

## LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

**1. General.** This Service Schedule applies when Customer orders Lumen Cloud Communications Service ("Service"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Service. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order, Lumen-issued quote, Order Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Service Description.** Service is an internet protocol ("IP") based service that provides real-time two-way voice capability in IP over an internet connection coupled with other Unified Communications ("UC") features. Service also includes options to support functional lines for alarms, elevators and security. Customer may purchase Service on a per package basis. Service packages include specific features based on package type. In addition to the Service, Customer may also purchase IP handsets and accessories ("IP Device(s)") from Lumen.

### 2.1 Packages.

**(a) Standard Package.** The Standard Package allows the end user to make and receive voice calls and includes standard telephony features.

**(b) Advanced Package.** The Advanced Package has the call capabilities and telephony features of the Standard Package as well as access to a soft phone. Soft phone means software for an IP enabled device that allows Customer's end users to make and receive calls on that device.

**(c) Professional Package.** The Professional Package has the call capabilities and telephony features included in the Advanced Package and includes access to collaboration features including instant messaging, team workspaces and audio/video conferencing.

**(d) Specialty Lines Package.** The Specialty Lines package supports functional lines needed for alarms, security, and elevators. This package includes a Standard Package, up to 2 Gb of LTE network (per location) as a failover, management and monitoring services, Lumen owned and provided devices that include a UPS, ATA and LTE router which is packaged in the total MRC. LTE network is pulled across all Customer locations. LTE overage charges may apply. MRC also includes onsite installation and site survey. Additional chargeable items may be identified during the site survey.

**2.2 Local and Outbound Domestic Long Distance Service.** Local calls and domestic long distance are included in the Standard, Advanced and Professional Package.

**2.3 Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer is responsible for ensuring that its Customer data, network/equipment and premise environment ("Customer Environment") is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on the Service using that network. Lumen has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.

**(b) Access.** Customer must provide Lumen and/or its representative access to the Customer premises to the extent reasonably determined by Lumen to support Service. Customer must cooperate with any third-party approved by Lumen to assist in provisioning at the Customer's site. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

**(c) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Lumen commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE LUMEN WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY LUMEN; and (b) federal Do Not Call rules require that

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companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(d) Unsupported Calls.** The Service does not support collect or third-party billing. The Service does not support operator services, 900, 976 and/or x11 services (other than 911, 811, 711 and 411 dialing) in all service areas.

**(e) Area of use.** The Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN and is within the United States (not including U.S. territories). Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one location in any other location, unless Customer has requested a change of its Registered Location, and has received approval and the Emergency Services Update Confirmation from Lumen as set forth in the "Use of Service at a Different Location" section below. Emergency calls automatically route to the appropriate emergency response center based upon the Registered Location. The definition of "Registered Location" is found in the "Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations" below. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

**(f) Use of Service at a Different Location.** Customer may only use the Service at the Registered Location for that TN. Customer must submit a Location change request before using Service at any location other than the Registered Location. Location change request process can be found at <https://www.lumen.com/help/en-us/cloud-communications.html>. Failure to change the location is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency calls being routed to the incorrect emergency response operator based on incorrect address information. To ensure proper routing of emergency calls, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to make emergency calls at another address without following the location address change process.

**(g) Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer has no right to transfer any licenses assigned to it in association with the Service in any way. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for fraudulent or unauthorized use of the Service.

**(h) Power Outages; Internet Access, Customer Environment and CPE Failures; Maintenance Work.** The Service will not operate (including, without limitation, end users will be unable to access emergency services) if any of the following items fail: (i) power used with the Service; (ii) the internet access used with the Service (including without limitation, failures caused by suspension or termination of the internet access under the terms of that service); (iii) the customer environment; (iv) IP enabled devices used with the Service. Additionally, the Service will not operate (including, without limitation, end users will be unable to access emergency services) while maintenance work is being performed.

