

**VoIP Services Addendum to the Master Service Agreement (MSA)**

**NOTE-No Signature required if signing Service Terms and Conditions**

This Service Addendum is entered into on the last date as signed below (the "Effective Date"), between Executive Telephony Solutions, Inc, , (hereinafter "Seller"); and

(hereinafter the "Customer"). Seller and Customer are collectively referred to herein as the "Parties" and individually as "Party".

All provisions contained in the Master Services Agreement ("MSA") entered into between the Parties shall apply to this Service Addendum. In the event of a conflict between the terms of the Service Addendum and the terms of the MSA, the Service Addendum shall govern.

**DEFINITIONS AND DEFINED TERMS:**

"Seller" is in the business of providing wholesale telecommunications services. Customer desires to purchase from Seller, and Seller desires to sell to Customer, wholesale telecommunication services, in accordance with the terms and conditions set forth in this Service Addendum.

"Agreement" is defined in the MSA.

"Service" shall mean those telecommunication services described in this Service Addendum and the attached Service Schedule(s), incorporated herein by reference.

"Service Date" shall mean the date of completion of provisioning and testing of the Services; which date will be notified promptly in writing to the Customer by Seller.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Customer represents and warrants that, with respect to the Seller's Services, Customer (i) may either be an end user and/or (ii) is using such Services for resale telecommunications or as a component of an

interconnected VOIP service to be sold in the normal course of business.

**2. SERVICE TERM.** This Service Addendum shall commence on the Effective Date and shall continue for an initial term ("Term") of Twenty-Four (24) months from the Service Date and thereafter shall automatically renew for equivalent successive renewal Terms unless we are notified 90 and 180 days prior to the end of the Agreement Term. Customer remains responsible for the remainder of charges, including but not limited to local loop charges, equipment lease and other charges related to Customer's connection to Seller network.

**3. OPERATIONAL MATTERS.** Where applicable, the Customer shall be responsible to connect to Seller's network at one of Seller's network interconnection locations, and he Customer shall be responsible to procure, at its own expense, the necessary facilities or equipment required to interconnect to such locations unless otherwise noted. Seller shall use best efforts to provide the Services on the Service Date and the Seller shall be solely responsible to coordinate the provisioning of its respective matching facilities and/or equipment (where applicable) by the Service Date. The Parties shall coordinate the management of their respective system facilities, with each Party being responsible for providing and operating, at its own expense, its respective network facilities. The Parties also shall interface on a 24 hours/7 days a week basis to assist each other with the isolation and repair of any facility faults in their respective networks. Service is provided to Customer on "As Is" basis.

**4. PRICING, PAYMENT.** For the Services provided pursuant to this Service Addendum, Customer shall pay Seller per the pricing and provisions set forth in the attached Service Schedule. Seller, in its sole discretion, may amend the Service Schedule from time to time. Such amendments shall become effective twenty-four (24) hours after Seller gives written notice of the amendments to Customer. Terms are on a prepaid basis only, and payment is due as Services are rendered or special negotiated agreement(s). In no event shall Seller be liable for the fraudulent or illegal use of the Services by

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Customer or by any customers or end-users of Customer, or for any amounts that Customer is unable to collect from its customers, end users or others. Customer shall defend Seller against all claims of participation, involvement, acquiescence or supposed knowledge in fraudulent or illegal or improper use of Seller's services or products including the use of telephone numbers provided to Customer. If Customer in good faith disputes any charges, it shall submit to Seller within ten (10) days following receipt of such disputed charges the written documentation identifying the disputed charged amounts. The Parties shall investigate the disputed charges and upon mutual agreement, Seller shall issue a credit against future charges. Failure to contest a charge within ten (10) days of the posting of that charge will create an irrefutable presumption of the correctness of the charge, absent manifest error.

**4.1 Fraudulent Calls.** Customer shall take reasonable measures to protect against fraudulent usage of Seller's terminating service, including implementing systems and procedures to monitor, detect, and prevent fraud. Customer will be liable for any charges for the use of Seller's terminating network under this Agreement resulting from fraudulent usage or other unauthorized calling, regardless of whether or not the fraudulent usage or unauthorized calling was, or could have been detected by Seller.

