

## **SORENSEN COMMUNICATIONS, INC.**

### **ACCEPTABLE USE POLICY AND USER AGREEMENT**

This Acceptable Use Policy and User Agreement ("User Agreement" or "Agreement") shall govern your access to and use of any telecommunications relay services provided by Sorenson Communications, Inc. ("Sorenson," "we" or "us"), including but not limited to Video Relay Service ("VRS"), Internet Protocol Relay ("IP Relay"), or other IP-based relay services (collectively, "IP-based Relay Services"). This Agreement also explains actions that Sorenson may take in response to uses that it deems unacceptable. By accessing or using Sorenson's IP-based Relay Services, including by "dialing around" your default VRS provider, you agree to the terms and conditions set forth in this Agreement. Please read this Agreement in its entirety.

#### **1. General Terms and Conditions**

1. Sorenson's provision of telecommunications relay services is governed by section 225 of the Communications Act of 1934, as amended, and applicable rules and orders adopted by the Federal Communications Commission. Under this governing law, IP-based Relay Services are currently provided at no cost to users, and you therefore may use these services for free to place and receive as many calls using Sorenson's IP-based Relay Services as you wish.
2. You may access and use Sorenson's IP-based Relay Services only for lawful purposes, consistent with the terms and conditions of this Agreement. You agree not to use Sorenson's IP-based Relay Services to distribute any content or materials that violate any applicable law.
3. You agree not to use Sorenson's IP-based Relay Services for any abusive, pornographic, lewd, obscene, harassing, fraudulent or unlawful purposes. Sorenson reserves the right to investigate any such misuse of Sorenson's IP-based Relay Services or breach of this User Agreement.
4. You agree not to use Sorenson's IP-based Relay Services, systems or servers to infringe on any individual or entity's intellectual property rights, or other proprietary rights, including, but not limited to, infringement of materials that are subject to trademark, copyright, patent and trade secret protection. Sorenson respects the intellectual property of others and requires that you do the same. You may not store material of any type or in any format on, or disseminate such material over, Sorenson's IP-based Relay Services, systems or servers in any manner that infringes on any intellectual property right. You also may not use Sorenson's IP-based Relay Services, systems or servers to upload, embed, post, e-mail, transmit or otherwise make available any material that infringes on any of the aforementioned intellectual property rights.
5. You agree not to interfere with Sorenson's ability to provide IP-based Relay Services to other customers, nor may you use IP-based Relay Services in a way that impinges on any other user or his or her enjoyment or use of Sorenson's IP-based Relay Services.

You understand and hereby acknowledge that your use of Sorenson's IP-based Relay Services, including to place or receive a call or to leave a SignMail® (video mail) message, may require your image and/or voice to be transmitted over the Internet. You further understand that due to the nature of the Internet, any privacy right, copyright or other right or interest in your voice, image or likeness may be lost with respect to any specific transmission as a result of such transmission. You authorize and specifically grant permission to Sorenson to transmit your voice, likeness and/or image over the Internet solely for the purpose of providing Sorenson's IP-based Relay Services, and further release and agree to hold Sorenson harmless from any and all responsibility for any loss of rights and/or interests resulting from transmission of your voice, image and/or likeness over the Internet. The foregoing shall not be construed as consent to the use of your voice, image or likeness for purposes other than use of Sorenson's IP-based Relay Services. You agree not to record, forward, post on the Internet, or transmit the voice, image, and/or likeness of the relay interpreter in any way for any purpose, or to store, retrieve, use, or facilitate the use of, the voice, image, and/or likeness of the relay interpreter in any way other than as necessary to permit the provision of IP-based Relay Services, including SignMail® service.

7. You agree not to violate or breach in any way the security of Sorenson's Web site or IP-based Relay Services. The following types of computer intrusions are prohibited, including, but not limited to, disseminating or planting viruses, causing a denial of service attack which interferes with access by authorized users, retrieving personal or proprietary information, or causing the transmission of any other program, information, code or command that may damage the integrity or availability of data, a program, a system or information. Any such intrusions may result in criminal or civil liability.

8. Sorenson reserves the right to immediately terminate, suspend, restrict, or cancel your use of Sorenson's IP-based Relay Services without advance notice in the event that Sorenson becomes aware that you are or may be breaching the prohibitions of this User Agreement. Sorenson will investigate and actively address any potential violations of the Agreement, including any attempts to disrupt the communications services that deaf, hard-of-hearing, and speech-disabled users rely upon for access to IP-based Relay Services. Sorenson may disclose to the full extent permitted by law any suspected use of its IP-based Relay Services that Sorenson reasonably believes is unlawful or injurious to the rights, property or safety of Sorenson, its employees, users and/or members of the public.

