

SPECIAL DISCLAIMER FOR INTERPRETING SERVICES INVOLVING CALLS TO EMERGENCY SERVICE PROVIDERS (911/E911), OR LEGAL, MEDICAL OR MENTAL HEALTH ISSUES

IMPORTANT: Please read the following disclaimer of Sorenson Communications, Inc. ("Sorenson") before using Sorenson telecommunications relay services, 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"), or any video remote or in-person interpreting services obtained incidental to or in conjunction with Sorenson's provision of IP-based Relay Services. Any such use, including by "dialing around" your default VRS provider, is governed by the following disclaimer.

ADVISORY REGARDING 10-DIGIT NUMBERS AND 911 CALLS

You may request one or more 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 numbers indicating 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 Sorenson at 800-659-4810 or send an email to register@sorenson.com.

As your default provider, Sorenson must comply with various legal requirements. Pursuant to these requirements, Sorenson will (i) obtain from you the physical location from which you will 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 (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. 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 assigned to the Videophone to the new default provider

You can place an emergency call by dialing 911 using Sorenson VRS or IP Relay service accessed via your computer, other device (such as a smart phone), or 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, or calling 800-659-4810 from your Sorenson videophone or software. 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 your 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 Disclaimer 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 for you if you have not registered with a default provider.

CALLS TO EMERGENCY SERVICE PROVIDERS (911/E911)

WAIVER OF LIABILITY FOR 911 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 IP-based Relay Services or your relay service 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, 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, software, 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 the Advisory section 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 your videophone or other equipment and/or software 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 Sorenson videophones and/or software, has been terminated, suspended, restricted, 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 and/or Sorenson 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.

Sorenson will not be liable for any cost or damage arising either directly or indirectly from (i) your failure to accept the limitations expressed in this Disclaimer, 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 and/or software. 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.

Except as expressly provided in this Disclaimer, and then only to the extent provided, Sorenson makes no warranties or representations of any kind regarding its IP-based Relay Services.

SORENSON DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Sorenson disclaims any and all warranties of quiet enjoyment, performance, and non-infringement. Sorenson also makes no warranty that its IP-based Relay Services will be error free or provide uninterrupted service or functionality. Sorenson shall not be liable for any consequential or incidental damages. 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.

CALLS INVOLVING MEDICAL, MENTAL HEALTH, OR LEGAL ISSUES

When a Sorenson interpreter is interpreting an IP-based Relay Service call, he or she is doing so pursuant to federal law. Specifically, 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. Accordingly, Sorenson cannot and does not represent, warrant, or guarantee that Sorenson's IP-based Relay Services will meet any requirements mandated by the laws of any state or locality. For example, the role of an in-person interpreter in a legal setting varies from state to state, and may include additional responsibilities including interceding on behalf of the court, the client, or counsel to help ensure that the parties are accurately comprehending the proceeding; attesting to their ability to accurately interpret the legal proceeding; being placed under oath; and being obligated to evaluate an assignment to determine if they are qualified and to refuse the assignment if they feel they are not appropriately qualified to interpret. Sorenson's IP-based Relay Service interpreters are not subject to such requirements. Moreover, federal law generally prohibits Sorenson IP-based Relay Service interpreters from revealing the content or existence of a telecommunications relay service call, even when doing so would be inconsistent with state or local laws. As a result, a Sorenson IP-based Relay Service interpreter may not be required pursuant to state or local law to testify in court about a relayed conversation.

Consistent with the rules of the Federal Communications Commission, Sorenson employs only qualified interpreters who are capable of interpreting effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Sorenson, however, cannot and 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.

EFFECT OF SERVICE & PRODUCTS AGREEMENT

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.

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. Further, you agree to indemnify and hold Sorenson and its shareholders, officers, directors, employees, agents, independent contractors, and affiliated entities harmless from and against 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 solely based on Sorenson's willful misconduct. This provision will continue to apply after this Disclaimer ends.

GOVERNING LAW

This Disclaimer will be governed by the laws of the State of Utah, U.S.A., without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use 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.

CHANGES TO THIS DISCLAIMER

Sorenson will update this Disclaimer if our practices change or if the law requires changes to it. You should review this document regularly for changes, and can easily see if changes have been made by checking the Effective Date below. The Disclaimer is available for viewing at <http://www.sorenson.com/disclaimer>. If you do not agree to the terms of this Disclaimer or any other Sorenson Policy, Disclaimer, or Agreement, you should stop using all Sorenson IP-based Relay Services and products immediately. Your continued use following the posting of any changes to this Disclaimer means you agree to be bound by the terms of this Disclaimer.

This Disclaimer was last updated and is effective as of October 5, 2011.