

Service Terms and Conditions

Last Updated: April 28, 2026

These are the Service Terms and Conditions (“**T&Cs**”) which govern your use of the Services (defined below) provided by 9Line Software LLC (“**9Line**”). If there is a conflict between these T&Cs and your Order Confirmation page, the Order Confirmation takes precedence. If there is a conflict between other attachments, exhibits, schedules, and documents, then your Order Confirmation page and these T&Cs take precedence with respect to matters relating to the Services, unless expressly provided otherwise.

YOU AGREE TO BE BOUND BY THE T&CS THROUGH (A) YOUR INSTALLATION, INTEGRATION, ACCESS OR USE OF THE SERVICES; (B) CHECKING/CLICKING THE “I AGREE” BUTTON, OR (C) YOUR EXPRESS AGREEMENT TO THESE T&CS INCORPORATED BY REFERENCE INTO AN ORDER CONFIRMATION. IF THERE ARE ADDITIONAL POSTED POLICIES OR TERMS APPLICABLE TO THE SERVICES (INCLUDING THE 9LINE PRIVACY POLICY), YOU ARE REQUIRED TO FOLLOW THOSE AS WELL. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THESE T&CS OR YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SERVICES.

1. SERVICES AND SUPPORT

1.1 **Services.** The “**Services**” consist of the enhanced 911 services described herein, including 9Line hosted software-as-a-service offering (“**Cloud Services**”) and software that is listed on your Order Confirmation and installed to track the location of IP phones and provide 911 call notifications (the “**Software**”). The Software can be used to find the location of the caller when a 911 call is placed from an enterprise call server, PBX, or hosted cloud solution. The Software is then used to send that call to the appropriate Public Safety Answering Point (“**PSAP**”) depending on PSAP limitations, or to a designated security answering point, and notify you that a 911 call has taken place. The Services may also consist of Software add-ons such as features that provide end point automated location tracking and 911 notifications. 9Line provides the Services, but certain components may be delivered by third-party vendors engaged by 9Line.

1.2 **Updates to Services.** 9Line continues to improve its Services for you and other customers, and may enhance or otherwise update the Services provided. You will be notified in advance of any changes in the Services which could materially reduce the functionality of any aspect of the Services prior to implementation of those changes. 9Line also will perform scheduled maintenance from time to time to update the servers and Software that are used to provide you the Services. 9Line reserves the right to refuse providing or modifying any features of the Services if such provisioning or modification adversely affects the Services.

1.3 **Support.** 9Line provides technical support based on your licensed package and any add-on Services listed in your Order Confirmation. You may contact 9Line via telephone, email, web-based service, or other communications channel designated by 9Line regarding difficulties in use of the Services or the interpretation of results. 9Line support is delivered in accordance with the terms controlling the applicable level of support purchased with your license, or as an add-on to your license. You may need to provide 9Line with remote access to your computer systems for certain off-site technical support.

1.4 **Uptime.** 9Line will use commercially reasonable efforts to make the Cloud Services available at least ninety-nine and one half percent (99.999%) of each calendar month, measured 24 hours a day, 7 days a week, except for: (i) scheduled maintenance that occurs on a designated day and time each month only during non-peak hours and for which 9Line will provide at least three (3) days advance notice, (ii) unscheduled maintenance performed with reasonable advance notice, (iii) emergency maintenance without prior notice, though 9Line will notify you within twenty-four (24) hours afterwards, (iv) any Force Majeure Event (defined below), or (v) down time due to any of your acts or omissions (including acts of omissions of your Authorized User(s)) or your failure to comply with these T&Cs.

1.5 **Free Trial Access.** If you access or use any portion of the Services on a free trial or evaluation basis (the “**Free Trial**”), such use is provided “AS IS” and “AS AVAILABLE” without warranties of any kind, whether express, implied, statutory, or otherwise. You acknowledge and agree that use of the Services during the Free Trial is entirely at your sole risk. 9Line disclaims all liability for any loss, damage, data corruption, loss of access, interruption, or other adverse effects incurred by you in connection with or arising from use of the Services during the Free Trial period. Under no circumstances shall 9Line be liable for any direct, indirect, incidental, consequential, special, or exemplary damages arising out of or related to your use of the Services on a Free Trial basis, even if advised of the possibility of such damages. You further agree that 9Line shall have no indemnity, support, service level, or other obligations whatsoever during any Free Trial. If you do not agree to these terms, you should not use the Services on a Free Trial basis. Any other restrictions in the T&C’s that apply to the Services shall also apply to your Free Trial use of the Services.

