

## **SCHEDULE 3: END USER POLICY**

Unless the Agreement provides otherwise, references within this End User Policy (EUP) to Services shall be deemed to also include a reference to the Solution, Documentation, essensys materials and any product supplied to the Customer for use by the Customer (and any other authorised Customer Parties) by essensys under the Agreement.

This EUP sets out the terms under which authorized Customer Parties may access and use the Services.

Defined terms shall have the meaning set out in the Agreement.

By using or accessing the Services, Customer Parties agree to be bound by the EUP terms. essensys reserves the right to amend this EUP from time to time. An updated EUP shall be binding upon Customer Parties when it is published on essensys' website.

### **A . USE OF THE SERVICES**

#### **Use**

Where the Agreement permits use of the Services by Customer Parties other than the Customer, this EUP shall apply to use made of the Services by all those Customer Parties and references in this EUP to Customer Parties shall refer to those Customer Parties permitted to use the Services. The Customer is responsible for any access made of the Services by Customer Parties and is responsible for all Customer Parties' compliance with the letter and spirit of this EUP.

The Customer Parties shall not attempt to access any of essensys' other systems, programs or data that are not made available for use in connection with the Services.

The Customer Parties are entitled to access and use only those modules and software applications of essensys that are expressly listed on a Service Order with a Premises quantity greater than zero.

Unauthorized use, resale or commercial exploitation of the Services is expressly prohibited.

The Customer shall take all measures necessary to ensure compliance by all Customer Parties authorized to access the Services.

The Customer Parties shall not impersonate any other person or provide false identity information to gain access to or use of the Services.

#### **Restrictions**

The Customer Parties shall not create Internet links to the Services or mirror any content contained in, or accessible from, the Services on any other server, wireless, or Internet based device.

The Customer Parties shall not use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Services.

The Customer Parties shall not download, upload, publish, display or transmit via the Services any content that essensys reasonably believes: (i) constitutes images, recordings or footage of child abuse (sexual or otherwise) or is otherwise obscene, sexually explicit or morally repugnant; (ii) is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech; (iii) is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes; (iv) is defamatory or violates a person's privacy; (v) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a law enforcement investigation; (vi) improperly exposes trade secrets or other confidential or proprietary information of another person; (vii) is intended to assist others in defeating technical copyright protections; (viii) clearly infringes another person's trade or service mark, patent, or other intellectual property right; (ix) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (x) is discriminatory in any way, including by way of sex, race, or age discrimination; (xi) is otherwise illegal or solicits illegal conduct under laws applicable to essensys or Customer Parties; or (xii) is otherwise malicious, fraudulent, or may result in retaliation against essensys by offended viewers.

The Customer Parties shall not use the Services to: engage in illegal, abusive, or irresponsible behaviour, including: (i) unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network; (ii) monitoring data or traffic on any network or system without the authorisation of the owner of the system or network; (iii) interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; (iv) use of an Internet account or computer without the owner's authorisation, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning; (v) forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting; or (vi) any activity or conduct that is likely to result in retaliation against the Services.

### **Reporting a Breach**

The Customer Parties will report to essensys promptly upon becoming aware of and use reasonable efforts to stop immediately any copying or distribution of essensys materials that is known or suspected by Customer Parties.

### **Liability for Customer Parties**

The Customer shall be liable to essensys for any breach of this EUP by any Customer Parties.

In addition to essensys' other remedies under this EUP and the Agreement more broadly, essensys reserves the right upon giving notice to Customer to terminate any right of access to and/or use of the Services where there is a breach of this EUP.

### **Users**

User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed. The Customer Parties are responsible for confidentiality and use of User's passwords. The Customer Parties agree to

immediately notify essensys if Customer Parties become aware of any loss or theft or unauthorized use of any relevant passwords or accounts, or any other known or suspected security breach.

### **Modifications**

essensys may make modifications to Services or particular components of Services from time to time provided such modifications do not materially degrade any functionality or features of Services and essensys will use commercially reasonable efforts to notify Customer Parties of any material modifications.

### **Monitoring of Content**

essensys does not monitor, verify, warrant, or vouch for the accuracy or quality of the information that Users may acquire over the Internet when using Services. For this reason, Users must exercise their best judgment in relying on information obtained from the Internet.

essensys does not monitor or censor the Internet, and will not attempt to do so.

Subject only to loss that cannot be excluded by law, essensys does not accept responsibility for injury to Customer Parties resulting from inaccurate, unsuitable, offensive, or illegal Internet communications.

essensys does not review, edit, censor, or take responsibility for any information Users may create on the Internet.

essensys does not control or monitor online communications content, however, essensys may block access to content it deems to be in breach of this EUP or that it otherwise deems to be unlawful, harmful or offensive, in its reasonable discretion.

### **Monitoring of Emails**

essensys does not intentionally monitor private electronic mail messages sent or received by Customer Parties unless required to do so by law, governmental authority, or when public safety is at stake.

essensys may, however, monitor its service electronically to determine that its facilities are operating satisfactorily.

Use of Services by Customer Parties is (and shall be deemed to constitute) express consent by the Customer Parties to essensys monitoring use of the Services consistent with this EUP.

