

9-1-1 Emergency Calls Using Zayo's VoIP Based Services

DEFINITIONS

“Fixed Native VoIP Service” as defined in CRTC Decision 2005-21, is VoIP service used from a fixed address with a telephone number that is native to one of the exchanges within the customer's PSAP serving area.

“Fixed Non-Native VoIP Service” as defined in CRTC Decision 2005-21, is VoIP service used from a fixed address with a telephone number that is not native to one of the exchanges within the customer's PSAP serving area.

“Nomadic VoIP Service” as defined in CRTC Decision 2005-21, is VoIP service used on a nomadic basis, where the customer does not necessarily make calls from a fixed address.

VoIP 911 SERVICE

By signing the SIP Trunking Service Schedule, Customer declares its intent to use the SIP Trunking Service to provide local VoIP telephone service to the End Users, provisioned in a manner that cannot guarantee that the service point address is in the exchange native to its telephone number. Pursuant to telecom decision CRTC 2005-21, this type of telephone service is classified as a Nomadic or Fixed Non-Native VoIP service due to its packet-switched, connectionless architecture, and the ability for the endpoint location to change. Zayo shall therefore provide the End User with access to VoIP 9-1-1 Emergency Services in accordance with this regulation, so long as it shall remain in effect. Zayo will continue to follow industry regulations, guidance and best practices for the proper handling and treatment of 9-1-1 for Nomadic and Fixed Non-Native VoIP Services as they evolve and are adopted by the industry. Notwithstanding the foregoing clause, and recognizing the limitations of VoIP 9-1-1 as outlined below, VoIP 9-1-1 may be utilized in Fixed Native applications.

VoIP 9-1-1 service has certain limitations relative to the enhanced 9-1-1 service that is available on most traditional telephone service. These limitations apply to Zayo's VoIP based services such as SIP Trunking, Hosted Collaboration Suite, MiCloud, and VoIP Access.

All 9-1-1 emergency calls that are made using Zayo's VoIP services will be routed to a trained emergency services operator. If you are using Zayo's VoIP services to make a 9-1-1 emergency call, you must verbally provide the operator with your location (since the endpoint location may change), so that the operator can route the call to the appropriate local 9-1-1 response centre serving the geographical area where the caller is located.

You should be aware that 9-1-1 emergency calls that are made using Zayo's VoIP services may take longer to be connected to the correct 9-1-1 response centre than calls made using a traditional wire line telephone. As well, the operation of Zayo's VoIP services are subject to the availability of your network, which may be affected by power outages or other interruptions which may impact your ability to place calls. If you make a remote VoIP based 9-1-1 emergency call (i.e. a call made from outside your local area network) from outside Canada or from a location within Canada that is not served by 9-1-1, the operator will not be able to complete this 9-1-1 emergency call.

For these reasons, it is advisable to use a traditional wire line telephone for 9-1-1 emergency calls whenever possible.

You also should be aware that it is the obligation of the subscriber to Zayo's VoIP services to inform all End Users and potential users of these services about the nature and limitations of these services for the purpose of 9-1-1 emergency calls, as described above.

Zayo will not be responsible or liable for any damages, costs, claims, losses or expenses (including, without limitation, any indirect, special, consequential, incidental, economic or punitive damages) that arise from, or are due to, any omissions, interruptions, delays, errors or defects in transmission of any 9-1-1 emergency call that is made using Zayo's VoIP services.

The End User shall be responsible for providing up to date name address and telephone information for each of their users in 9-1-1 Service areas to the Customer. The Customer is responsible for providing the End User's address information to Zayo to address demands from emergency services authorities whenever required by such authorities. Zayo shall not be responsible to maintain up to date address information for the Customer or End User.

The End User's private switch shall send the Zayo local switch ("Switch") the correct calling party number in 10-digit format.

The Customer shall designate the Billing Telephone Number (BTN) as the default number with the service point address of the circuit as the central location for each trunk group. This default number is sent by the Zayo Switch to the emergency services operator in the event that the Switch does not receive a calling party number from the End User or if the calling party number is invalid, or if the caller is unable to provide their location.

The Customer and the End User agree and acknowledge that 9-1-1 Service is not available in all areas where VoIP Service is available.

END USER NOTIFICATION

VoIP based local telephone service will be provided to individual End Users by Zayo. The Customer shall provide Zayo all reasonably required End User information to allow Zayo to fulfil its obligations.

Local VoIP service has 9-1-1 service limitations that may impact its use in emergency situations. As a result, the CRTC requires that VoIP service providers allow potential customers to make an informed choice when opting for local VoIP services. The CRTC requires local VoIP service providers to provide initial customer notification, regarding any limitations that may exist with respect to 9-1-1 service, before service commencement, and on an annual basis during service provision. Local VoIP service providers are also required to obtain express customer consent to the VoIP 9-1-1 service limitations prior to service commencement.

Customers who resell Zayo VoIP services will be responsible to provide the necessary notifications to those of its End Users who purchase Regulated Services regarding VoIP service limitations when using the SIP Trunking Services to make a 9-1-1 emergency call. Specifically, Customer will:

- (a) Have each End User sign the End User Terms attached in Attachment 1 to acknowledge their understanding of, and consent to, the 9-1-1 emergency calling limitations set out therein;

- (b) On an annual basis, provide the notification set out in Attachment 1 to each End User purchasing the Regulated Services as a reminder of the VoIP service limitations associated with making 9-1-1 emergency calls using the SIP Trunking Services. Zayo will notify Customer of any regulatory changes impacting the frequency and/or the content of such notification requirements. Zayo will make reasonable best efforts to remind Customer of this annual requirement, it being agreed in no event will Zayo be responsible for failure to notify End Users. This notification can be made by email, bill insert, or any other written format as Customer deems reasonably sufficient.

Customer hereby agrees to abide by all existing and future obligations with respect to 9-1-1 service, particularly the obligations applicable to non-carriers set out in the Appendix to Telecom Regulatory Policy 2016-12. Customer acknowledges that Zayo is required to report, in a timely manner, non-compliance by non-carriers with these obligations, whether actual or suspected, by letter addressed to the Secretary General, including the name and contact information of the non-carrier, as well as any details regarding the alleged non-compliant behavior, and to implement any remedial directions from the CRTC.