



Burley Technology Solutions, LLC
+1 941-531-1800
info@burleytechfl.com

Burley Technology Solutions VoIP Service Agreement

This Burley Technology Solutions VoIP Service Agreement sets forth the terms and conditions under which Burley Technology Solutions, LLC will provide the VoIP Services ("Services") to Customer. This Burley Technology Solutions VoIP Service Agreement consists of this document ("SA"), the Burley Technology Solutions Terms of Service ("TOS") located at <https://burleytechfl.com/documents/> (or any successor URL), and any other Service Orders entered under this SA, collectively referred to as the "Agreement".

Service Details

1. The Service carries a 30-day money-back guarantee. If within the first thirty (30) days following VoIP Service activation Customer is not completely satisfied, Customer may cancel such service at any time and Burley Technology Solutions will issue a refund for service charges actually paid by Customer, custom installation, usage charges, and optional service fees and taxes excluded. In order to be eligible for the refund, Customer must cancel VoIP Service within thirty days of activation and return the Burley Technology Solutions device in an undamaged condition.
2. By purchasing voice services, you are giving Burley Technology Solutions permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).
3. Customer must execute a Burley Technology Solutions Letter or Authorization or Letter of Agency ("LOA") and submit it to Burley Technology Solutions, or Burley Technology Solutions third-party order entry integrator, as directed by Burley Technology Solutions.
4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.
5. Notwithstanding the notice provision in the Business Services Customer Terms and Conditions, all legal notices will be sent to the Primary Contact listed above and/or to the Primary Contact identified on the SA for each Service location as applicable.
6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Burley Technology Solutions Senior Director and the Customer. All other attempts to modify the Agreement shall be void and non-binding on



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Burley Technology Solutions. Customer by signing below, agrees and accepts the terms and conditions of this Agreement.

E911 Acknowledgement

Your Burley Technology Solutions VoIP voice Service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide and maintain the correct address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Service is moved to or used in a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If Customer uses a PBX, Customer must map each telephone number and extension to the correct location and is solely responsible for updating the PBX as necessary to reflect moves or additions of stations.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- Customer may provide or update the Registered Service Location by:

- Calling Burley Technology Solutions at **1-941-531-1800** or emailing helpdesk@burleytechfl.com
- Updating the Registered Service Location in My online portal provided by Burley Technology Solutions.



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Kari's Law and Ray Baum's Act

Kari's Law and the Commission's rules require MLTS manufacturers and vendors to preconfigure these systems to support direct dialing of 911—that is, to enable the user to dial 911 without having to dial any prefix or access code, such as the number 9. In addition, MLTS installers, managers, and operators must ensure that the systems support 911 direct dialing.

Section 506 of RAY BAUM'S Act requires the Commission to adopt rules to ensure that "dispatchable location" is conveyed with 911 calls to dispatch centers, regardless of the technological platform used, including 911 calls from MLTS. Dispatchable location means a location delivered to the PSAP with a 911 call that consists of the validated street address of the calling party, plus additional information such as suite, apartment, or similar information necessary to adequately identify the location of the calling party. Burley Technology Solutions strives to be in complete compliance with these two statutes. Not only for the legal implications but mainly for our client's safety should they need to contact emergency services for any reason. We will require that our clients let us know the exact location of all Desk phone endpoints whether on-premises or remote that is to be connected to the phone system. If any Desk phone is to be moved for any length of time, we require you give us the new address and when it is expected to return to its normal location. With the advanced smartphone cellular technologies, though, it is impossible to program these mobile endpoints physical addresses as they change constantly. This addendum is to inform our Clients that Mobile Apps and PC apps are not the correct way to contact emergency services. The apps are tied to your desk phone and have a preprogrammed address associated with it. The correct method would be to dial directly from your cell phone provider, as they have ways to triangulate your location and route your call to the correct 911 authority. This method should be used in an emergency.

By signing this form, Client is stating that:

1. Client will inform Burley Technology Solutions anytime a desk phone is to be moved to a new physical address, including the extension number, new physical address, and date of the move.
2. Client acknowledges the limitations of mobile and PC apps when it comes to dialing emergency services and will not use these apps for emergency calls without informing 911 services that they are on a mobile app and inform the 911 operator of their current location.
3. Client acknowledges that using these mobile apps to call emergency services may cause a delay in the proper 911 service operators to receive their call.
4. Client acknowledges that if the mobile apps are used in this manner, Client will not hold Burley Technology Solutions responsible for any outcome of such use.



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Acknowledgement

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE AND KARI LAW AND RAY BAUM ACT.

Customer Signature

Date