Seller will attempt to block traffic destined to countries that are known to be target destinations for fraudulent traffic. Customer may visit <http://www.executivetelephony.com/support/files/Fraud-Block-Country-Code-1-7-15.jpg> for notices for the current list of blocked countries ("LD Fraud Blocked Country List"). Customer may request that specific country codes from the LD Fraud Blocked Country List to be opened by contacting Seller at [Support@ExecutiveTelephony.com](mailto:Support@ExecutiveTelephony.com) Seller may change the list of blocked countries at any time without notice to Customer. This section does not change Customer's liability to pay for any fraudulent traffic, including traffic to any destinations on the LD Fraud Blocked Country List.

Customer shall defend Seller against all claims of participation, involvement, acquiescence or supposed knowledge in fraudulent or illegal or improper use of Seller's services or products including the use of telephone numbers provided to Customer.

**5. SUSPENSION AND TERMINATION.** In addition to the remedies in the MSA and any other rights at

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law or in equity, Seller may immediately suspend the delivery of Services and/or terminate this Agreement in the event that Customer (i) fails to maintain a positive balance in its account as required in this Service Addendum (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; or (iii) commits a breach of any of the material terms of this Agreement and fails to remedy such breach within fifteen (15) days after receipt of written notice thereof from Seller.

In the event of any termination of this Service Addendum, Customer shall pay Seller for all Services rendered through and including the date of termination. In the case of early termination of the fixed term pursuant to this Service Addendum prior to the expiration of the Term either by Seller pursuant to this Paragraph or by Customer for any reason other than a material breach solely attributable to Seller, Customer shall remain liable to pay Seller for the monthly charges or minimum commitments defined in the Service Schedule attached hereto for the remainder of the then-current Term. Customer understands and agrees that any breach by Customer of its obligations under this Service Addendum shall also be deemed a breach by Customer of its obligations under the Agreement and understands and agrees that such breach shall authorize Seller and/or any of its affiliates to immediately suspend performance under, and/or terminate, said Agreement with Customer for default if such breach(s) have not been cured within the applicable time provided for in this Service Addendum.

**6. CUSTOMER'S SOLE REMEDY AGAINST SELLER.** Customer agrees that its sole remedy against Seller for Seller's failure to comply with any provision of this Service Addendum, shall be to obtain credit(s) for future services, or in the event of a breach by Seller, to terminate the affected Service. In no event shall Customer be entitled to money damages for any legal claim it may have against Seller. Such credits may not be transferred, sold, conveyed or given to any third party and may be only used by Customer.

**7. TELEMARKETING OR OUTBOUND CALL CENTER TRAFFIC.**

Customer must notify Seller if Customer intends to use Seller's network for outbound telemarketing, predictive dialing, robo-dialing, or any volume outbound calling campaigns. Seller will not accept short duration call traffic. If the percentage of

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completed calls with duration of six (6) seconds or less ("Short Duration Call") exceeds 10% of the total completed calls within any billing cycle, a surcharge of \$0.015 will be added to each Short Duration Call in that billing cycle inclusive of Short Duration Calls below the 10% threshold. Seller may change the percentage of completed call and surcharge with no less than seven (7) days' notice to Customer.

If the ratio of unanswered calls ("Non-completed calls") to completed calls exceeds 50% within any billing cycle, a surcharge of 10% will be added to all usage charges for the billing cycle. Call invitations offered by the Customer's network to Executive Telephony Solutions, Inc that result in a 503 response code, thereby returning the call to the Customer's network, shall be excluded from the calculation of non-completed calls. Seller may change the ratio and surcharge % with no less than seven (7) days' notice to Customer. Seller may change the ratio and surcharge % with no less than seven (7) days' notice to Customer.


If Seller's network will be used for any of these type campaigns for USA/Canadian domestic calls, Customer may be required to provide Call Detail Records (CDR) to verify traffic meets Seller's minimum requirements. Seller will require at least 70% of Customer's traffic to be terminated into RBOC (Regional Bell Operating Company) rate centers. If Customer's traffic is in excess of 30% non-RBOC then a 10% surcharge will be applied to all Non-RBOC Traffic. In addition, if Customer will be soliciting consumers in the United States, the FCC mandated DNC (Do Not Call) list guidelines must be strictly followed. Failure to comply with these requirements may result in account suspension and/or cancellation.