9. If a Sorenson videophone and/or software has been assigned to you, your use of that videophone and/or software shall be governed by Sorenson's applicable Service and Product Agreement(s) located at <http://www.sorensonvrs.com/license>. In the event of any conflict between the terms and conditions of this Disclaimer and the Service and Product Agreement(s), the Service and Product Agreement(s) shall govern and control.

## 2. Advisory regarding 10-Digit Numbering and 911 Calls

You may request one or more local ten-digit telephone number(s) in conjunction with your use of Sorenson's VRS or IP Relay services, provided you have a medically recognized hearing or speech disability. By obtaining one or more telephone number(s) from Sorenson, you are selecting Sorenson as your "default" provider of VRS or IP Relay. This means that all VRS or IP Relay calls to and from your ten-digit telephone number(s) will be routed, by default, through Sorenson VRS or IP Relay.

Sorenson offers functionally equivalent local ten-digit telephone numbers that you can use with Sorenson VRS or IP Relay service. Local ten-digit telephone numbers indicate the geographic location, or "area code," where a user lives or works. If you would like to request one or more ten-digit numbers, call 801-386-8500 or send an email to [register@sorenson.com](mailto:register@sorenson.com).

As your default provider, Sorenson must comply with various legal requirements. Pursuant to those requirements, Sorenson will (i) obtain from you the physical location from which you will initially access Sorenson VRS or IP Relay service (also known as your "Registered Location"); (ii) give you an easy way to update your Registered Location information if it changes, without cost or additional equipment; and (iii) route all emergency 911 calls placed by you via Sorenson VRS or IP Relay to the appropriate emergency personnel and transmit the call-back number and other required information to the emergency response center. You also have the following rights: (i) you may obtain a local ten-digit telephone number from, and register with, your provider of choice (notwithstanding any prior relationship you may have had with another provider); (ii) you may change default providers at any time and, in doing so, retain your local ten-digit telephone number by transferring (or "porting") the number to the new default provider; and (iii) you may make calls through, and receive calls from, any provider (and you are not limited to making or receiving calls through your default provider). In addition, a provider cannot condition the ongoing use or possession of equipment on your continuing to use the provider as your default provider.

If you already have a local ten-digit telephone number from a VRS or IP Relay provider other than Sorenson, but would like to select Sorenson as your default provider, you may port your telephone number to Sorenson. To do so, please contact Sorenson by calling 801-386-8500 or by sending an email to [porting@sorenson.com](mailto:porting@sorenson.com). You also may port the local ten-digit number(s) assigned by Sorenson to a default provider other than Sorenson. Upon request, Sorenson will port the local ten-digit number to the new default provider.

If you ever need to place an emergency call, you can do so by dialing 911 using Sorenson VRS or IP Relay service accessed via your computer, other device (such as a smart phone), or a videophone. To ensure that your 911 call is routed to the right emergency response center and that the emergency response center knows where to send assistance, your default provider needs to know the physical address (i.e., the Registered Location) from which you are placing the call. If you have chosen Sorenson as your default provider, it is critical that you inform

Sorenson of your Registered Location and immediately notify Sorenson of any subsequent changes to your Registered Location. For example, if you are planning to move to a new address where you will use Sorenson as your default provider to place VRS and/or IP Relay calls, you must register that new location with Sorenson. Please note that it can take several hours or, in some cases (e.g., if there is an error in your Registered Location), longer to update your Registered Location so that your 911 call will be routed to the emergency authority serving your location. You can inform Sorenson of your initial or new Registered Location by visiting [www.sorensonvrs.com/moving](http://www.sorensonvrs.com/moving), or calling 800-659-4810 from your Sorenson or other videophone. Sorenson will confirm receipt of your Registered Location or any updates to it that you submit to Sorenson. If you move to a new address, or otherwise move a Sorenson videophone to a different physical address such as your office without having given Sorenson sufficient advance notice, any 911 call you make using Sorenson VRS or IP Relay may be directed to the wrong emergency authority or may transmit the wrong address.

