

E911 Disclosure Notice/Acknowledgement

This E911 Disclosure Notice/Acknowledgement (“E911 Notice/Acknowledgement”) is agreed, acknowledged and accepted by Alianza and its end user customer (“Customer”) in connection with Customer’s purchase and use of VoIP (Voice over Internet Protocol) Services powered by Alianza (“the Service”) provided by the Internet Service Provider (“ISP”). Outlined below are important limitations regarding emergency calling using the Service compared to traditional landline/cellular emergency calling. **Customer agrees to notify any potential user or agent of the Services, who may place calls using Customer’s Services, of the 911 limitations described herein.**

Emergency Services – 911 Calling

E911 Service is a mandatory component of the Service. E911 Service powered by Alianza enables Customers to communicate with emergency services by dialing 911. The ISP will provide Customer with warning labels regarding the limitations or unavailability of 911 emergency dialing. Customer agrees to place a label on or near each telephone or other Customer Equipment on which the Services may be utilized.

⚠ WARNING

This is VoIP phone service. E911 Service may be limited or unavailable under the following circumstances, including but not limited to the following:

- During an electrical outage
- During an Internet service outage

IMPORTANT: Emergency calls are routed to the local emergency dispatch. If your physical address differs from the address provided to your ISP, emergency services will be delayed or unavailable.

When Customer dials 911, the emergency call is routed from Alianza’s network to the Public Safety Answering Point (“PSAP”) or local emergency dispatch center designated for the physical address Customer provided to its ISP, which may be updated by Customer. In most cases, the dispatcher at the PSAP will also receive Customer’s telephone number and address. In certain situations, discussed below, the dispatcher at the PSAP may not receive the Customer’s telephone number and address.

Registered Location

All Customers are required to register the physical location of their Service. (Note that post office boxes, mail drops or similar addresses are not allowed.) Customer agrees to ensure that the physical location of its Service is correct, and to immediately update such location whenever the physical location of the Service changes. Customer acknowledges and understands that any location information passed to emergency

personnel by Alianza will be based upon the physical location information provided by the Customer.

Customer's failure to provide and keep current Customer's correct physical location will result in any 911 call or other emergency communication made by Customer or from Customer's actual location (if different from the location previously supplied to Alianza by Customer via the ISP) being routed to the incorrect local emergency service provider.

Customer acknowledges that any caller using the Service from any location outside the United States and Canada will be unable to use or access E911 Service or place any E911 emergency calls.

Service Outage

Emergency dialing will not function in the event of a power failure or disruption. If there is an interruption in the power supply, for any reason, the Service and emergency dialing may not function until power is restored properly. A power failure may also require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency 911 calls.

If there is an internet service outage or network outage for any reason, such outage will prevent ALL Service, including the ability to make emergency 911 calls.

A Service outage or suspension (including, without limitation, suspension of Service due delinquent or unpaid invoices) or termination of Service by ISP or Alianza may prevent the Service, including the ability to make emergency 911 calls.

Automated Number/Location Identification:

Due to limitations at PSAPs, it may not be possible for the the local emergency personnel to identify Customer's telephone number or location when Customer dials 911 via the Service. That information is used by emergency personnel in order to call Customer back in the event that an emergency call is dropped, disconnected or unable to be completed, or if the caller is unable to speak to provide the telephone number or address from which the caller is calling, and/or if the Service is not operational for any reason.

For these reasons, emergency callers must state the nature of the emergency promptly and clearly, including the caller's specific physical location, as emergency personnel may NOT have this information.

Limitation of Liability and Indemnification:

CUSTOMER ACKNOWLEDGES AND AGREES THAT ALIANZA DISCLAIMS ANY AND ALL LIABILITY FOR ANY SERVICE OUTAGE OR INABILITY TO COMPLETE EMERGENCY 911 CALLS FROM ANY CUSTOMER LINE OR CUSTOMER PREMISES OR TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS ALIANZA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LAWSUITS, LOSSES, DAMAGES, LIABILITY, FINES, PENALTIES, COSTS, AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS, ARISING FROM, OR RELATED TO, ANY ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, EMERGENCY 911 CALLING AND/OR INABILITY OF CUSTOMER OR ANY CUSTOMER EMPLOYEE, THIRD PERSON OR PARTY, OR USER OF THE SERVICE TO BE ABLE TO CALL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL. IN NO EVENT SHALL ALIANZA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES RELATED TO CUSTOMER'S (OR ANY CUSTOMER EMPLOYEE, AGENT, OR CONTRACTOR, OR THIRD PERSON OR THIRD PARTY OR USER OF THE SERVICE) USE OF OR INABILITY TO USE E911 SERVICES.