

FiberCast Phone Service DISCLAIMER of Emergency 911 Services

The E-911 Service provided by FiberCast Corporation and/or its affiliates ("FiberCast") is a Voice-over Internet Protocol ("VoIP") based service. This Disclaimer is provided to inform you of the circumstances under which E-911 service may not be available through VoIP service or may be in some way limited by comparison to traditional E-911 service. It is important that you read and understand this Disclaimer and inform all occupants, employees, and guests of these important limitations.

CUSTOMERS OF FiberCast ACKNOWLEDGE THAT THE E-911 SERVICE PROVIDED BY FiberCast DOES NOT SUPPORT TRADITIONAL 911 ACCESS TO EMERGENCY SERVICES AND IS SUBJECT TO THE LIMITATIONS EXPLAINED IN THIS DISCLAIMER. TO AVOID THESE LIMITATIONS, FiberCast ADVISES CUSTOMER TO MAINTAIN OR ACQUIRE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES. CUSTOMER AGREES TO ADVISE ALL EMPLOYEES, VISITORS AND OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE CUSTOMER UTILIZES THE SERVICE OF EACH OF THE LIMITATIONS OF FiberCast's E-911 SERVICE AND OF AN ALTERNATIVE MEANS OF 911 DIALING.

CERTAIN LOCATIONS NOT SUPPORTED: FiberCast's E-911 emergency dialing feature is only available in the United States mainland (i.e., excluding Alaska, Hawaii, Puerto Rico, and Guam). **REGISTRATION OF PHYSICAL LOCATION REQUIRED:** Customer must provide FiberCast with the address of the physical location where the Service will be used. When Customer moves the Equipment (Equipment refers to the FiberCast VoIP Adapter or any on premise equipment including soft phones), Customer must register the address of the new physical location with an FiberCast customer service representative. All E-911 calls are directed to emergency responders based upon the address registered with FiberCast. If the Equipment is moved and the new physical location is not registered, emergency responders will be dispatched to the previous physical address.

E-911 SERVICE LIMITATIONS: FiberCast E-911 Service will not function properly if Customer (i) uses a telephone number not native to the geographic area of the Customer's physical location; (ii) attempts a 911 call from a location different from the Customer's physical address registered by Customer to FiberCast; (iii) loses or experiences a disruption of electrical power; (iv) loses or experiences a disruption to Customer's fiber or internet connectivity; (v) loses service as a result of cancellation or suspension for any reason, including without limitation for failure to pay FiberCast for services provided or other default; (vi) provides FiberCast with an incorrect or invalid Customer address or where such information is not updated with FiberCast in the event of a change in physical location; or (vii) uses equipment that fails to properly function or is improperly (or is not) installed or configured. E911 Services will not function until correct and valid address information has been provided to FiberCast and entered into the appropriate database(s), which may take up to 30 days from the date on which Customer registers a new address with FiberCast.

LIMITATION OF LIABILITY AND INDEMNIFICATION: FiberCast does not control how E-911 calls are answered or handled by any local emergency response center. FiberCast disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. FiberCast relies entirely upon third parties to route E-911 calls to local and national emergency response centers. FiberCast disclaims any and all liability or responsibility in the event such third party data used to route the call is incorrect or produces an erroneous result. Neither FiberCast nor its officers, directors, employees, or affiliates may be held liable for any claim, damage or loss, and Customer hereby waive any and all such claims or causes of action arising from or related to the E-911 Services, unless such claims arose from FiberCast's gross negligence, recklessness or willful misconduct. Customer, on its own behalf and on behalf of any third party, hereby agrees to defend, indemnify and hold harmless FiberCast, its officers, directors, employees, affiliates and agents from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including attorneys' fees) relating to the absence, failure or outage of FiberCast's E-911 Service, including without limitation the emergency dialing service or access to emergency service personnel.

CUSTOMER ACKNOWLEDGEMENT: The Federal Communications Commission requires that FiberCast obtain affirmative acknowledgment that its VoIP subscribers have read and understand this Disclaimer. You acknowledge, by signing FiberCast Service Order & Agreement, that you have read this Disclaimer and understand the limitations associated with FiberCast's E-911 services described above. In the event that you are not completely comfortable with these limitations of FiberCast's E-911 Service, you should immediately take action to acquire an alternative means to access 911 services.