2. PAYMENTS

2.1 Licensing Fees. In consideration for the Services, you are responsible for, without offset or deduction, payment of the fees described in your Order Confirmation or separate agreement with a 9Line authorized distributor (“**Fees**”). Fees may increase each Renewal Term (as defined below). The Fees do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, excluding only taxes based upon 9Line’s net income. You will be responsible for payment of any such taxes assessed. Neither Party is liable for taxes imposed on the other Party’s income. All Fees and other amounts payable under these T&Cs are non-refundable and non-cancellable, except as otherwise expressly provided. In the event that your account is overdue, 9Line will have the right, in addition to any other remedies under these T&Cs or pursuant to applicable law, to suspend your use of the Services, without further notice to you, until you have paid the full balance owed, plus any interest due at the rate of 18% per annum.

2.2 ECC Expenses. An emergency 911 call that cannot be connected to the PSAP due to incomplete or missing location data or originates from any toll-free number constitutes a “**Failed User Emergency 911 Call**.” Failed User Emergency 911 Calls will be routed to an emergency call center (“**National ECC**”) which is an external call center, contracted by 9Line that operates 24/7 and is staffed by trained and certified professionals. Upon receiving a 911 call, the National ECC will attempt to route the call to the appropriate PSAP, based on the location information communicated by the 911 caller. 9Line will not charge you for the first National ECC call, but you will be responsible for all expenses associated with any subsequent calls that are routed to the National ECC including, but not limited to, \$25.00 for each subsequent call during the Term (“**National ECC Expenses**”). 9Line will notify you of any National ECC calls and associated National ECC Expenses within two (2) business days after such call and 9Line will invoice you monthly for those National ECC Expenses.

2.3 Service Increases. Fees are based on your number of devices and users as listed in your Order Confirmation or separate agreement with a 9Line authorized distributor (the “**Licenses Basis**”). If your Service usage is greater than your License Basis, your License Basis will be increased, and you will be billed and owe incremental Fees for the additional licenses in use for the remainder of the Term. Your License Basis can only be increased during the Term, and decreases in Licenses Basis can only be made through a separate Order Confirmation. Upon each renewal term, the subscription fees for existing services may be subject to an increase, not to exceed 10% of the total contract value, over the fees for the immediately preceding term, unless otherwise agreed in writing by both parties.

3. TERM AND TERMINATION

3.1 Term. The “**Initial Term**” of shall commence on the Effective Date listed in your Order Confirmation and shall continue for the period set forth in your Order Confirmation (the “**Initial Term**”). Your Services will automatically extend for an additional twelve (12) month period (each, a “**Renewal Term**”), unless either Party sends the other Party a notice of non-renewal at least thirty (30) days prior to the expiration of the Term. The Initial Term and any Renewal Terms shall be collectively referred to herein as the “**Term**.”

3.2 Termination. The Parties may terminate any applicable Order Confirmation: (i) for cause if a Party materially breaches these T&Cs and does not cure that breach within thirty (30) days after receipt of written notice of the breach; or (ii) upon the dissolution or liquidation of the other Party, or if the other Party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due. Additionally, 9Line has the right to immediately suspend or terminate your use of the Services if you breach Section 2 (Payments), Section 4 (Use of the Services), or Section 5 (Intellectual Property).

3.3 Effect of Termination. Upon termination or expiration of the Term, you must cease any further use of the Services and destroy any copies of Software within your control. If termination is due to material breach by the 9Line or due to 9Line’s winding down of the Services, 9Line will refund to you any prepaid fees covering the remainder of the then-current Term after the effective date of termination. Sections 3-9 of these T&Cs shall survive the expiration or termination, along with any other provisions that must survive to achieve the intent of these T&Cs.

4. USE OF THE SERVICES

4.1 Acceptable Use. You will use the Services only for the purposes of establishing locations for routing your 911 emergency calls and for no other purpose. You will not (i) interfere with the Services, other customers’ access to the Services, or with the security of the Services; (ii) sell, resell, or distribute the Services; (iii) make the Services available to third parties as a managed or network provisioned service; or (iv) attack or disrupt the Services, including denial of service (DoS), unauthorized access, monitoring or crawling, or distribution of malware (including viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots). Use of the Services for any

purpose other than that contemplated by these T&Cs will constitute a material breach and will be grounds for termination.