### **Disclosure of Content**

essensys will cooperate with appropriate law enforcement agencies to investigate allegations of illegal or inappropriate activity. essensys may disclose information to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or any other governmental request.

essensys shall have no obligation to inform Customer Parties that information has been provided to any person or entity.

essensys may disclose any information where necessary to protect essensys and others from harm, or where such disclosure is necessary for proper operation of essensys systems.

### **Reduction in Bandwidth**

If Customer Parties overload the network (for example by using peer to peer or file sharing software, or through being the target of a denial of service attack), essensys reserves the right to manage the bandwidth (which could result in reduced service speeds).

## **B. TECHNICAL SUPPORT**

### **Support Services**

essensys provides technical support services as set out in the Agreement.

### **Contact**

essensys' support team will provide support for certain essensys products through essensys case management system. essensys' support team will provide some support via chat integrated into the software application. If these support channels are not available, Customer may contact essensys for support related issues via email at [help@essensys.tech](mailto:help@essensys.tech). If other support channels are made available during the Term, essensys will notify the Customer.

### **Support Hours**

Support is provided during Business Hours on Business Days.

## **C . TELEPHONE SERVICES**

### **Restrictions**

In this section, for ‘Supplier’ read ‘essensys’ or its relevant subcontractor as appropriate.

Customer Parties may not use Essensys Connect Telephone Service to: (i) operate an automated call centre service; (ii) for any illegal purpose or in any illegal manner.

- Supplier VOIP – Means the telephone voice service provided by the Supplier using the Voice Over Internet Protocol.
- Voice over IP (VOIP) – Means the audio signals from a voice call are broken down into packets of data and transmitted as data, being reassembled and converted back into audio at the distant end.
- Traditional Telephone Service – Means a landline telephone system that is directly physically connected to the public telephone network, normally using copper wires
- Enhanced 911 (or E911) services – Means when a call is placed to 911, the telephone number and registered address are simultaneously sent to the telephone operator so that they have the information to call back or respond if necessary
- Off-Net phone – A Supplier VOIP phone that has been configured to work at a Premises not supplied with Services by the Supplier.
- SoftPhone – An application provided by the Supplier that runs in IOS or Android, and gives relevant Customer Parties the ability to use the Supplier VOIP service from a mobile device at any location.

When Services are established at a new Premises, all telephone handsets and profiles are registered to the Premises address detailed on the Service Order. The Customer is responsible for ensuring this address is correct and agrees to inform the Supplier by raising a case if this is subsequently found to be incorrect.

In the United States and Canada, if 911 is dialled from any phone at the Premises that uses Supplier VOIP, the emergency services will dispatch services to this registered Premises address.

If the Customer Parties remove the phone from the Premises and move it to an alternate location and logs in to the Supplier VOIP service (an Off-NET phone), the phone will still be registered to the Premises address which could lead to an emergency dispatch to an incorrect address.

For Services provided in the United States and Canada, the Supplier recommends that the Customer Parties inform all users of Off-NET phones that they are NOT TO BE USED for 911 Calls or that the actual address is clearly communicated to the operator. For avoidance of doubt this includes the use of the Supplier Softphone.

The Supplier is required by the Federal Communications Commission (“FCC”) in the US and the Radio-television and Telecommunications Commission (“CRTC”) in Canada to inform customers of any differences between the 911 access capabilities available using the Supplier

VOIP Service as compared to the 911 access capability available with traditional a telephone service.

We are additionally required to obtain and keep a record on file showing that customers have received and understood this E911 Policy and Waiver.

Customer Parties acknowledges that they:

1. have read and understood this E911 Policy and Waiver
2. understand that in certain situations Customer Parties may not be able to contact emergency services by dialling 911 using the Supplier VOIP Service, and
3. understand that they must inform the Users that in certain situations they may not be able to contact emergency services by dialling 911 using Supplier VOIP.

#### KEY DIFFERENCES BETWEEN SUPPLIER VOIP SERVICES AND TRADITIONAL TELEPHONE SERVICES IN REGARD TO USING E911 EMERGENCY SERVICES

Supplier VOIP and E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE. Once power service is restored, Customer Parties may be required to reset or reconfigure equipment before being able to use Supplier VOIP services to contact E911 services.

SUPPLIER VOIP SERVICES WILL NOT OPERATE IF THE UNDERLYING DATA NETWORK IS DISRUPTED OR ANY SERVICE HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT.

SUPPLIER VOIP E911 SERVICES CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO ARE IN THE WRONG LOCATION IF CUSTOMER PARTIES DISABLE, DAMAGE OR MOVE ANY SUPPLIER VOIP RELATED EQUIPMENT TO A LOCATION OTHER THAN THE PREMISES ADDRESS PROVIDED WHEN THE SERVICE WAS INITIATED.

SUPPLIER VOIP E911 SERVICES CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK INSTABILITY. Due to network congestion or problems, calls to E911 services made using Supplier VOIP Services may not function correctly. This may mean that Customer Parties will not be connected to emergency services, or the calls may take longer to connect.

References:

- <http://www.fcc.gov/cgb/voip911order.pdf>
- <https://crtc.gc.ca/eng/archive/2005/dt2005-21.htm>
- <https://crtc.gc.ca/eng/archive/2005/dt2005-61.htm>