

Hawaiian Telcom
911 Limitations Disclosure Form

This Acknowledgement applies to and is made a part of any agreement ("Agreement") pursuant to which Hawaiian Telcom provides voice over internet protocol (VoIP) service for Customer. Capitalized terms not defined herein will have the meaning ascribed in the applicable Agreement. In the event of a conflict between this Acknowledgement and the Agreement's Product Terms and Conditions, Section 13, titled "Emergency Calling (911 and E911)", this Acknowledgement will control.

Customer must provide affirmative acknowledgement by signing this document that you have read and understand the limitations identified below associated with accessing emergency services by dialing 9-1-1 with your VoIP Service. Please **IMMEDIATELY** review the following information, **SIGN** this Acknowledgement. Please inform your guests and other third parties that may use the VoIP service of these limitations. You maintain an alternative means of calling emergency services.

A. 9-1-1 / E9-1-1 Service Definitions

1. "9-1-1 service" means functionality that allows you to contact emergency services, including, without limitation, police, fire and hospital medical services. There are two different types of 9-1-1 services available from providers of traditional wireline telephony services: basic and enhanced 9-1-1.
2. "Customer" means the entity with which Hawaiian Telcom contracts for equipment, products and/or services.
3. "Enhanced 9-1-1 or E9-1-1" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("PSAP"), serving the Subscriber's registered or user-provided address and to deliver the Subscriber's telephone number and registered address information automatically to the emergency operator answering the call.
4. "Hawaiian Telcom" means any entity owned, controlled or affiliated with Hawaiian Telcom Communications, Inc.
5. "Registered Location" means the location you identify as associated with the Service at the time of signup and as you may update from time-to-time.
6. "Service" means the services provided by Hawaiian Telcom to Customer pursuant to the applicable Agreement and includes 9-1-1 Service.

B. 9-1-1 Service Limitations.

Service supports E9-1-1 Services, where the PSAP is E9-1-1-capable, and utilizing the wireline E9-1-1 network to complete calls to an emergency service dispatcher. **9-1-1 service is not guaranteed at all locations.** It may be the case that 9-1-1/E9-1-1 service is not available at your location. **IT IS YOUR RESPONSIBILITY TO CONFIRM AVAILABILITY AT YOUR LOCATION.** In addition, there are important differences in the way 9-1-1 service operates with a VoIP phone when compared with traditional telephone service.

1. *Understand differences between traditional 9-1-1 service and Service E9-1-1.* With traditional phone services, a 9-1-1 call is sent directly to the nearest emergency response center. With the Service, the 9-1-1 call may be forwarded to a national 9-1-1 emergency center that automatically or manually routes the call to the local emergency response center, which may result in delay completion of the 911 call as well as the dispatch of first responders to your location.
2. *Verify your location since Service phones can be moved between locations.* For technical reasons, the emergency operator may not have automatic access to the correct name, location or contact information associated with the Service, so immediately inform the emergency operator of your location and also provide your callback number any time you call 9-1-1. Do not risk sending police or ambulance services to the wrong location.
3. *Be prepared during any service interruption or power outage.* Service depends not only on continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or internet outages (including congestion), or if your Service

is disconnected or suspended due to non-payment, you may experience a failure, disruption, or delay in your 9-1-1 service. Hawaiian Telcom makes no warranty against such occurrences. We recommend that you keep an alternative phone service (such as a cellular telephone) handy to increase the reliability of your access to emergency services during any service interruption. Please note that some forms of wireless service do not support automatic location identification or have other E911 calling limitations.

4. *Do not disconnect.* Until you are told to do so by an emergency dispatcher, do not disconnect a 9-1-1 call. If inadvertently disconnected, call back immediately.
5. *Keep the Registered Location up to date.* Please ensure that you update your Registered Location every time you move a device associated with the Service to a new location. If you do not update your Registered Location, the emergency operator may assume that you are calling from a location that is incorrect.
 - a) **IMPORTANT** - Before members of Customer's organization uses Service(s) from a new location, they **MUST** update the Registered location i. This updated location information must be provided for each telephone number that you use or will use for the in connection with the Services. Hawaiian Telcom will inform you of how to update your Registered Location, which may include submitting a written form or inputting information into a location manager portal.
 - b) Customer understands and agrees that there may be a delay of up to ten (10) days in processing an updated Registered Location where emergency calls placed by dialing 9-1-1 are properly routed and to allow for emergency operators to have access to your updated Registered Location.
 - c) Customer will indemnify and defend Hawaiian Telcom for its failure to provide updated dispatchable location as described herein.
6. *Verify 9-1-1/E9-1-1 service availability at your location.* Our Service will require a connectivity medium other than Internet. If you change locations (for example, using a device that is mobile such as a laptop with a softphone), 9-1-1/E9-1-1 service may not be available at the new location.
IT IS YOUR RESPONSIBILITY TO CONFIRM 9-1-1 / E9-1-1 AVAILABILITY AT YOUR LOCATION.
7. *Inform other users.* Customer agrees to be fully responsible at all times during the term of the Agreement for notifying all members your organization and other potential users of the Service of the limitations and possible interruptions of 9-1-1 emergency calls through stickers, warning labels or other conspicuous means, provided that the notification is prominently displayed or highlighted in a manner that makes it likely to be seen by the user. The labels are available to you for download at: hawaiiantel.com/voicesupport and must be affixed to each phone or placed near each phone. Customer understands that 9-1-1 service may be interrupted or unavailable in the following circumstances, among others, and agrees to release and waive the right to bring a claim against Hawaiian Telcom for any Service interruption or unavailability:
 - If there is an electric or power outage;
 - In certain geographic areas where Hawaiian Telcom has limited access (or no access at all) to the PSAP's facilities;
 - If the Customer's broadband connection, equipment or Service is disconnected, suspended, or interrupted;
 - If Customer modifies or relocates equipment to a location other than the Registered Location;
 - If there are delays or disruptions of Service in the network or in Hawaiian Telcom's underlying 911 network;
 - If there are network congestion, disruptions, or other problems with Hawaiian Telcom's network or that associated with third parties on which Hawaiian Telecom relies; and/or
 - If Service is interrupted or terminated for any reason, including without limitation suspension or termination of Customer's account for non-payment of invoices.

C. Acknowledgment

By signing this form, Customer affirmatively acknowledges that: (1) this notification has been read and understood; (2) Customer has informed all users of the limitations of accessing emergency operators by dialing 911 through the Service as compared to traditional telephone 9-1-1 service; and (3) Customer will inform all guests and other third parties of the limitations identified above.

"CUSTOMER"

"HAWAIIAN TELCOM"

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____