



E911 Disclosure Notice and Acknowledgement

This E911 Disclosure Notice and Acknowledgement ("E911 Acknowledgement") is agreed, acknowledged and accepted by LogicomUSA and its end user customer ("Customer") in connection with Customer's purchase and use of LogicomUSA Service. All LogicomUSA Service is governed by the LogicomUSA Terms of Service, which can be found at logicomusa.net/legal ("Terms of Service"). Any capitalized terms not otherwise defined in this E911 Acknowledgement shall have the meanings ascribed to such terms in the Terms of Service. In the event of any conflict between this E911 Acknowledgement and the terms of Service, this E911 Acknowledgement shall control.

1. Emergency Services -911 Calling

- A. Non-Availability of Traditional 911 or E911 Calling Service: LogicomUSA E911 Service is a mandatory component of all LogicomUSA Voice over Internet Protocol ("VoIP") service ("Service"). LogicomUSA E911 Service enables Customers to communicate with emergency services by dialing 911. However, LogicomUSA 911 Service is different in important ways from traditional landline 911 and cellular/wireless 911. The differences are detailed in this E911 Acknowledgement and 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.
- B. Description of Emergency Dialing Capabilities: When Customer dials 911, the 911 call is routed from LogicomUSA's network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the physical address Customer provided to LogicomUSA at the time of activation of Service (as 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 will not receive the Customer's telephone number and address.

2. Registered Location

- A. Registered Location Required: All Customers are required to register the physical location of their Service when placing a Sales Order with LogicomUSA. 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 LogicomUSA will be based upon the physical location information provided by the Customer.
- B. Use of Service Outside The United States. Customer acknowledges that any caller using the Service from any location outside the United States will be unable to use or access E911 Service or place any E911 emergency calls.

C. Failure to Designate and Identify the Correct Physical Address: Customer's failure to provide and keep current Customer's correct physical location(s) 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 LogicomUSA by Customer) being routed to the incorrect local emergency service provider. Customer's physical location(s) may NOT be a post office box, mail drop or similar address. Neither LogicomUSA nor Customer shall assume under any circumstances that Customer's physical office location for E911 calling purposes is the same as Customer's billing address for receipt of invoices.

3. Service Outage

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

B. Service Suspension or Termination by LogicomUSA: A Service outage or suspension (including, without limitation, suspension of Service due to billing issues or delinquent or unpaid invoices) or termination of Service by LogicomUSA will prevent ALL Service, including the ability to make emergency 911 calls.

C. Other Service Outages: If there is a Service outage for ANY reason, such outage will prevent ALL Service, including the ability to make emergency 911 calls. Such outage may occur for a variety of reasons, including, without limitation, the reasons described elsewhere in this E911 Acknowledgement or the Terms of Service.

4. Automated Number Identification:

Due to limitations at PSAPs, it may not be possible for the PSAP and the local emergency personnel to identify Customer's telephone number when Customer dials 911 via LogicomUSA E911 Service. PSAP and emergency personnel may be unable to identify Customer's telephone number in order to call Customer back in the event that an emergency call is unable to be completed, is dropped or disconnected, or if a caller is unable to speak to provide the telephone number from which the caller is calling, and/or if the Service is not operational for any reason including, without limitation, the reasons and situations listed elsewhere in this E911 Acknowledgement and the Terms of Service.

5. Automated Location Identification:

Due to limitations at PSAPs, it may not be possible to transmit identification of the Customer physical location address to the PSAP and local emergency personnel for Customer's area when Customer or any caller at Customer's Premises dials 911. A caller must state the nature of the emergency promptly and clearly, including the caller's

specific physical location, as PSAP and emergency personnel may NOT have this information. PSAP and emergency personnel may not be able to find a caller's location if the call is unable to be completed, is dropped, or disconnected, or if the caller is unable to speak to provide the location from which the caller is calling and/or if the Service is not operational for any reason including, without limitation, those reasons and situations listed elsewhere in this E911 Acknowledgement and the Terms of Service.

6. Limitation of Liability and Indemnification:

CUSTOMER ACKNOWLEDGES AND AGREES THAT LOGICOMUSA 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 LOGICOMUSA, 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 LOGICOMUSA'S SERVICE TO BE ABLE TO CALL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL. IN NO EVENT SHALL LOGICOMUSA 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 LOGICOMUSA'S SERVICE) USE OF OR INABILITY TO USE E911 SERVICES.