**8. CALLING PARTY NUMBER.** Customer must pass a valid and correct US or Canada number as Caller ID (CLID) or ANI. Seller reserves the right to refuse service if such ANI is not passed.

**9. DID NUMBERS.** Seller will make available to Customer all reasonably requested DID (telephone numbers) to the extent that Seller has access to such numbers. Subject to conditions, Customer has the right to port the assigned numbers until 90 days after termination of this Agreement, after which Customer will have no rights whatsoever to any particular numbers. It is Customer's responsibility to test the numbers assigned before activating them and delivering the service to Customer's end-user.

**10. 911/E911** Customer acknowledges that by providing Seller's Service to Subscribers,

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Customer may be providing an "Interconnected VoIP Service" as that term is defined in 47 C.F.R. § 9.3 and that Customer may be subject to all requirements of 47 C.F.R. Part 9 that apply to the provision of such service. Customer agrees that it will provide all of its end-users with notice that Customer's VoIP services may not be 911/E911 compliant and Customer shall obtain from its end-users adequate waivers releasing Customer and Seller of any and all liabilities that may arise out of claims that could be brought related to 911/E911 issues. Customer agrees that Seller's sole responsibility with regard to the provision of 911/E911 services for Customer's end-users is to ensure that the interconnection arrangements are 911/E911 compatible. Customer bears all other responsibility for the provisioning of 911/E911 or Alternative 911 services to its end-users and for any costs associated with the provisioning of these services, including but not limited to interconnecting with the appropriate 911 Public Service Access Point ("PSAP") and the payment of any governmental fees or assessments related to 911/E911 or Alternative 911 services. Customer agrees to 

**11. Federal Communications Commission ("FCC") and State Regulatory Commission Universal Service Fund ("USF") Requirements.**

Customer represents and warrants that it is in compliance with all applicable FCC registration requirements and if applicable, has obtained an FCC Form 499 Filer ID number. Customer agrees to complete and submit to Seller's Federal USF ("FUSF") certification form on an annual basis. Customer agrees to contribute directly to the FUSF for the Services it purchases from Seller as required by the current rules, regulations, orders, and guidance of the FCC. If Customer does not contribute directly to the FUSF for the Services it purchases from Seller and Customer does not sell those Services to Resellers that contribute directly to the FUSF for those Services, then Customer agrees to reimburse Seller for any applicable FUSF contribution obligations in the form of FUSF charges on Customer's invoices for Services. Customer shall defend and indemnify Seller for any claims, damages or fines against or costs incurred by Seller arising out of Customer's failure to comply with FCC and/or state regulatory commission rules, regulations, orders, and guidance.

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**12. CALEA.** Customer acknowledges that by providing Seller's Service to Subscribers, Customer may be obligated to comply with the Communications Assistance for Law Enforcement Act, 47 U.S.C. Sections 1001-1010 ("CALEA") and the FCC's implementing regulations, 47 C.F.R. Sections 1.20000-1.20008. Customer agrees and warrants that to the extent it is required to comply with CALEA any equipment, facilities or services provided by Customer related to this Agreement complies with CALEA and its implementing regulations. Customer shall indemnify and hold Seller harmless from any and all penalties imposed upon Seller for Customer's noncompliance and shall at the sole cost and expense of Customer, modify or replace any equipment, facilities or services to ensure that such equipment, facilities and services fully comply with CALEA. Customer agrees to work jointly with Seller to support law enforcement agency requirements for taps, traces, court orders and all other valid law enforcement processes and procedures.

11.1 Intercept Devices. When Seller receives a law enforcement request associated with a Customer's Reseller or Subscriber, Seller will refer such request to Customer, unless the request directs Seller to attach a pen register, trap-and-trace device or form of intercept on Customer's facilities, in which case, Seller will comply with any such valid request.

12.2 Subpoenas. If Seller receives a subpoena for information concerning a TN Seller knows to be assigned to Customer's Reseller or Subscriber, Seller will refer the subpoena to the requesting party with an indication that Customer is the responsible party to contact relating to the subpoena.

12.3 Emergencies. If Seller receives a valid request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for a TN associated with a customer, reseller, or end user of Customer, to the extent such request is related to Seller's facilities, Seller will comply with a valid emergency request. However, Seller will not be liable for any claims, damages or penalties arising

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from compliance with such requests relating to Customer's customers, resellers, and end users, and Customer agrees to indemnify and hold Seller harmless against any and all such claims.