For more information about ten-digit telephone number(s) for VRS and IP Relay, see the FCC's Consumer Guide located at <http://www.fcc.gov/guides/ten-digit-numbering-and-emergency-call-handling-procedures-internet-based-trs>.

Unless otherwise noted, this Agreement assumes that you have chosen Sorenson as your default provider of VRS or IP Relay for any telephone number(s) assigned to you by Sorenson, or that you are using a videophone or other device in conjunction with Sorenson's VRS or IP Relay service. FCC regulations prohibit Sorenson from completing non-emergency VRS or IP Relay calls from you if you have not registered with a default provider.

### **3. WAIVER OF LIABILITY FOR EMERGENCY CALLS.**

Sorenson recommends that you maintain an alternative means of making an emergency call to 911 (for example, through a traditional text telephone ("TTY") or, if a TTY is not available, a standard telephone) in the event that you are unable to use Sorenson's VRS or other video relay equipment for any reason (for example, for one of the reasons discussed below). In the event that you use Sorenson's IP-based Relay Services to make a 911 call, whether through Sorenson VRS or through another VRS provider, Sorenson is not liable for any claim, damage or loss arising from your use of its IP-based Relay Services to facilitate that call. Specifically, Sorenson is not liable in tort, contract, or otherwise for any personal injury, property damage, death, or other harm arising out of or related to use of its IP-based Relay Services to make a 911 call, or the provision of any IP-based, video remote, or in-person interpreting services incidental to or in conjunction with such a call, including but not limited to an act or omission involving (1) the development, design, installation, operation, maintenance, performance, or provision of any equipment or facility that permits you to use Sorenson's IP-based Relay Services, or any IP-based, video remote, or in-person interpreting services provided in connection with a 911 call or the provision of emergency services; (2) misinterpretation, mistakes, interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, acts of God, or other occurrences, regardless of the source of the occurrence, that may arise in the course of

transmitting or handling 911 calls or providing emergency services; or (3) release to a public safety answering point, designated statewide default answering point, appropriate local emergency authority, emergency medical service provider or emergency dispatch provider, public safety, fire service or law enforcement official, or hospital emergency or trauma care facility of user information related to 911 calls or the provision of emergency services. In addition, Sorenson is not liable for any damages arising from your failure to provide Sorenson an accurate, up-to-date Registered Location. For information about how to update your Registered Location, please refer to section 2 above.

Furthermore, consistent with Federal law, Sorenson in its role as an emergency communications service provider, shall have immunity or other protection from liability in a State of a scope and extent that is not less than the scope and extent of immunity or other protection from liability accorded any local exchange company under Federal and applicable State law (whether through statute, judicial decision, tariffs filed by such local exchange company, or otherwise).

#### **NOTICE OF LIMITATIONS FOR 911 CALLS.**

Even though you have selected Sorenson as your default provider, you may make and receive IP Based Relay Services calls, including 911 calls, using any provider. If, however, you have chosen Sorenson as your default provider but place a 911 call through an IP-based Relay provider other than Sorenson, Sorenson will have no control over the manner in which the other provider will handle, process, or route the call. Sorenson thus cannot ensure that the other provider will handle the call in accordance with the FCC's emergency calling rules or that the call and your location will be automatically routed to the appropriate emergency personnel.

If you use Sorenson's IP-based Relay Services to place a 911 call, you should be aware that any such use is subject to significant limitations and risks, including but not limited to the following:

First, Sorenson may not automatically be able to obtain your location information or route your call to the appropriate emergency personnel if (i) you use Sorenson's IP-based Relay Services to place a 911 call, and you have not provided Sorenson an up-to-date Registered Location; (ii) you have not chosen Sorenson as your default provider; or (iii) your Registered Location is not served by the Wireline E911 network or is not available to Sorenson. Furthermore, in these circumstances, if you are incapacitated or otherwise unable or unwilling to give the Sorenson interpreter your address, Sorenson may not be able to obtain your location information and give it to appropriate emergency personnel, although Sorenson will use its best efforts to do so.

Second, even if you have provided Sorenson an up-to-date Registered Location, it can take several hours or, in some cases (e.g., if there is an error in your Registered Location), longer to update your Registered Location so that your 911 call will be routed to the emergency authority serving your location. If you place a 911 call from an address before activation of 911 service for that address, Sorenson may not automatically be able to obtain your location information and/or route your call to the appropriate emergency personnel.

Third, you may not be able to place a 911 call if equipment provided to or used by you fails to function.

