

EMERGENCY SERVICES - 911 DIALING

YOU SHOULD BE AWARE THAT THERE ARE SOME CIRCUMSTANCES UNDER WHICH YOUR E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN SOME WAY. EXAMPLES OF THE LIMITATIONS OF YOUR E911 SERVICE WHEN COMPARED TO A TRADITIONAL TELEPHONE SERVICE ARE LISTED IN THIS SECTION. YOU ARE STRONGLY ADVISED TO FAMILIARIZE YOURSELF WITH THIS SECTION AND DISCUSS IT WITH YOUR MOMENTUM REPRESENTATIVE IF THERE IS ANYTHING YOU FIND CONFUSING OR YOU DO NOT UNDERSTAND.

1.1 911 Dialing. All of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers have basic 911 in locations where the emergency center is not equipped to receive your telephone number and address. With basic 911, the local emergency operator(s) answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator(s) your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

1.2 Notify All Users. YOU SHOULD INFORM ANY CUSTOMERS, EMPLOYEES, GUESTS OR OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE IMPORTANT DIFFERENCE IN, AND LIMITATIONS OF, MOMENTUM 911 DIALING AS COMPARED WITH TRADITIONAL BASIC 911 OR E911. The documentation that accompanies each piece of equipment you may purchase or lease will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility to place the 911 Sticker as near as possible to each phone that you use with the Service. If you did not receive a 911 Sticker with your Equipment, or you require additional 911 Stickers, please contact our customer care department at 888-538-3960 for more stickers at no additional cost.

1.3 Location of Service. This Service is provided at a specific permanent address and not available as a nomadic offering. Before you move to another location, you must notify Momentum to determine if service can be provided at your new permanent address. **If you attempt to use the Service without notifying Momentum and receiving our permission, emergency personnel may not be able to locate you to adequately respond to an emergency. Even with E911, emergency personnel may be dispatched at the address listed with us and not the address where you use the service if you fail to follow the requirements of this paragraph.**

1.4 Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM MOMENTUM CONFIRMING THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

1.5 Service Outages.

(a) Service Outages Due to Power Failure or Disruption. Dependent upon your location, network backup power systems may be in place during the event of a power failure. The equipment provided may also provide limited battery backup. Consult with Momentum to determine whether or not your equipment has battery backup.

i. Equipment with battery backup. Battery backup on qualifying equipment is limited. Excessive use during a power outage will result in shortened life of the internal battery. The equipment may provide indication of low battery voltage. Customer should contact Momentum for instructions or replacement. Failure of network power backup systems or the internal backup system during a power failure or disruption will prevent all Service, including 911 dialing, from functioning.

ii. Equipment without battery backup. Equipment that does not have a battery backup cannot support 911 dialing in event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the equipment prior to utilizing the Service, including 911 Dialing.

(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service. Service Outages due to Internet Outage or Suspension or Disconnect of Broadband Service or ISP will prevent all Service, including 911 dialing, from functioning. You understand you must obtain your own Internet connection, or obtain service from us (where available) to use the Service. We may not control your Internet access

or the quality of your Internet connection. We are not responsible for problems caused by your Internet connection or for any third party products or service, nor will we contact any third party providers on your behalf.

(c) Service Outage Due to Disconnection of Your Momentum Account. Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Momentum is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result. In the event you lose Service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

(e) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

1.6 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

1.7 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using your 911 Dialing service are answered or addressed by any emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. **NEITHER MOMENTUM NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE.** You shall defend, indemnify, and hold harmless Momentum, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

1.8 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

1.9 Non-exclusive, Non-transferable License; Retention of Rights. The right to use any of the Service granted to the Customer is nonexclusive and nontransferable, and Customer shall prohibit use of the Service by any third party other than Customer for such Customer's internal business purposes. It is expressly understood that title to the Service, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property belong to Momentum or its underlying providers and does not pass to the Customer.

Restrictions: Customer shall not:

- (a)** copy or adapt the Service for any purpose, except as specifically permitted under this Agreement;
- (b)** use the Service except in accordance with all applicable laws and regulations, and except as set forth in any documentation or instructions provided by Momentum;
- (c)** reverse engineer, translate, decompile, or disassemble the Service;
- (d)** use the Service in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide Service or process data for the benefit of, or on behalf of, any third party other than the Customer;
- (e)** cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Service; or
- (f)** delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.