**2.4 Service Levels.** Service is subject to the Lumen Cloud Communications Service Level Agreement ("SLA"). The SLA is posted at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen reserves the right to amend the SLA effective upon posting to the website or other notice to the Customer. Customer will not be entitled to SLA remedies if Service fails to meet a Lumen SLA due to a failure, malfunction, or insufficiency of internet access, IP devices, or any other services, facilities, and components relating to Service, including without limitation customer environment. Internet access and IP devices are not included in the SLA measurement. The SLA remedy is Customer's sole remedy for nonperformance, outages, failures to deliver or defects in Service. SLA remedies will not be available for Excused Outages. Excused Outage is defined in the SLA.

**2.5 Promotions.** Lumen may offer certain discounts, features, promotions, waivers of applicable charges (such as termination charges) and other benefits associated with the purchase of Services, in marketing and informational materials (collectively, "Promotions"). Provided that Customer meets and continues to meet the qualification requirements of the applicable Promotion, in the event of any conflict between the terms of the Agreement and the terms of a Promotion, the terms of the Promotion will control with respect to the Service. Lumen may, in its sole discretion, change or discontinue Promotions at any time without further notice.

Lumen may provide a "Try and Buy" option for Lumen Cloud Communications Specialty Lines package on an approved basis. The "Try and Buy" will require customer to sign an initial term contract with the first 90 days being at no charge to the Customer and the associated CPE included at no charge. The "Try and Buy" will be limited to a single location with max of 8 lines unless otherwise negotiated. Locations may not qualify if additional work is identified during site survey. Customer may choose another location at that time. Customer will be able to cancel via written notification at any time during the initial 60 days of the Try and Buy period. At time of cancel, any devices provided as part of the "Try and Buy" will need to be returned to Lumen within 30 days of cancelling or before the initial 90 day period ends. Site survey and installation charges may be assessed upon cancellation. If customer chooses to remain on the service, all applicable terms and pricing will apply unless negotiated rates and terms are approved prior to the end of the "Try and Buy" 90 day term. SLA remedies are not applicable during the Try and Buy period.

**2.6 IP Devices.** Lumen may provide IP handsets and accessories ("IP Devices") for Customer's purchase and use with the Service packages Standard, Advanced and Professional. Purchased IP Devices will be charged as a one-time non-recurring charge ("NRC"). Installation for IP Devices may be purchased separately for a one-time NRC. All Lumen-provided IP Devices and any software associated with any IP Device or which is necessary to utilize the Service via the IP Device are subject to all applicable terms and conditions set forth by the manufacturer or publisher, available upon request, including but not limited to any end-user license agreements, warranties,

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and return material authorization policies. Lumen is not responsible for any maintenance or management of IP Devices utilized by Customer in association with Service. Should Customer utilize IP Devices not provided by Lumen, Customer hereby releases Lumen from any and all liability relating in any way to those IP Devices.

All sales of IP Devices to Customer by Lumen in association with the Service are final. Customer will pay all applicable shipping charges for the IP Devices. Ownership and all risk of loss of IP Devices except damage caused by Lumen, its agents or subcontractors, will transfer to Customer when the IP Devices ship from the manufacturer. Lumen will invoice Customer for IP Devices upon delivery confirmation. Until Customer pays Lumen in full for any IP Devices, Customer (1) grants to Lumen a continuing security interest in such IP Devices, including additions, replacements, and proceeds; (2) authorizes Lumen to file a financing statement with or without Customer's signature, and (3) will not transfer the IP Devices or change its name or organizational status except upon at least 30 days prior written notice to Lumen. IP Devices are sold on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose. Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer or vendor of the applicable IP Devices.

As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to any IP Device following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. Where a new IP Device is purchased due to Loss or damage, Customer will pay: (a) the full replacement value of the damaged IP Device, and (b) a one-time charge to cover Lumen's cost to ship the new IP Device. The terms and conditions in this Service Schedule will continue to apply. The replacement IP Device may or may not be the same model.

### 3. Customer Responsibilities.

**(a)** Customer is responsible for providing internet access that is compatible with the Service and meets the minimum speeds necessary to support the Service. Customer will be responsible for troubleshooting all quality of service and connectivity issues including, but not limited to, engaging the internet access provider on outage and quality issues.