Fourth, you may not be able to use Sorenson's IP-based Relay Services to place a 911 call if an act beyond our control (including an act of God) has occurred, including one or more of the following:

- a broadband network outage or power outage has occurred, or Internet service has been degraded for another reason, including, but not limited to, congestion, interruptions, or technical problems that may affect your ability to access the Internet
- your broadband or ISP service has been cancelled, suspended or terminated for any reason (including for failure to pay); or
- your use of relay service equipment, including a Sorenson videophone and/or software, has been terminated, suspended, restricted, or cancelled, or disabled.

Fifth, 911/E911 is available only for calls placed from a location within the United States or one of its territories or possessions.

Sixth, if you use a Sorenson videophone or other Sorenson device and/or software to place a 911 call through an IP-based Relay Service provider other than Sorenson, Sorenson will have no control over the manner in which the other provider will handle, process, or route the call. Sorenson thus cannot ensure that the other provider will handle the call in accordance with the FCC's emergency calling rules or that the call and your location will be automatically routed to the appropriate emergency personnel.

#### **4. Indemnification**

You agree that Sorenson shall not be responsible or liable for any claims or causes of action that arise from your use of Sorenson's IP-based Relay Services or from the use of Sorenson's IP-based Relay Services by any third party. Further, you agree to indemnify and hold Sorenson and its shareholders, officers, directors, employees, agents, independent contractors, and affiliated entities harmless for all costs, fees, expenses, and damages of any nature whatsoever related to any such claims, including court and arbitration costs, attorneys' fees, and the costs of other professionals, unless such claims are based solely on Sorenson's willful misconduct. This section of the Agreement will continue to apply after the rest of this User Agreement ends.

#### **5. Disclaimer of Warranties and Limitations on Liability**

1. Sorenson will not be liable for any cost or damage arising either directly or indirectly from (i) your failure to comply with this Agreement, including your use or misuse of Sorenson's IP-based Relay Services; (ii) the porting of the telephone number(s) assigned to you to a default provider other than Sorenson; or (iii) Sorenson's termination, suspension, restriction, or cancellation of

your use of its IP-based Relay Services, and/or Sorenson's retrieval or disabling of its videophone(s) and/or software.

2. Except as expressly provided in this Agreement, and then only to the extent provided, Sorenson makes no warranties or representations of any kind regarding Sorenson's IP-based Relay Services, and Sorenson disclaims any and all warranties, express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, performance, or non-infringement. Sorenson also makes no warranties that its IP-based Relay Services will be error-free or provide uninterrupted service or functionality. Sorenson does not authorize anyone, including, but not limited to, Sorenson's employees, independent contractors, agents or representatives, to make a warranty of any kind on Sorenson's behalf, and you should not rely on any such statement.

3. In no event shall Sorenson, its employees, shareholders, officers, or directors, be liable for punitive, reliance, or special damages, or for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation. These limitations apply even if the damages are foreseeable or we are told they are possible, and these limitations apply to any negligence claim that does not involve willful misconduct or intentional misconduct no matter how that claim is styled or on what legal grounds (such as contract, tort, statute, misrepresentation) it is based. Sorenson will be liable for no more than the amount of actual direct damages to the person or property.

4. As explained in Sorenson's Special Disclaimer, Sorenson does not represent, warrant, or guarantee that its relay interpreters meet the various interpreting requirements mandated by the laws of any states, or that its interpreters are trained, authorized, or certified to provide IP-based Relay Services pertaining to any particular area of expertise, including medical, mental health, or legal. Sorenson's Special Disclaimer is located at <http://www.sorenson.com/disclaimer>.

5. For limitations of liability with respect to Emergency Calls, please refer to the "WAIVER OF LIABILITY FOR EMERGENCY CALLS" section 3 above.

## **6. Privacy**

Sorenson is committed to protecting the privacy of your personally identifiable information ("PII"). PII is information that can be used to identify or contact you. Any PII that is collected, maintained, or generated by your use of Sorenson's IP-based Relay Services will be subject to applicable terms and conditions of Sorenson's Privacy Policy posted on Sorenson's Web site at: <http://www.sorenson.com/privacy>.

