “abusive” and subject to immediate termination or adjustment if Customer utilizes:

1. autodialing, predictive-dialing, or robo-dialing;
2. continuous, repetitive or extensive call forwarding;
3. harassing, threatening or abusive calls;
4. unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
5. false information for Customer or any users of the UCaaS Service;
6. continuous or extensive chat line or conference call participation;
7. free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
8. repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
9. long duration calls (defined as calls to the same number in excess of four (4) hours (continuous or cumulative) within a twenty-four (24) hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
10. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
11. continuous call session connectivity;
12. fax broadcasting;
13. fax blasting;
14. telemarketing; or
15. any other activity that would be inconsistent with reasonable business use patterns, which cause network congestion or jeopardizes the integrity of Arena One’s network.

## **911 / E911 DIALING SERVICE GUIDELINES**

Customer understands that the UCaaS Service does not support traditional 911 or E911 access to emergency services in all locations. Instead, we offer a feature known as "911 Dialing" which is a limited emergency calling service available on most Devices. *The 911 Dialing feature cannot be used in conjunction with the Arena One Soft Phone or Virtual Numbers you ordered.* 911 Dialing is not automatic; Customer must take affirmative steps, as described below, to register the address where you will use the UCaaS Service in order to activate 911 Dialing. In addition, the 911 Dialing feature must be activated for each UCaaS phone number that you obtain. As indicated below, the 911 Dialing feature of the UCaaS Service differs from traditional 911 or E911. Customer understands that it must inform all persons who are located where the UCaaS Service is utilized of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the UCaaS 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchased should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). Customer is solely responsible for placing this 911 Sticker on each Device that you purchased. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact the party from whom you purchased the Device.

**Registration of Physical Location Required.** Immediately upon receipt of the telephone and activation of UCaaS Service, Customer must register the physical location and corresponding telephone number of each of its UCaaS telephones with Arena One. The physical location of any Device must be reregistered if moved or else any call made using the 911 Dialing feature may be sent to an emergency center near the originally registered address. Arena One To register a new location, Customer must contact the person responsible for installation of these Services for registration instructions.

**Confirmation of Activation Required.** Arena One. Customer is responsible for ensuring 911 Dialing is working from their registered location(s). Dialing 9-3-3 from any Device will confirm whether the Device is properly registered.

**Notification of an Emergency to Emergency Personnel.** Arena One utilizes a third party who will use the address of Customer's registered location to determine the nearest emergency response center and then forward Customer's call to a general number at that center. Since the operators at the emergency response centers may not have Customer address and telephone numbers, Customers must be prepared to provide the operator with this information in order to obtain help. In addition, some local emergency response centers may not have their general numbers answered by live operators twenty-four (24) hours each day. If Arena One is advised of this, Customer's call will be sent to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. In order to effectuate this, Customer must and hereby authorizes Arena One to disclose its 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 Customer's registered location.

## **SERVICE OUTAGES**

**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 Customer's power supply, the UCaaS Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, Customer may need to reset or reconfigure the Device prior to utilizing the UCaaS Service, including 911 Dialing.

**Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages, suspensions, or terminations of service by Customer's broadband provider or ISP will prevent all Services, including 911 Dialing, from functioning.

**Service Outage Due to Suspension or Termination of Customer's UCaaS Account.** If Customer's UCaaS Account is suspended or terminated for any reason, all Services, including 911 Dialing, will not operate.

## **Service Outages Due to ISP or Broadband Service Provider Blocking of Ports or Other Acts.**

Customer's ISP, Broadband or other third-party provider may intentionally or inadvertently block the ports over which the UCaaS Service is provided or otherwise impede the usage of the UCaaS Service. Upon notification, Arena One will work with Customer to resolve the issue. Until the blocking or impediment is removed, or the blocking or impediment is otherwise resolved, Customer's UCaaS Service, including its 911 Dialing feature, may not function. Customer hereby acknowledges that Arena One is not responsible for the blocking of ports by Customer's ISP, broadband service provider, or any other impediment to Customer's usage of the UCaaS

Service, and any loss of service, including 911 Dialing that may result. Customer also understands that even if it loses service as a result of blocking of ports or any other impediment to its usage of the UCaaS Service, Customer will continue to be responsible for payment to Arena One for its UCaaS Service charges.