4.2 Authorized Users. You are responsible for any individual which you authorize to access or use the Services including employees, agents, and visitors that use your telephone system (each an “**Authorized User**”). You are responsible for informing any Authorized User of your applicable policies and procedures related to use of the Services including the instruction to Authorized Users to not to block their telephone numbers when calling 911. You are responsible for regularly monitoring and managing your networks and equipment and will direct your Authorized Users to regularly monitor and manage their networks and equipment to ensure that there is no interruption in connectivity to the Services.

4.3 Data Privacy. The Services only store Direct Inward Dial (“**DID**”) telephone numbers used for 911 call routing purposes and their associated building addresses and locations. You are responsible for configuring your phone system to restrict the delivery of Caller-ID Name (“**CNAM**”) to the Services. 9Line may use the data it collects or that is otherwise related to the Software or Services for the purposes of delivering services, maintaining system integrity, improving product performance, and developing future capabilities including artificial intelligence and machine learning models. For further details as to the Services’ data privacy provisions, please refer to 9Line’s Privacy Policy available at <https://9line911.com/privacy-policy/>.

4.4 Location Data. You expressly acknowledge that it is solely your responsibility, at your cost, to enter correct, complete and current location data (“**User Location Data**”) into the Services and to promptly update the same from time to time as needed. The address information provided must include sufficient information to enable emergency responders to locate the calling party and must comply with any applicable multiline telephone system requirements. By utilizing the Services, you acknowledge and understand that failure to maintain the current and correct User Location Data in the Services may result in emergency calls being routed to the incorrect emergency service provider.

4.5 Service Limitation Acknowledgement. You acknowledge that you may not be able to place 911 calls or User Location Data may be incorrect using the Services: (i) during any disruption of power at your location; (ii) during any disruption of internet connectivity to your location; (iii) during any period in which your VoIP telephony service provider or local carrier has cancelled or suspended delivery of services to you for any reason; (iv) during any period of Services outage or failure related to a Force Majeure Event; (v) if you attempt a 911 call from a location different from your address stored in the Services; (vi) if incorrect or invalid address information is provided or if such information is not updated upon a change in your location; (vii) if your equipment fails to function, is not properly configured or is defective; (viii) in territories where the PSAP or applicable authority does not offer enhanced 911 call systems; (ix) if your right to use the Services has been suspended or terminated; and (x) you do not configure your telephony system with a fallback route to 911 via your VoIP telephony service provider. You acknowledge and agree that you may not be able to place 911 calls after termination of the Services without re-programming your phone system. You acknowledge that certain features may not be compatible with 911 call systems, including that some PSAPs do not accept VoIP calls and must be routed to the next closest PSAP that does accept VoIP calls. You agree that 9Line will have no liability for any failure to place, or have correctly routed, any 911 calls for the reasons set forth in this Section 4.5.

4.6 Cooperation. Delivery of the Services are conditioned on you fulfilling certain cooperation obligations including your requirements to: (i) timely provide 9Line with all reasonable information and cooperation requested by 9Line to perform the Services; (ii) respond promptly to all requests by 9Line for information, as well as any issues that 9Line encounters in its performance of the Services; and (iii) assign one (1) individual with telephone system expertise and necessary authority to primarily manage the Services and your relationship with 9Line under these T&Cs (the “**Administrator**”) for the Term and appoint an alternative individual as Administrator at 9Line’s reasonable request. You will provide contact information of your dedicated Administrator to 9Line and update the same as needed. 9Line will not be liable for any deficiency in performance of Services due to your failure to provide cooperation as required hereunder. You authorize 9Line to publicly disclose that you are a customer of 9Line, including in 9Line’s customer list and marketing materials.

4.7 Suspension. 9Line may temporarily suspend Your use of the Services without prior notice if Your acts or omissions (or those of Your agents) threaten the integrity or security of the 9Line system used by 9Line to provide the Services.

