

## **E911 DIALING TERMS AND CONDITIONS**

**CAREFULLY READ THE BELOW E911 DIALING TERMS AND CONDITIONS (“E911 TERMS”), AS YOUR CONSENT TO THESE E911 TERMS IS A PREREQUISITE TO MOMENTUM’S DELIVERY OF SERVICE TO YOU. BE AWARE THAT THESE E911 TERMS INCLUDE SPECIFIC OBLIGATIONS OF CUSTOMER TO ENSURE THE PROPER FUNCTIONING OF E911 DIALING SERVICES.**

### **1. EMERGENCY SERVICES - 911 DIALING**

THERE ARE SOME CIRCUMSTANCES UNDER WHICH YOUR VOIP 911 SERVICE MAY BE UNAVAILABLE OR LIMITED IN SOME WAY. EXAMPLES OF THE LIMITATIONS OF YOUR VOIP 911 SERVICE WHEN COMPARED TO TRADITIONAL TELEPHONE SERVICE ARE LISTED IN THIS SECTION. YOU ARE STRONGLY ADVISED TO FAMILIARIZE YOURSELF WITH THESE E911 TERMS AND TO CONTACT US IF THERE IS ANYTHING YOU DO NOT UNDERSTAND. 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, VOIP 911 DIALING AS COMPARED TO TRADITIONAL TELEPHONE SERVICE. IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF VOIP 911 DIALING SERVICE, YOU SHOULD CONSIDER HAVING AN ALTERNATE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES OR DISCONNECTING THE SERVICE.

- 1.1 911 Dialing.** All our customers have access to either basic 911 or Enhanced 911 (E911) service (basic 911 and E911 collectively referred to herein as “911 Dialing”), depending on location. 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 Location of Service.** This Service is provided at a specific permanent physical address (each such address, a “Location”) 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.
- 1.3 Confirmation of Activation Required.** As 911 Dialing will not be available at a given Customer Location until Service is activated at such Location, YOU SHOULD NOT RELY UPON THE AVAILABILITY OF 911 DIALING WITHOUT FIRST CONFIRMING THAT SERVICE HAS BEEN ACTIVATED AT THAT LOCATION. THERE MAY BE A DELAY UNTIL YOUR ADDRESS IS ENTERED IN THE E911 DATABASE. In the event Service (including 911 Dialing) is not available at a given Customer Location, we will promptly notify you.

- 1.4 Non-Native Telephone Number.** If you are using a non-native telephone number (a telephone number from a different exchange than the one in which you are using our Service), emergency authorities or personnel may be unable to determine the location from which you are calling.
- 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 your equipment has battery backup.
- (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 disconnection of broadband service or ISP service will prevent all Service, including 911 Dialing, from functioning. To use the Service, including 911 Dialing, you must obtain your own Internet connection, whether provided by a third-party or from us (where available). In the event we are not your Internet service provider, we are not responsible for any problems caused by your Internet connection or for any third-party products or service, nor will we be obligated to 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 (if other than Momentum) 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, your Service, including the 911 Dialing feature, may not function.
- (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. We will use reasonable efforts to notify you of such a service outage as promptly as reasonably possible upon learning of any such outage.
- 1.6 Network Facilities/Congestion.** You acknowledge that you may not be able to place or receive calls, including 911 calls, if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem, or if the network is undergoing maintenance. There may be a greater possibility of network congestion and/or reduced speed in the routing of a VoIP 911 Dialing call made utilizing the service as compared to traditional 911 dialing.
- 1.7 Use Outside of the United States.** Momentum's 911 Dialing feature may not provide access to emergency services in any country outside of the United States. Momentum disclaims any obligation to provide you with access to emergency services in any jurisdiction other than the United States, unless Customer obtains from Momentum prior written confirmation of the availability of access to emergency services in such jurisdiction.
- 1.8 MLTS 911 Call Notification.** Momentum has implemented a notification feature for multi-line telephone systems (MLTS) such that Customer may designate an email address to which a notification email will be sent contemporaneously when a 911 call is made.
- (a) MLTS Notification.** If you use an MLTS, you will be able to designate an email address that will receive a simultaneous email notification if any phone number registered to your account has dialed 911. The MLTS Emergency Notification Email will be sent from noreply@emergencynotification.com and will contain the following information: (i) call date & time; (ii) dialed digits; (iii) User ID, User name, User extension (if assigned), and User phone number (if assigned); and (iv) Group ID, Group Name (if assigned) and Group Address (if assigned).
- (b) Customer Obligations Regarding MLTS Notification Email.** WITH RESPECT TO THE MLTS NOTIFICATION EMAIL, IT SHALL BE YOUR OBLIGATION TO: (I) PROVIDE AN EMAIL ADDRESS SUCH THAT IT IS LIKELY THAT THE RECIPIENT WILL SEE OR HEAR THE MLTS NOTIFICATION EMAIL; (II) ENSURE THE EMAIL ADDRESS IS CORRECTLY ENTERED INTO THE ACCOUNT

DATA; (III) MAINTAIN AND UPDATE THE EMAIL ADDRESS/ACCOUNT, AS NECESSARY; AND (IV) ENSURE ALL ADDRESS INFORMATION IS REMOVED FROM THE GROUP PROFILE DATA AS DESCRIBED IN SECTION 1.8(a)(iv) HEREOF.

**(c) Disclaimer/Indemnification Regarding Group Profile Information.** Momentum is reliant on its third-party switching platform providers who control the content of the MLTS Notification Email. Specifically, any information entered by Customer in the Group Profile fields identified in Section 1.8(a)(iv) above will be included in the MLTS Notification Email. BE ADVISED THAT ANY ADDRESS INFORMATION CONTAINED IN THE GROUP PROFILE (I.E., GROUP NAME OR GROUP ADDRESS) DOES NOT NECESSARILY IDENTIFY THE LOCATION OF THE 911 CALLER AND SHOULD NOT BE RELIED UPON AS SUCH. ANY ADDRESS INFORMATION CONTAINED IN THE GROUP PROFILE MAY BE DIFFERENT THAN THE ADDRESS INFORMATION PROVIDED TO THE PUBLIC SAFETY ANSWERING POINT (PSAP) AND EMERGENCY RESPONDERS. MOMENTUM SHALL HAVE NO LIABILITY AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MOMENTUM HARMLESS WITH RESPECT TO ANY CLAIM, DEMAND OR LOSS ARISING FROM OR RELATED TO THE PRESENCE OF ANY GROUP ADDRESS INFORMATION IN THE MLTS NOTIFICATION EMAIL OR THE FAILURE OF CUSTOMER TO COMPLY WITH ITS OBLIGATIONS UNDER SECTION 1.8(b) HEREOF.

#### **1.9 DISCLAIMER OF LIABILITY AND INDEMNIFICATION FOR 911 DIALING.**

**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, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MOMENTUM. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS MOMENTUM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS (COLLECTIVELY, "CLAIMS") BY, OR ON BEHALF OF, ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, YOUR CUSTOMERS OR END USERS) RELATING TO THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE 911 DIALING FEATURE, 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, UNLESS SUCH CLAIMS ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MOMENTUM.**