



VoIP E-911 Disclaimer

This Disclaimer is pertinent to customers who have Voice-over Internet Protocol (“VoIP”) based service and is meant to inform you of circumstances under which E-911 service may not be available through VoIP or may be limited as compared to traditional E-911 service. It is important you read and understand this Disclaimer and share this information with anyone who may be interested.

Customers of Sacred Wind and its family of companies acknowledge the VOIP E-911 service does not support traditional 911 access to emergency services and is subject to the limitations explained below. To avoid these limitations, we advise customers to maintain or acquire an alternative means of accessing 911 services. Customer agrees to advise all employees, visitors, family and other persons who may be present at the physical location where customer utilizes the service of each of the limitations of VOIP E-911 service and of an alternative means of 911 dialing.

CERTAIN LOCATIONS NOT SUPPORTED: E-911 emergency dialing feature is only available in the United States mainland (excludes Alaska, Hawaii, Puerto Rico, & Guam).

REGISTRATION OF PHYSICAL LOCATION REQUIRED: Customer must provide Sacred Wind with the address of the physical location where the service will be used. When Customer moves the equipment (equipment refers to the Sacred Wind VoIP adapter or any on-premise equipment including soft phones), Customer must register the address of the new physical location with a Sacred Wind customer service representative. All E-911 calls are directed to emergency responders based upon the address registered with Sacred Wind. 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 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 Sacred Wind; (iii) loses or experiences a disruption of electrical power; (iv) loses or experiences a disruption to Customer’s internet connectivity; (v) loses service as a result of cancelation or suspension for any reason, including without limitation for failure to pay Sacred Wind for services provided or other default; (vi) provides Sacred Wind with an incorrect or invalid Customer address or where such information is not updated with Sacred Wind 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. E-911 Services will not function until correct and valid address information has been provided to Sacred Wind 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 Sacred Wind.

LIMITATION OF LIABILITY AND INDEMNIFICATION: Sacred Wind does not control how E-911 calls are answered or handled by local emergency response center and disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. The Company relies