**(b) Telephone Numbers.** Customer must select at least one telephone number ("TN") for use with Service. The TNs may be new TNs or existing TNs that are currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications service and ported to Lumen for use with the Service ("Ported TNs"). Customer is responsible for providing all information necessary for Lumen to facilitate the use of the Ported TNs with the Service. If Customer does not order new TNs from Lumen, and Ported TNs are not ported within 60 days of the request to port TNs for a specific location, Lumen reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, Lumen may terminate Service and Customer will lose all telephone numbers. There may be limitations to porting telephone numbers between voice service providers. Due to the geographic nature of telephone numbers and the differences with the geographic areas that service providers are authorized to serve, telephone numbers ported or otherwise served by VoIP service providers may not be portable by other voice service providers.

**(c) Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify Lumen, its Affiliates, vendors, agents and contractors against all third-party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**(d) Service Term.** Services may be ordered for a Service Term. All Services at a location will be coterminous with the Service Term of the first Service provided at that location regardless of when any subsequent Services are ordered. At the end of the Service Term any remaining Service at that location will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen.

**(e) Cancellation and Termination Charges.** If Customer cancels an Order for Service prior to the delivery of a Connection Notice cancellation charges may apply. If Customer terminates all Services at a location prior to the expiration of the Service Term for that location, or if all Services at a location are terminated by Lumen as the result of Customer's default, Customer will pay early termination charges as set forth in the Agreement for the peak number of Services ordered at that location.

**(f) Billing and Charges.** Customer will pay MRCs and NRCs for the Service and any additional charges for certain activities or features as set forth in the Order.

**(g) Acceptable Use Policy and Privacy Policy.** Customer must comply with the Lumen Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html> for Service purchased under this Service Schedule and acknowledge the Lumen Privacy Policy, which is available at <https://www.lumen.com/en-us/about/legal/privacy-notice.html>. Lumen may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers.

**(h) E-Mail Information/Updates.** Customer acknowledges and agrees that Lumen or its representatives may contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service for any reason relating to the Service. Customer

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further agrees to provide Lumen with any and every change to its e-mail address by updating its e-mail address on the <https://www.lumen.com/login/>.

(i) **Internet Access.** Internet access is not part of the Service and Customer must obtain it separately.

### 4. Additional Service Limitations and Disclaimers.

**4.1** If Customer experiences Service performance issues at any location, Lumen or its representative will work with customer to isolate the problem. However, Lumen's sole obligation will be to provide IP phone or software client configurations to Customer. Lumen will not troubleshoot voice quality issues associated with internet access that is not provided by Lumen, and Lumen will not work with a third-party internet access provider on behalf of Customer.

**4.2** The performance and quality of the Service depends upon the internet access obtained by Customer. Lumen does not guarantee the quality of Service or that Service will perform as described in the Service Schedule. This includes, but is not limited to, placing and receiving calls (including emergency calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

**4.3** Regardless of any provisions to the contrary in the Agreement, Lumen will have no liability whatsoever for Service issues at any location related to or caused by the misconfiguration, or failure of the internet access or any equipment of the Customer or internet access provider.

**4.4 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Lumen's ability to provide service to Lumen customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for autodialing, predictive dialing, chat lines, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for any other uses that result in usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording laws related to Customer's use of a call recording feature, if any.

**4.5 Privacy.** Lumen, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of the Service to perform maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**4.6 Security.** Lumen has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by Lumen used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-Lumen transmission system to transmit or receive data stored on Lumen systems (in any format, e.g., .WAV files or speech-to-text), Lumen makes no representations regarding the security or compliance of those transmission systems. Lumen is not responsible for the security of those transmissions. Lumen will not assume nor bear any responsibility for determining whether a non-Lumen transmission system is appropriate for transmitting Customer data, or if other security measures are necessary. Any and all security-related issues discovered by Customer must be reported to Lumen within 24 hours of discovery.

**4.7 No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties.

**4.8 Access to Emergency Response Services.**



**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.**

**4.8(a). 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

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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 <http://www.Lumen.com/legal/HV/ISIP/911advisory.pdf>. 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 signing 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.

### 4.8(b). Limitation of Liability.

(a) 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 AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 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).

(b) CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

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ATTACHMENT A  
WARNING LABELS (US)

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if  
Your broadband/interconnect connection has failed or is disconnected  
Your electrical power is disrupted  
The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

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