**Other Service Outages.** All Service outages, for any reason whatsoever including but not limited to those described herein, will prevent all Service, including 911 Dialing, from functioning.

**Re-Activation Required if You Change Your Number or Add or Port New Numbers.** 911 Dialing will not function for any changed phone numbers or if any telephone numbers are added or ported to Customer, unless and until Customer successfully registers its location of use for each changed, newly added or newly ported phone number.

**Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** Customer understands that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call utilizing the UCaaS Service as compared to traditional 911 dialing over traditional public telephone networks.

**Possible Lack of Automatic Number Identification.** It may or may not be possible for the local emergency personnel to automatically obtain Customer's phone number when using the 911 Dialing Service. The UCaaS system is configured to send the automatic number identification information; however, one or more telephone companies, not Arena One, route 911 calls under this UCaaS Service, to emergency response centers and the center to which the call is routed, may not have the capability to receive and pass on that information. As a result, the operator who answers Customer's 911 call may not be able to automatically obtain Customer's phone number and call Customer back if the call is not completed, forwarded, dropped or disconnected, if the person providing the information to the operator is unable to speak and/or provide the operator its phone number, or if the UCaaS Service is not operational for any reason.

**Location Identification.** Customer will have access to both basic and enhanced emergency services. In some service areas, the address registered for 911 Dialing may not be transmitted to the local emergency response center. Therefore, on each emergency call, Customer should promptly state the nature of the emergency, Customer's exact location and telephone number. Emergency personnel may not be able to locate Customer if the call is not completed, forwarded, dropped or disconnected, or if the person providing the information to the operator is unable to identify its location, or if the Service is not operational for any reason.

**Disclaimer of Liability and Indemnification.** Arena One does not have any control over whether, or the manner in which, calls using the 911 Dialing service are answered or addressed by any local emergency response center. Arena One relies on third parties to assist us in routing 911 Dialing calls to both local emergency response centers and the national emergency calling center. As a result and in addition to any other disclaimer contained in the Agreement, Arena One disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center, as well as any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Thus, in addition to any other indemnification obligations between Customer and Arena One, Customer agrees to indemnify, defend, and hold harmless Arena One, its officers, directors, employees, affiliates, direct and indirect subsidiaries, agents, personnel (collectively "Arena One et al."), and any other service provider who furnishes services to Customer in connection with the UCaaS Service from and against any and all claims, damages, fines, penalties, loss, and any other liabilities, including but not limited to attorney's fees and court costs arising from or relating to the UCaaS 911 Dialing service, the inaccuracy of any Customer information or the inadequacy of any procedure, including but not limited to the delay or inadequacy of any emergency response or lack of emergency response to the appropriate location. Further, in addition to any other indemnification obligations between Customer and Arena One Customer agrees to indemnify, defend and hold harmless Arena One et al., from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees and court costs) by, or on behalf of, Customer or any third party relating to the absence, failure or outage of the UCaaS Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the UCaaS Service to be able to use 911 Dialing or access emergency service personnel. Arena One et al. shall not be liable for civil damages to any person, corporation or other entity for any loss or damage caused by any act or omission in the design, development, installation, maintenance, non-connectivity, or provision of 911 Services. The foregoing limitations shall not apply if any such claim or cause of action arises from Arena One's gross negligence, or willful misconduct.

**Alternate 911 Arrangements.** If Customer is not comfortable with the limitations of the 911 Dialing service, Customer should consider having alternate means of accessing traditional 911 services.

**TELEPHONY HARDWARE.**

Telephone rentals (“Device(s)”) may be provided by Arena One. Customer may not change the electronic serial number or equipment identifier on any Device or perform a factory reset on any Device. Customer understands and accepts that Customer may not make its own changes to these Devices while using the Service. Customer made configuration changes can cause the Service to become disabled. Customer will be charged a professional service fee by Arena One for reconfiguring Devices that have been tampered with.

Arena One does not provide any warranties for previously purchased Devices from sources other than Arena One

Upon request Arena One may provide a list of Device manufactures and models that can be reprovisioned on Arena One’s platform. It is Customer’s responsibility to ensure any reprovisioned Devices are set to the correct firmware Arena One supports. Non-compliant firmware can affect the user’s experience which may not be correctable by Arena One technical support. Arena One may charge a fee for existing Devices that are reprovisioned to Arena One UCaaS Service unless otherwise noted in the Agreement.