

## Emergency Services - 911 Dialing

### **Non-Availability of Traditional 911 or E911 Dialing Service.**

At Skyetel 911 dialing service operates differently than traditional 911 service. You agree to inform any business invitees, guests, and other third persons who may be present at the physical location where you utilize the Services of the non-availability of traditional 911 or E911 dialing from your Skyetel Services and equipment. The physical location where you utilize the Service must be the actual physical street address where your calling equipment—and thus where you would expect emergency personnel to come if you called 911—not a P.O box, mail drop, or similar address.

### **Description of 911-Type Dialing Capabilities – Activation Required.**

Skyetel offers 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that differs from traditional 911 services. When you dial 911 your call is routed from the Skyetel network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. If you make changes to your 911 address using the Skyetel online user interface, your call may be routed to a different PSAP or local emergency service personnel, who may ask you to provide your location and other information.

Calls dialed by handset extensions included in your account with Skyetel will be routed from the Skyetel's network to the PSAP or local emergency service personnel designated for the address that you listed at the time of activation. In the event that your equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on your account may, at your option, create additional service locations and associate your equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign and re-assign their current location on an as-needed basis, provided, however, that your system administrator has previously activated that functionality. It is your sole responsibility to make any necessary or appropriate changes and to ensure that all business invitees, household residents, guests and other third persons who may be present at the physical location(s) where you utilize the Services are aware of this option. For any Skyetel extensions assigned to a non-US 911 location (subject to applicable local law), calls placed to 911 will be routed to a US-based call center that may not be able to offer local emergency assistance to the caller.

### **Service Outage.**

You acknowledge and agree that (a) 911 dialing does not function in the event of a power failure or disruption. If an interruption in the power supply occurs, the Services and 911 dialing will not function until power is restored and you may have to reset or reconfigure equipment prior to utilizing the Services or 911 dialing; (b) service outages or suspension or termination of service by your broadband provider and/or ISP will prevent all Services, including 911 dialing, from functioning; (c) service outages due to suspension of your account as a result of billing issues will prevent all Services, including 911

dialing, from functioning; (d) if there is a service outage for any reason, such outage will prevent all Service, including 911 dialing; and (e) Skyetel's liability is limited for any Services outage and/or inability to dial 911 from your line or to access emergency service personnel.

**Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.**

You acknowledge and agree that (a) network congestion and/or reduced speed in the routing of a 911 communication made utilizing your equipment may be greater than that experienced when using traditional 911 dialing over traditional public telephone networks; (b) 911 dialing from your equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing; and (c) the general telephone number for the local emergency service provider may produce a busy signal or may take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

**Automated Number Identification.**

Technical limitations may make it impossible for the PSAP and the local emergency personnel to identify your phone number when you dial 911. The local emergency operators answering the call may not see your telephone number or your registered address. The emergency center may not be equipped to receive, capture or retain your telephone number and registered address, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. Skyetel's system is configured to send the automated number identification information; however, one or more telephone companies that route the traffic to the PSAP, and the PSAP itself, may not be able to receive the information and pass it along. You acknowledge and agree that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if (a) the call is unable to be completed; (b) the call is dropped or disconnected; (c) you are unable to speak to tell the dispatcher the location of your phone number and/or (d) the Service is not operational for any reason.

**Limitation of Liability and Indemnification Related to 911 Services.**

Skyetel relies on third parties for the forwarding of information underlying such routing. Skyetel and its third party provider(s) disclaim any and all liability in the event such forwarded information or routing is incorrect. Skyetel and its officers, directors or employees may not be held liable for any claim, damage, loss or other cause of action, and you hereby waive any and all claims, damages, loss or causes of action, arising from or relating to Skyetel's 911 dialing. You further agree to defend, indemnify and hold harmless Skyetel, its officers, directors, employees, affiliates, agents and its third party provider(s) from any and all third party claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or resulting from (a) your failure to correctly

activate 911 calling; (b) your provision to Skyetel of incorrect information in connection with your 911 calling or service; (c) misrouted 911 or E911 calls; or (d) the absence, failure or outage of the Services, including 911 dialing and/or inability of any user of your Service to be able to dial 911 or to access emergency service personnel.