5. INTELLECTUAL PROPERTY

5.1 9Line IP. Except for Your Data (defined below), as between you and 9Line, 9Line (or its licensors) own all right, title, and interest in and to (a) all data, content, information, feedback, and performance-related data, content, or information arising from, collected by 9Line, or otherwise related to the Software or Services, including but not limited to call metadata, audio recordings, transcriptions, DTMF tones, and geolocation information, (b) the

technology necessary or required to provide the Software or Services, including the “look and feel” of the Services, all documentation thereto, and all software, ideas, processes, data, algorithms, text, media, and other content available on or arising from the Services; and (c) 9Line Marks (collectively, “**9Line IP**”). You may not modify, duplicate, copy, reverse engineer, or reuse any portion of the 9Line IP other than as permitted under these T&Cs without 9Line’s prior express written consent.

5.2 License & Restrictions. Subject to these T&Cs and any related agreement between the Parties, 9Line grants you a limited, non-exclusive, non-sublicensable and non-transferable license to use the Services and Software identified in the Order Confirmation for internal business purposes only. The Software may contain open-source code that is subject to its own license terms. You may not nor allow a third party to: (a) use (except as permitted herein), copy (except pursuant to your standard backup procedures), modify, reverse engineer, decompile, or otherwise attempt to derive the source code for any Software, or create derivative works of any Software or Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software or Service to any third party; (c) use the Software or Service to provide any service to any third party; (d) compete, or create a product that competes, with any Software or Service; or (e) use any Software or Service in any manner not expressly provided herein. If you permanently transfer the Software to servers at a different location that physically replace the original servers, you will completely cease the use of the Software on the original set of servers and will promptly give 9Line written notice of such relocation.

5.3 Your Data. “**Your Data**” consists of any data and other content that you provide to 9Line in connection with its use of the Services, including any personally identifiable information of your Authorized Users or any third-party. You are solely responsible for the legality, reliability, integrity, accuracy and quality of the Your Data. You represent, warrant, and covenant that you have secured all necessary rights, licenses, and authorizations from any other required third parties to provide 9Line Your Data for the purposes set forth hereunder. In no event will 9Line be responsible for any loss, destruction, alteration or disclosure of Your Data. You hereby grants all rights and permissions in or relating to Your Data to 9Line as is necessary or useful to provide the Services, and for 9Line to enforce these T&Cs and exercise its rights hereunder.

6. INDEMNIFICATION

6.1 Indemnification by 9Line. 9Line will defend, indemnify, and hold you—and your directors, officers, employees, representatives, and agents—harmless from any third-party claim (and all resulting losses, damages, costs, and reasonable attorneys’ fees) that: (i) alleges the 9Line Software or Services infringe a patent or copyright; (ii) arises from 9Line’s violation of law; or (iii) arises from 9Line’s gross negligence or willful misconduct. If a patent or copyright claim is made (or in 9Line’s reasonable judgment is likely to be made), 9Line may, at its expense either get a license which allows you to continue using the Software or Service, or replace or modify the Software or Service so that it is no longer infringing, provided its functionality is not materially reduced. If neither option is commercially reasonable, you must stop using the affected Software or Service. 9Line will then end the Service and refund you any prepaid Fees for the unused portion of the Term.

6.2 Your Indemnification. You will defend, indemnify, and hold 9Line—and 9Line’s directors, officers, employees, representatives, and agents—harmless from any third-party claim (and all resulting losses, damages, costs, and reasonable attorneys’ fees) that arises from: (i) your unauthorized use, operation, or modification of any Service; (ii) your misuse or incorrect use of any Service including failure to provide the necessary location data for proper routing of a 911 call; (iii) incorrect or missing configuration of a fallback route to 911 via your VoIP telephony service provider; (iv) your violation of any applicable law; or (v) your gross negligence or willful misconduct.

6.3 Indemnification Procedure. If a third-party makes a claim covered by this Section 6, the party seeking indemnity must promptly give written notice to and reasonably cooperate with the indemnifying party. The indemnified party forfeits indemnity only to the extent any delay or failure materially prejudices the defense. The indemnifying party shall manage and pay for the defense and any settlement, though the indemnified party may retain its own counsel at its own expense. The indemnifying party may settle without the written consent of the indemnified party only if the settlement (i) contains no admission of wrongdoing, (ii) requires solely monetary relief that the indemnifying party pays in full, and (iii) grants the indemnified party a complete release. If the indemnifying party fails to defend the claim with reasonable diligence, the indemnified party may assume control of the defense and settlement at the indemnifying party’s cost. The indemnity in this Section 6 is the parties’ exclusive remedy for all such claims.