### **13. LOCAL NUMBER PORTABILITY**

Porting In. Customer may elect to port an existing number/ANI to Seller ("Port-In") for use of Seller's Origination service. Seller will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Seller's standard operating procedures and charges. In order to accomplish any Port-In, Customer will be required to provide Seller with a Letter of Agency on behalf of the number subscriber in form and substance as reasonably requested by Seller. Customer hereby represents and warrants to Seller that Customer has all necessary rights and authority necessary for any Port-In, and Customer hereby agrees to indemnify, defend and hold harmless Seller, its Affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of any Port-In (or request for Port-In).

Porting Out. Customer acknowledges and agrees that Seller may receive requests by Customer, Customer's end-user/customer or a third-party Seller acting as agent on behalf of Customer or such end-user/customer ("Requesting Party") to port a number currently assigned to Customer, to a third party Seller ("Port-Out"). The Parties agree that Seller will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Seller's standard operating procedures. In the event of any Port-Out, Customer agrees that until such time as the Port-Out is complete and no further traffic for such ANI traverses the Seller network, Customer shall remain bound by the terms of this Service Addendum for any and all traffic related to that number. Port-Outs will incur a charge which must be paid by Customer.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be executed by a duly authorized representative.

**The ACCOUNT ACCEPTANCE Section can be used as proof of signature**

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Executive Telephony Solutions, Inc.

Executive Telephony Solutions, Inc, d/b/a ETi Solutions, Inc.

Executive Telephony

By: \_\_\_\_\_

By (signature) \_\_\_\_\_

Name: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

Date:

Date:

**Address & Contact Info**

**Address & Contact Info**

Address: 1309 Worthington

\_\_\_\_\_

Grapevine, TX 76051

\_\_\_\_\_

Attention: Sales  
Email: Sales@executivetelephony.com  
Direct: 972.293.3867 x1  
Fax: 817.488.4703

Attention: \_\_\_\_\_

Email: \_\_\_\_\_  
Tel(s): \_\_\_\_\_  
Fax: \_\_\_\_\_

**Tech contact info:**

*Open a Trouble Ticket at  
[support@executivetelephony.com](mailto:support@executivetelephony.com)  
which can also be escalated as necessary*

**Tech or NOC contact info:**

Name:

Support Phone: 972.293.3867 Option 2  
Email: support@executivetelephony.com

Tel(s):

Email: \_\_\_\_\_

*Schedule 1 follows, is attached hereto, and is made part of this Service Addendum.*

**Services Schedule**

**-MEASURED USA and CANADA SERVICES**

**THIS Services Schedule** for telecommunications services is a part of, and subject to the terms and conditions of, the Service Schedule Addendum entered into between Seller Customer. -

- 1. SERVICES.** Seller will originate and terminate telecommunications traffic, which Customer has delivered to one of the Seller interconnection locations in the United States.
- 2. TERM.** The term of this Services Schedule shall commence on the Service Date and shall continue for an initial term of Twenty-Four (24) months. Thereafter the term of the Services shall automatically renew for equivalent successive renewal terms indicated above in SERVICE TERM (2).

- 3. TERMINATION PRICING.** The pricing for the Services (“Services Pricing”) is set forth per minute of use (MOU) for termination service and is attached. Category pricing is set out below, and is on a “blended use basis”, that is one price for all MOU per Category. Tiered pricing is defined by list of NPA-NXX in the USA and Canada, which Seller communicates to Customer. Seller reserves the right to modify, cancel or amend any Services Pricing for any Destination by providing twenty-four (24) hours prior written notice to Customer. Blended rate is valid so long as at least 70% of Customer’s traffic is to Category A; excess non-Category A traffic in excess of 30% will be billed at a 4 cents per minute surcharge over blended rate. Items marked “\*” mean: “\* *Conditions apply, see Attachment(s) for details.*” Seller may, without any obligation or liability, reroute or suspend such Services at any time.

