



PASON TERMS & CONDITIONS

For Rig Intercom Services

PLEASE READ THE FOLLOWING CAREFULLY

*** THESE TERMS & CONDITIONS ("TERMS") CONTAIN LIMITATIONS OF LIABILITY AND INDEMNITIES ***

The Rig Intercom services (the "Rig Intercom Services") offered by Pason Systems Corp., Pason Systems USA Corp. and their affiliates (collectively, "Pason") allow you and every other person who uses the Rig Intercom Services provided by Pason hereunder ("you") to make or receive telephone calls over the Internet to, or from, the Public Switched Telephone Network (the "PSTN"). Although these Voice over Internet Protocol ("VoIP") calls may appear to be similar to traditional telephone calls made over the PSTN, it is important to note that VoIP 9-1-1 emergency calls are handled very differently from emergency calls made using traditional phone services.

Please read all of the following Terms. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF THE RIG INTERCOM SERVICES AND RETURN ANY PRODUCTS AND EQUIPMENT TO PASON.**

9-1-1 service: You hereby acknowledge and understand the differences between traditional phone services and VoIP calls with respect to 9-1-1 calls placed to emergency services from your location, as further described below.

Placing 9-1-1 calls: When you make a 9-1-1 emergency call, your call will be routed to a third-party 911 service. The 911 service provider will require you to provide your location and telephone number.

How your information is provided: The VoIP call service cannot provide the 911 service dispatcher your location. Therefore, **when making a 9-1-1 VoIP emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different).** If you are unable to speak, the dispatcher will not be able to access your location information, and emergency services may not be dispatched. **Pason highly recommends that you post exact location details, directions to the location and other important information near each VoIP handset.**

Correctness of information: If you fail to correctly identify your location and the necessary directions, emergency respondents may be misdirected or not dispatched at all.

Disconnections: Do not disconnect a 9-1-1 VoIP emergency call until told to do so by the dispatcher. The dispatcher is unable to call back. If inadvertently disconnected, you must call back immediately.

9-1-1 calls may not function: For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in certain circumstances, including without limit:

- Failure of the service or your service access device: if your system access equipment fails, or if your VoIP service is not functioning correctly for any reason, including without limit, power outages, VoIP service outages, suspension or disconnection of your service, network or Internet congestion or outages. In such instances, you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 9-1-1 emergency calls.
- For technical reasons, including without limit, PSTN network connection or congestion issues. For example, it is possible that a 9-1-1 VoIP emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.

Alternate services: If you are not comfortable with the limitations of 9-1-1 VoIP emergency calls, including without limit, those described in these Terms, Pason recommends that you obtain alternate means for accessing emergency response services.

Inform other users: You are responsible for notifying, and you hereby agree to notify, any potential users of the Rig Intercom Services of the nature and limitations of 9-1-1 VoIP emergency calls as described herein, and that callers making 9-1-1 VoIP emergency calls must provide location information to 9-1-1 operators.

Limitation of liability: Pason expressly disclaims all representations, warranties and/or guarantees relating to, or in connection with, any 9-1-1 VoIP emergency calls using the Rig Intercom Services. In no event shall Pason be liable for any damages to you, or any third party, caused by, in connection with or arising from the limitations of 9-1-1 VoIP emergency calls or the failure of any attempted 9-1-1 VoIP emergency calls, however the cause.

Agreement to be bound by these Terms: In order to use the Rig Intercom Services you must agree to these Terms in their entirety. You hereby acknowledge that you have been provided with the opportunity to read these Terms, that you understand these Terms and that you agree to be bound by these Terms.

IF YOU DO NOT UNDERSTAND AND AGREE TO THESE TERMS, YOU ARE NOT ENTITLED TO USE THE RIG INTERCOM SERVICES

- AND -

YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE RIG INTERCOM SERVICES