



SCHEDULE "B" TO
MASTER SERVICES
AGREEMENT
("AGREEMENT")

VoIP SERVICES

1. GENERAL

The following paragraphs 1.1 through 1.8 shall apply only to the provision of voice-over-Internet-Protocol (“VoIP”) telephony services by TELoIP to Customer.

1.1 MAINTENANCE

TELoIP shall provide Customer notification of feature and function updates that TELoIP makes available generally to its VoIP Customers. The contents of any such notification shall be decided upon by TELoIP in its sole discretion.

1.2 EMERGENCY 9-1-1 SERVICES (CUSTOMER ACTION REQUIRED)

- a) *Inform all users.* Customer agrees and acknowledges that due to the unique nature and portability and mobility of voice services provided over data networks, including TELoIP Services and, in particular, the VoIP Service provided to Customer, 9-1-1 operator services may not be provided to Customer by TELoIP with certainty, consistency and reliability. Customer agrees to inform any users, including guests, of these limitations, and to place on each device used with a VoIP Service a sticker warning of them. Customer agrees to contact TELoIP for stickers if it requires more in order to place one on each device used with a VoIP Service.
- b) *Register physical location.* For each device and each telephone number with which Customer uses a VoIP Service, it must register a physical location by providing it to TELoIP. That physical location should correspond to the address and, if appropriate, location within that address, at which Customer uses that device. When Customer moves a device to another location, it must register the new location with TELoIP.
- c) *Alternate 9-1-1 arrangements.* Customer agrees to carefully consider the limitations of VoIP 9-1-1 services and, if not satisfied with them, to obtain an alternate means of accessing 9-1-1 services.

1.3 EMERGENCY 9-1-1 SERVICES (NATURE OF SERVICE)

- a) *Enhanced 9-1-1 (used at registered location).* If Customer has confirmed its address and municipality with TELoIP, confirmed with TELoIP that each of its TELoIP VoIP Services is used at that location, and confirmed with TELoIP that its area code corresponds to that location, and TELoIP has acknowledged all such confirmations, then Customer will receive enhanced 9-1-1 (“E9-1-1”) service at that location. With E9-1-1 service, a call to 9-1-1 is automatically routed to the appropriate Public Safety Answering Point (“PSAP”), where the emergency operator receives Customer’s telephone and Basic 9-1-1 (used at non-fixed location). If Customer’s telephone number does not correspond to the address and municipality where Customer permanently uses TELoIP Service—for instance, roaming use, or not telling TELoIP about the permanent fixed use, or not having confirmed that Customer’s assigned area code corresponds to Customer’s location—then Customer will receive basic 9-1-1 service. With basic 9-1-1 service, a call to 9-1-1 is routed to a call centre. When a basic 9-1-1 call is made the caller will need to provide the emergency operator with the caller’s

name and telephone number and the appropriate address in order to localize the emergency event to that address.

- b) *Service outages.* Dialling does not function in the event of outages. Outages may be caused by a variety of factors, including Internet outages, suspension or termination of broadband service, termination of Services permitted under this Agreement, or power failure or disruption. If there is an interruption in the power supply, 9-1-1 dialling will not function until power is restored and, if necessary, the device is reset or reconfigured following the restoration of power.
- c) *Network congestion.* There may be a greater possibility of network congestion or reduced speed in the routing of a 9-1-1 call made using the Service, as compared to traditional 9-1-1 dialling over traditional public telephone networks.
- d) *Limitation of 9-1-1 liability.* TELoIP shall not be liable to any person, corporation, or other entity for any loss or damage caused by any act or omission by TELoIP in the design, development, installation, maintenance or provision of 9-1-1 services. Customer agrees to defend, indemnify and hold TELoIP and TELoIP personnel harmless from any and all claims, damages, fines, penalties, and any other liabilities, including legal fees, arising from inaccuracy or omission of any information provided by Customer or the inadequacy of any procedure or personnel using a 9-1-1 service or a Service.

1.4 PRIVACY

Customer agrees and acknowledges that due to the unique nature and portability and mobility of voice services provided over data networks, including TELoIP Services and, in particular, any VoIP Service provided to Customer, the following privacy safeguards are not available:

- a) delivery of the privacy indicator when invoked by an end-user of the VoIP Service provided to Customer;
- b) provision of automated universal per-call blocking of calling line identification;
- c) disallowance of call return to a blocked number;
- d) provision of universal call trace.
- e) In addition, TELoIP uses, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. TELoIP is not liable for any lack of privacy which may be experienced by Customer or its users as a result.

1.5 NORTH AMERICAN LONG DISTANCE

The term "North American Long Distance" may be used in TELoIP communications or agreements with Customer. Unless clearly defined otherwise by TELoIP in writing, "North American Long Distance" means continental Canada and the continental United States. Continental Canada does not include NT, NU or YT. The continental United States does not include AK, AS, FM, GU, HI, MH, MP, PW, PR, VI or any independent carriers within regions not listed.

1.6 MESSAGE RELAY SERVICE

Message Relay Service (“MRS”) is available upon request for a user of the VoIP telephony service provided to Customer’s user who is hearing impaired. There are no additional charges associated with using MRS with a TELoIP VoIP Service.

1.7 NO DIRECTORY LISTING

TELoIP does not provide a telephone directory to Customer. TELoIP will not provide the phone numbers that Customer obtains from TELoIP to telephone directories or directory operators. Customer acknowledges that someone who has been provided Customer’s phone number may not be able to utilize a reverse directory to look up the address associated with that phone number.

1.8 CHANGE TO NUMBER

- a) *No toll-free number transfer.* Customer shall not, without prior written consent of TELoIP, transfer or sell any 800 or 888 Inbound Long Distance Service number provided by TELoIP.
- b) *No property right.* Customer has no property right in any phone number TELoIP assigns to or provides to Customer for use. TELoIP shall be entitled to change any such number upon determining, at TELoIP’s sole discretion, that such change is necessary. TELoIP shall provide Customer with such advance notice of change as TELoIP determines to be reasonable in light of circumstances.