## 7. Notice regarding Copyright Infringement

If you are a copyright owner or an agent thereof and believe that any content on any of Sorenson's Web sites or systems infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail): (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on Sorenson's Web sites or other systems; (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. Our Copyright Agent for notification of claimed infringement can be reached as follows:

Sorenson Communications, Inc.,  
c/o Legal Dept. Attn. Mike Maddix  
4192 South Riverboat Road, Suite 100  
Salt Lake City, Utah 84123, U.S.A

801-287-9400  
801-287-9401 fax

legal@sorenson.com

## 8. Dispute Resolution

You agree that this Section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury or through a class action. You continue to have certain rights to obtain relief from a federal or state regulatory agency.

1. Binding Arbitration. The arbitration process established by this Section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. All disputes (except those subject to separate FCC procedures) arising out of or related to this Agreement or the IP-based Relay Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement or the IP-based Relay Services. The arbitration will be conducted by one arbitrator using the procedures described by this Section of the Agreement. If any

portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

No dispute may be joined with another lawsuit, or, in an arbitration, with a dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement. You and Sorenson both waive any claims for an award of damages that are excluded under this Agreement.

## 2. Arbitration and Filing Procedures.

Before you take a dispute to arbitration, you must first write to us at Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A., and give us an opportunity to resolve the dispute. Similarly, before Sorenson takes a dispute to arbitration, Sorenson will first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Sorenson is notified by the other of a dispute, then either party may submit the arbitration to the AAA. Information about the AAA, the arbitration process, and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at [www.adr.org](http://www.adr.org).

Any claim or dispute arising out of the IP-based Relay Services or relating to this Agreement must be brought within two (2) years after the date the basis for the claim or dispute first arises.

Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If Sorenson prevails before the arbitrator, then Sorenson may seek to recover the AAA's fees and expenses of the arbitrator from you.

3. Notwithstanding anything in this Agreement, all actions arising from or pertaining to this Agreement and all disputes between the parties shall be initiated, maintained, and resolved in Salt Lake City, in the State of Utah, U.S.A.

4. This section of the Agreement shall continue to apply after the rest of the Agreement ends.

## 9. Governing Law

This User Agreement is governed by the laws of the State of Utah, U.S.A., without regard to its choice of law rules, except that the arbitration provisions of this Agreement will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the use of the Sorenson IP-based Relay Services. All actions arising from or pertaining to this Agreement and all disputes between the parties shall be initiated, maintained, and resolved in Salt Lake City, in the State of Utah.

## 10. Miscellaneous

1. Sorenson will not be responsible to you for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.
2. Sorenson can assign all or part of our rights or duties under this Agreement without notifying you. In the event of an assignment, Sorenson shall have no obligations to you under any duties that may have been assigned. You may not assign this Agreement without Sorenson's prior written consent.
3. This Agreement constitutes the entire agreement between you and Sorenson and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding the IP-based Relay Services. No written or oral statement, advertisement, or service description not expressly contained or incorporated by reference in the Agreement will be allowed to contradict, explain, or supplement it, except pursuant to the "Changes to this User Agreement" section below.
4. Neither you nor Sorenson is relying on any representations or statements by the other party or any other person that are not included in this Agreement.
5. You agree that, in the event you breach, or threaten to breach, any term or condition of this Agreement, Sorenson shall immediately be entitled to seek all remedies available to it, at law and in equity.
6. In the event that it becomes necessary for Sorenson to seek injunctive relief, Sorenson shall not be required to post a bond or other security.
7. If any part of this User Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The part that is found invalid shall be replaced with valid terms under law that most closely match the intent of the parties as manifested by this Agreement.

8. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement. This "Miscellaneous" section of the Agreement will continue to apply after the rest of the Agreement ends.

## **12. Changes to this User Agreement**

Sorenson will update this User Agreement if our practices change or if the law requires changes to it. You should review this agreement regularly for changes, and can easily see if changes have been made by checking the Effective Date below. This User Agreement is available at [http://www.sorenson.com/relay\\_user\\_agreement](http://www.sorenson.com/relay_user_agreement). If you do not agree to the terms of the User Agreement or any Sorenson Policy, Disclaimer, or Agreement, you should stop using all Sorenson's IP-based Relay Services immediately. Your continued use of Sorenson's IP-based Relay Services following the posting of any changes to the User Agreement means you agree to be bound by the terms of this Agreement.

## **13. Questions and Feedback**

Please submit any questions or feedback regarding this policy to Sorenson by mail at Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A. or by e-mail to [legal@sorenson.com](mailto:legal@sorenson.com).

The User Agreement was last updated and is effective as of October 5, 2011.