Domestic Termination (outbound)	Rate per Minute of Use (MOU)
US48 – Category A	\$0.0144
US48 – Category B <i>blended</i>	\$0.0144
Canada	\$0.0144
Hawaii	\$0.0144
Alaska	\$0.0500
Puerto Rico	\$0.0500

Or

Monthly Block Plans;

<b>\$109 Monthly</b>	1 Telephone number
2,000 minutes In. 2,000 minutes out	e911
Disaster Recovery & Overage- \$.04/Minute	Toll Free \$.03/Minute

<b>\$209 Monthly</b>	1 Telephone number
5,000 minutes In. 5,000 minutes out	e911
Disaster Recovery & Overage- \$.04/Minute	Toll Free \$.03/Minute

<b>\$369 Monthly</b>	1 Telephone number    1 Toll Free Number
15,000 minutes In. 15,000 minutes out	e911
Disaster Recovery and Overage- \$.04/Minute	Toll Free \$.03/Minute

- 4. ORIGINATION DID SERVICE PRICING.** The pricing for the Services (“Services Pricing”) is priced on a per-minute of use (MOU) basis, per channel or per aggregated DS1. Seller reserves the right to unilaterally modify, cancel or amend any Services Pricing for any Destination by providing twenty-four (24) hours prior written notice to Customer.

DIDs & Origination (inbound)	Rate
US48 local	\$0.012 per minute
Canada local	\$0.015 per minute
SmartDID (USA and Canada) Charge, <i>monthly MRC</i>	\$1.49
SmartDID Setup Charge, <i>one-time NRC</i>	\$1.00
Local DID and vFax LNP Fee (port-in)	\$9.00* per DID

*NOTE: Discounts available for bulk ports (50+)	
LNP Fee (port-out)	\$9.00
Per channel, (unlimited local inbound only, not avail in all areas)	\$20.00 per month
Unlimited DID (incls 2-4 channels max and 4000 US48 minutes )	\$8.50 per month

<b>Toll-Free Number Origination</b>	
US48	
Canada	
Alaska	
Hawaii	
Toll-Free Number - MRC	
Toll-Free Number, <i>one-time setup charge</i> - NRC	
Toll-Free Porting LNP:	
"Vanity" or custom-selected toll free number – one time charge	

Toll Free Origination service – Seller may, without any obligation or liability, reroute, or suspend such Service at any time.

<b>Other Services</b>	
VoIP Telephone Service (PBX) either premise or hosted - \$39/Phone/month	
SmartDID e911 Services: \$1.00*	
E911 Services for Non-Executive Telephony DIDs: Billed at \$1.99 per month for each number provisioned (API)	
Non-provisioned or "rogue" E911 ECRC service fee: Billed at \$99 per incident	
CNAM: Customer provided Caller ID services - billed at \$0.02 per query or "dip" or \$1 (MRC) unlimited	
Outbound CNAM aka LIDB Listing – \$0.00*	
411 Directory Listing – \$0.00*	
White / Yellow Pages Directory Listing – \$0.00*	
411 Directory Assistance: Billed at \$1.99 per call TO directory assistance	
VFAX: \$3.00 MRC with \$2.00 one-time set up fee. Billed at 3.8 cents per minute.	
<i>Note: There is a \$2 recovery fee if the fax DID is removed or ported out within 90 days of purchase.</i>	

\*No Charge for these services with smartDID. SmartDIDs may not be available in all areas. Restrictions may apply.

## 5. BILLING INCREMENTS FOR TERMINATION AND TOLL FREE SERVICES.

The minutes of use are billed as conversation minutes for all calls delivered to Seller's network – including Toll Free Origination. Billed Call Time will be rounded up to the next full increment as follows for all calls terminating to the identified categories:

- 1) Domestic U.S. Lower 48: 60 second initial increment with 60 seconds for each additional increment
- 2) Canada, Alaska, Hawaii, & Extended Domestic: 60 second initial increment with 60 seconds for each additional increment
- 3) International, Alaska, Hawaii, & Extended Domestic: 60 second initial increment with 60 seconds for each additional increment.
- 4) Mexico & Gambia: 60 second initial increment with 60 seconds for each additional increment

Calls are rated based on the terminating LRN if it is available; otherwise the NPA-NXX of the called number is utilized for the rate lookup. Seller may change the minimum call length and call duration with seven (7) day notice to Customer.

