

# Lumen VoIP Enhanced Local Services(“ELS”) Supplemental Terms

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At the time the DID/DOD is ordered by Customer, two address fields will be presented for the Customer to complete. Customer must provide the Service Address in all cases. Customer must provide the Registered Location (which may also be referred to as to as the “E911 Address” or “911 Address” in the Portal/UI or other documentation) to Lumen unless the Customer chooses to provide Customer provided 911 Service. “Portal/UI” means (i) the portal located at the web address provided by Lumen; and (ii) the user interface associated with an Application Programming Interface (API) that Customer may be utilizing in conjunction with the Service. The Registered Location, will have its own validation process to ensure accuracy. Lumen will use the Registered Location to update the ALI database, and the Customer will submit change orders to modify this Registered Location whenever the end user has moved locations or is otherwise located at another physical location. Standard 911 Emergency Calling capability offers nomadic functionality, but is not geo-location enabled; it requires a manual update to the Registered Location associated with the telephone number by the Customer in the Portal/UI. Customer is responsible for providing a valid and accurate Registered Location. If Customer utilizes artificial intelligence or automation to provide information, including but not limited to the Registered Location, in the Portal/UI when ordering the Service, Customer is solely responsible for any inaccuracies or errors that may occur. Customer understands that Registered Location updates do not occur immediately.

Customer may only use the Service at the Registered Location for that TN. When Customer is utilizing Lumen provided Emergency Calling, Customer must obtain Lumen’s confirmation of any requested change to the Registered Location. Customer must submit a Registered Location change request, as a change Order or in such other form as Lumen may designate, and receive Lumen’s confirmation that the change Order updating the Registered Location has been completed (“Registered Location Update Confirmation”), before using Service at any location other than the last confirmed Registered Location. Failure to obtain Lumen’s confirmation is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency service calls being routed to the incorrect emergency response operator based on incorrect address information. Any emergency response services calls placed prior to receiving the Registered Location Update Confirmation will be routed according to the last confirmed Registered Location. If, upon submission of a Registered Location change request, Lumen rejects the change Order for any reason, Customer understands that Lumen has not confirmed using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to emergency response services, Customer and its end users/Subscribers must not install or use IP devices or soft phones with the Service to dial emergency response services at another address without following the above address change process. Customer must notify the Subscriber/end user if a Registered location is rejected and when the Registered Location Update Confirmation is received by Customer.

## Access to Emergency Response Services.

### Lumen Provided Emergency Calling.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**Emergency Calling Capability and Customer’s Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/“ALI” in North America and calling line identifier/“CLI” in Europe) to Lumen (the “Registered Location”) conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen’s approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. “Emergency Calling” is the ability to access emergency response services associated with the Registered Location, subject to each party’s obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer’s end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment*

associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <https://www.lumen.com/911advisory>. **Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.** Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by submitting the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

**Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND LUMEN AND ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ANY CLAIM, DEMAND, ACTION, OR LIABILITY ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) THE ACTS AND OMISSIONS OF CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS, THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW (INCLUDING WITHOUT LIMITATION THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS). CUSTOMER WILL ALSO PAY ANY COSTS OF SETTLEMENT, DAMAGES, FINES, PENALTIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSESSED AGAINST OR INCURRED BY LUMEN OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IN CONNECTION WITH A CLAIM, DEMAND, ACTION, OR LIABILITY GOVERNED BY THIS PROVISION.

Lumen offers standard 911 Emergency Calling capability as part of the ELS Service, subject to the limitations stated in these ELS Supplemental Terms, the Service Schedule, and the 911 Advisory. The standard 911 capability provided is the nomadic implementation of Lumen provided Emergency Calling capability. Lumen provided Emergency Calling capability will not function, or will not function properly: (i) during any disruption of power at the Subscriber location; (ii) during any disruption of internet connectivity to the Subscriber location; (iii) during any period where Service to a Subscriber has been canceled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (iv) if incorrect or invalid Registered Location information is provided, or if such information is not updated in the event of a change in 911 location; or (v) if equipment provided to or used by the Subscriber in connection with ELS Service fails to function or is improperly (or is not) installed or configured. Emergency Calling capability will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation, including following Port-Ins.

BY PLACING AN ORDER FOR ELS SERVICE I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THESE SUPPLEMENTAL TERMS OR THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE CENTURYLINK OR LUMEN MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A CENTURYLINK OR LUMEN MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <https://www.lumen.com/911advisory>.