7. LIMITATION OF LIABILITY

7.1. Limitation. To the extent permitted by applicable law, and notwithstanding anything to the contrary contained in these T&Cs, the Parties shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or remote damages of any kind, including without limitation, loss of profit, revenue, anticipated savings, business

transactions or goodwill or other contracts arising from or relating to the Services, whether in contract, tort or otherwise, even if such Party know or should have known the possibility of, such damages. In no event shall either Party be liable for an aggregate amount in excess of the Fee paid or owed during the prior 12 months. Notwithstanding the foregoing, the limitations of liability in this Section 7 shall not apply to willful misconduct, breaches of confidentiality obligations, infringement or misappropriation of intellectual property rights, or indemnification obligations.

8. WARRANTIES AND DISCLAIMERS

8.1 General Limited Warranties. Each Party represents and warrants to the other Party that (i) it has the authority to agree to these T&Cs, (ii) by agreeing to these T&Cs, such Party is not, and will not be, in violation of any other agreement between it and any third party, and (iii) that these T&Cs are enforceable and binding upon it.

8.2 Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND EACH PARTY: (I) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; AND (II) MAKES NO WARRANTY OR REPRESENTATION THAT: (1) THE SERVICES WILL BE UNINTERRUPTED, COMPLETELY SECURE, ERROR-FREE, OR FREE OF VIRUSES; OR (2) THE SERVICES WILL MEET YOUR BUSINESS REQUIREMENTS OR OPERATE WITH YOUR EXISTING SYSTEMS.

9. MISCELLANEOUS

9.1 Governing Law. These T&Cs shall be governed by and construed in accordance with the laws of the State of New York including any conflicts of law provisions of the laws of the State of New York. For any dispute regarding or in any way involving the Services, the Parties hereto hereby irrevocably and exclusively submit to the exclusive jurisdiction of state and federal courts in St. Louis, Missouri. The Parties agree that a final non-appealable judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent permitted by applicable law, each of the Parties hereby waives and agrees not to assert by way of motion, as a defense or otherwise in any such action, suit or proceeding, any claim that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper, or that the related documents or the subject matter thereof may not be litigated in or by such courts.

9.2 Entire Agreement. These T&Cs along with any related Order Confirmation constitutes the entire agreement among the Parties hereto with respect to the transactions contemplated and supersedes all prior agreements, understandings, letter of intent and negotiations, both written and oral, among the Parties with respect thereto.

9.3 Assignment. These T&Cs are not assignable or transferable by you without the prior written consent of 9Line. Any attempted assignment or delegation in violation of the preceding sentence will be null and void. 9Line may assign these T&Cs to any party that assumes 9Line’s obligations hereunder.

9.4 Notice. All notices and any other communications whatsoever (including, without limitation, an approval, consent, demand, query or request) by either Party relating to the Software or Services shall be given in writing, and shall be sent by registered post, or delivered via email to the recipient Party at its relevant address on the applicable Order Confirmation or otherwise made known to the other.

9.5. Modifications. As 9Line’s business evolves, 9Line may modify these T&Cs. Any material changes to the T&Cs are not retroactive and will only apply to Order Confirmations entered after the last updated date of the T&Cs. If you enter into a new Order Confirmation after such modification, your use of the Services will be deemed as acceptance of the T&Cs, as modified.

9.6 Force Majeure. 9Line will not be liable for any failure to perform due to causes beyond 9Line’s reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances

9.7. Export. The Software, Services and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from 9Line, or any products incorporating such data, in violation of the United States export laws or regulations

9.8. U.S. Government End Users. The Software and related documentation are “commercial items” as defined in 48 CFR 2.101 and their use is subject to the policies set forth in 48 CFR 12.211, 48 CFR 12.212 and 48 CFR 227.7202, as applicable.

9.9 General Miscellaneous. If any term or provision of these T&Cs is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that shall not affect any other term or provision of these T&Cs or invalidate or render unenforceable such term or provision in any other jurisdiction. No person or entity shall be deemed as a third-party beneficiary to these T&Cs. No waiver of any breach of these T&Cs, will be effective unless in writing and signed by an authorized representative of both Parties. These T&Cs may not be modified or amended without written agreement of the Parties.