

SONICNET, INC., E911 DISCLOSURE NOTICE

Date of Last Revision: January 2022

Introduction: This Emergency Services E911 Disclosure Notice provides important information about the ability to connect to 9-1-1 emergency calling services using Company services and forms part of, and is governed by the Company's Terms and Conditions of Service ("Terms"), as applicable between SonicNet, Inc. ("**Company**") and its customers ("**You**" or "**Your**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Terms.

Description: VoIP services allow You to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services.

9-1-1 service: Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through Your VoIP service will be handled differently from traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and You hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from Your account as described below.

Placing 9-1-1 calls: When You make a 9-1-1 emergency call, the VoIP service will attempt to automatically route Your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("**PSAP**") corresponding to the "Registered Location" of the device on which the call is placed. However, due to the limitations of the VoIP telephone services, Your 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, Your call may be forwarded to a third-party specialized call center that handles emergency calls. This call center is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated Your address information, and consequently, you may be required to provide Your name, address, and telephone number to the call center.

How Your information is provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address, floor number or other location information, and telephone number associated with Your device. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain Your name, phone number or physical location. Therefore, when making a 9-1-1 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 may not be able to locate You if Your location information is not up to date.

Correctness of information: As described more fully below, You are responsible for providing, maintaining, and updating correct contact information (including name, business or residential address including the floor or suite number (the "Registered Location"), and telephone number) with each device under Your account. If You move Your service, access the service from a different physical location or otherwise change where You are using the service, You are responsible for promptly updating the Registered Location information. If You do not correctly identify the actual location where You are located, or if Your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.

Disconnections: You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have Your number or contact information. If You are inadvertently disconnected, You must call back immediately.

Connection time: For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.

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 various circumstances, including but not limited to those listed below under “911 Limitations and Restrictions.”

Alternate services: If You are not comfortable with the limitations of 9-1-1 emergency calls, Company recommends that You terminate the VoIP services or consider an alternate means for accessing traditional 9-1-1 emergency services.

Inform other users: You are responsible for notifying, and You agree to notify, any user or potential users of Your VoIP services of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein.

911 LIMITATIONS AND RESTRICTIONS.

1. 911 SERVICES ARE NOT AVAILABLE FOR INBOUND-ONLY PLANS. FOR THOSE TWO-WAY OR OUTBOUND ONLY SERVICES THAT INCLUDE A 911/E911 COMPONENT, THE SERVICE 911/ E911 COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS TRADITIONAL WIRELINE 911/ E911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES OF THE 911/ E911 LIMITATIONS DESCRIBED HEREIN. COMPANY RECOMMENDS THAT CUSTOMER PURCHASE ALTERNATE MEANS OF ACCESSING TRADITIONAL 911/E911 SERVICES. CUSTOMER ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE 911/E911 PORTION OF THE SERVICES WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW:

- a. Loss or interruption of electrical power at the user’s location. The user will not be able to use the Service (including to call 911) during a power interruption or outage. Following the power interruption or outage, the user may be required to reset or reconfigure the Service prior to being able to use the Service, including to call 911.
- b. Loss or interruption of Internet access at the user’s location.
- c. Failure of the user’s broadband or VoIP hardware (including without limitation phones).
- d. Failure of the user’s broadband or VoIP software (including without limitation softphones).
- e. Improperly installed or configured user broadband or VoIP hardware (including without limitation Phones).
- f. Improperly installed or configured user broadband or VoIP software (including without limitation softphones).
- g. Suspension, disconnection, or termination of the Service for any reason, including without limitation for failure to pay or default, or failure of the Service to function for any reason.
- h. Customer failure to provide Company with the physical location of the user, or failed to provide the correct physical location (i.e. the address is incorrect, incomplete, abbreviated, or misspelled).
- i. Customer failure to update the user’s physical location with Company when the user moved or changed location.
- j. The user attempts a 911 call from a location different from the location registered with the Company.

2. **REQUIREMENT TO REGISTER AND UPDATE LOCATION INFORMATION.** CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF EACH USER'S PHONE OR SOFTPHONE (“EQUIPMENT”) WITH COMPANY AFTER ORDERING THE SERVICES AND UPON ADDING A USER/USERS TO AN EXISTING COMPANY SUBSCRIPTION VIA ENTERING THE PHYSICAL LOCATION OF THE USER IN THE WEB-BASED COMPANY ORDERING PORTAL AT MYACCOUNT.SONICNET.US (ONLY FOR PHONE SERVICE PROVIDED BY COMPANY) OR WITH THE CUSTOMER’S VOIP PHONE SERVICE PROVIDER.

CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR THE USER’S EQUIPMENT WILL BE THE LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER, AND THAT COMPANY’S ONLY MECHANISM FOR

ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE THEN-CURRENT REGISTERED PHYSICAL LOCATION FOR THE USER'S EQUIPMENT. IF CUSTOMER DOES NOT ACCURATELY IDENTIFY A USER'S LOCATION UPON ORDERING THE SERVICE AND/OR DOES NOT UPDATE SUCH INFORMATION WHEN THE USER'S LOCATION CHANGES, 911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT EMERGENCY CALL TAKER. WHEN CUSTOMER NOTIFIES COMPANY OF A CHANGE IN THE REGISTERED LOCATION OF A USER, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION AVAILABLE TO ROUTE 911 CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION.

3. **WARNING LABELS.** COMPANY MAY PROVIDE CUSTOMER WITH LABELS WARNING THAT THE 911/E911 COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. IF COMPANY ELECTS TO DO SO, CUSTOMER AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CUSTOMER DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CUSTOMER SHOULD CONTACT COMPANY BY SENDING AN EMAIL TO SUPPORT@SONICNET.US OR BY CALLING 1-888-631-9666.
4. ANY FAILURE BY COMPANY TO PROVIDE WARNING LABELS SHALL NOT LIMIT CUSTOMER'S OBLIGATION TO PROVIDE CLEAR AND CONSPICUOUS NOTICE TO ALL USERS OF THE SERVICES UNDER ITS ACCOUNT OF THE 911 LIMITATIONS AND RESTRICTIONS DISCLOSED HEREIN.
5. **ADDITIONAL 911/E911 LIMITATIONS.** THE LOCAL EMERGENCY CALL TAKER RECEIVING THE 911 CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN NUMBER OR LOCATION INFORMATION. THEREFORE, THE EMERGENCY CALL TAKER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE USER MAKING THE 911 CALL WHICH MAY DELAY OR PREVENT EMERGENCY SERVICES. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN AND IN THE EVENT OF NETWORK CONGESTION THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL, WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, WIRELINE 911 SERVICES.
6. **911/E911 LIMITATION OF LIABILITY/INDEMNITY.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS ("**911/E911 INDEMNIFIED PARTIES**") WILL HAVE NO LIABILITY TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY'S INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE 911/E911 INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF SUIT) BY OR ON BEHALF OF CUSTOMER OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF 911/E911 TO FUNCTION OR FUNCTION PROPERLY OR COMPANY'S PROVISION OF 911/E911 SERVICES OR FAILURE TO PROVIDE ACCESS TO 911/E911 SERVICES.

End of Company E911 Disclosure Notice