- 6. PAYMENT & PREPAID DEPOSIT FOR SERVICES.** Customer shall make payment for services on a prepaid basis by depositing funds with Seller. Seller may disconnect service unilaterally without any notice if Customer's account becomes negative; late fees and a reconnect fee may then apply. Customer will replenish its deposit account with funds as required.

- 7. **IMPLEMENTATION/SETUP FEE.** Upon signing Service Addendum Agreement, Customer agrees to pay Seller a one-time implementation fee of sixty nine dollars (\$69.00) for setup, implementation, and testing of origination and or termination services provided herein which is due upon signing this Service Addendum.
  
- 8. **MONTHLY MINIMUM COMMITMENT.** Customer understands and agrees that the rates for Service to Customer are based upon an expected billable level of recurring charges and that, absent the minimum level for Services set forth herein, Seller would be unable to offer Services at the rates given to Customer. For the initial ninety days after the interconnection date, there is no minimum recurring charge commitment. Thereafter, beginning on the 91st day from interconnection date, Seller will require a monthly minimum commitment of sixty nine dollars (\$69) of recurring charges, including recurring charges for DIDs, terminated or originated on its network. (Monthly commitment will be prorated for the month if the 91<sup>st</sup> day falls within a month.) Seller will review Customer’s invoice amount at the end of each monthly billing period and if at the end of any period in which Customer has not met the applicable Minimum Commitment level then Customer will pay Seller the amount of the Minimum Commitment within five business days of the end of the billing period.
  
- 9. **OTHER.** Customer shall use best efforts to provide Seller with not less than thirty (30) days advance written notice of any projected monthly increase in traffic greater than twenty five percent (25%) over the immediately preceding calendar month’s traffic to a particular destination.

<b>Summary of Commitments</b>	
Wholesale Account Setup, <i>one-time charge, NRC</i>	\$900.00
Ramp-Up Period	90 days
Minimum Monthly Commitment after ramp-up	\$10,000 per month
Length of Contract	24 months

**IN WITNESS WHEREOF**, this Service Schedule is made part of the foregoing Service Addendum to the MSA, and is signed below by a duly authorized representative, as of the date the Service Addendum is fully executed.

**For Seller:** \_\_\_\_\_

**For Customer:** \_\_\_\_\_



## **E911 Terms and Conditions Addendum**

Customer - You, the person or entity, and it's contractors, agents, employees, associates, shareholders, partners, or associates using the Executive Telephony service.

911 - Emergency call service typically used for delivering emergency calls to a public safety access point.

PSAP: Public Safety Answering Point, VoIP: Voice over IP

Due to recent pursuant FCC rulings and regulations, All customers who are using ExecutiveTelephony services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one of their DID's.

Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the PSAP dispatcher. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Unfortunately, Enhanced 911 service is not available to every location within the United States at this time. Our provider, Intrado, Is working rapidly to expand their coverage areas within the US and is expecting to cover all area of the United States by mid 2006. For locations e911 is not currently available; You will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will go through. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Executive Telephony will do everything within their power to prevent service outages within it's network.

In order for e911 address information to be passed to your local PSAP dispatcher, you must set your outbound caller ID value to the specific DID you are purchasing e911 service for; Your caller ID value must be set to the 10 digit number only. Therefore, by agreeing to these Terms & Conditions you the customer agree to set the outbound Caller ID number to the DID you have enabled e911 services for when making an outbound 911 emergency call. Failure to set the correct caller ID value will result in a non-refundable \$85 surcharge per 911 call.

We have added an extension to our network which all Executive Telephony users may call to test their Caller ID value. At any time, you may test your outbound caller ID value by dialing '811' through our network.

By using Executive Telephony's Enhanced 911 service, Customer agrees that Executive Telephony, it's contractors, executives, members, customers, agents, employees, carriers, 911 providers, and any anyone else associated with Executive Telephony is not held liable for emergency calls failing, even if it is determined that it is the fault of Executive Telephony or it's

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associates. Customer further agrees that they will notify their Customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Executive Telephony 911 service of our limitations and make Customers agree to not hold Executive Telephony or Customer liable.

Customer will be charged a regulatory recovery fee of \$1 per month for each DID submitted to the e911 database. This fee is non-refundable. Failure to enable e911 service will result in a non-refundable \$85 surcharge per 911 call.

We reserve the right to make changes to our site, services, policies and these Terms & Conditions at any time