

Hawaiian Telcom 911 MLTS Addendum

This Addendum amends and applies to and is made a part of any agreement ("Agreement") pursuant to which Hawaiian Telcom will install or has installed service consisting of a multi-line telephone system ("MLTS"), as this term is used in 47 U.S. Code §623(b) and 84 FR 66716 (collectively, "Kari's Law and the RAY BAUMS Act"), for Customer. Capitalized terms not defined herein will have the meaning ascribed in the applicable Agreement.

The Agreement between Hawaiian Telcom and Customer is amended to include the provisions of this Addendum included herein. In the event that there is a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

A. Action Required Now

Please **IMMEDIATELY** review the following information, **SIGN** this Addendum, and **PROVIDE** the required dispatchable location and secondary notification information. Customer's Service will not be activated until we receive your signed acknowledgement and completed information.

B. 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. "Basic 9-1-1 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Subscriber's registered or user-provided address. With basic 9-1-1, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.
3. "Customer" means the entity with which Hawaiian Telcom contracts for equipment, products and/or services.
4. "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.
5. "Hawaiian Telcom" means any entity owned, controlled or affiliated with Hawaiian Telcom Communications, Inc.
6. "Hawaiian Telcom Affiliate" means any director, officer, employee, agent or contractor of Hawaiian Telcom.
7. "Service" means the services provided by Hawaiian Telcom to Customer pursuant to the applicable Agreement and includes 9-1-1 Service.

C. Dispatchable Location

The RAY BAUMS Act ensures that a dispatchable location is conveyed with 911 calls. In order to comply with the RAY BAUMS Act, you must provide a dispatchable location for each telephone number that you use or will use with the MLTS service. A dispatchable location includes a valid street address, plus additional information such as suite number, apartment, or similar information necessary to adequately identify the location of the calling party so that first responders have enough location information to find the calling party and must be provided prior to Hawaiian Telcom activating the Service. Customer hereby waives any penalties associated with Hawaiian Telcom's delay in providing the Service, if such delay is caused by Customer's failure to or delay in providing dispatchable location information to Hawaiian Telcom. Hawaiian Telcom may determine the method for Customer to provide a dispatchable location, which may include

submitting a written form or inputting information into a location manager portal. Customer is solely and exclusively responsible for the accuracy of information provided regarding dispatchable location and for updating such information. Customer hereby consents to the disclosure of the dispatchable location(s), telephone number(s) and other identifying information to emergency 911 authorities as Hawaiian Telcom deems necessary in its sole opinion and discretion.

D. Direct 911 Dialing and Secondary Notification

Kari's Law ensures that the MLTS is configured to permit direct 911 calls without dialing any additional digit, code, prefix or post-fix, including any trunk-access code. Kari's Law also ensures that the MLTS is configured to notify a secondary party of a 911 call. In order to comply with Kari's Law, you must provide a secondary party that will receive a notification that a 911 call is being placed, a valid callback number, and information about the caller's location. Customer is solely and exclusively responsible for the accuracy of secondary contact information and for updating such information. Customer hereby consents to the disclosure of the secondary location(s) and other identifying information to emergency 911 authorities as Hawaiian Telcom deems necessary in its sole opinion and discretion. If the secondary party for notifications that you use for Service changes, you must provide the update to Hawaiian Telcom prior to such change.

E. Exceptions to the MLTS

Customer acknowledges that Hawaiian Telcom's provision of the Service does not include "management" or "operation" of the MLTS as these terms are used in Kari's Law and the RAY BAUMS Act. Hawaiian Telcom is not liable for compliance with Kari's Law and the RAY BAUMS Act once you change, modify, move, upgrade, or combine with other equipment or services the MLTS, or portions thereof, after installation or maintenance by Hawaiian Telcom pursuant to the Agreement.

F. Limitations of Liability

Hawaiian Telcom's terms of service limit and disclaim liability related to 9-1-1 service, so please read the following carefully:

In addition to the **Limitations of Liability set forth in Hawaiian Telcom's MSA and Service Agreements** and any limitations of liability contained in applicable laws, **Hawaiian Telcom, Hawaiian Telcom Affiliates and its service providers** will not be responsible or liable for any damages, costs, claims, losses, expenses, or other relief (including, without limitation, any indirect, special, consequential, incidental, economic or punitive damages) that arise from, or are due to; (1) any omissions, interruptions, delays, errors, misrouting or defects in transmission of any 9-1-1 emergency call that is made using Hawaiian Telcom VoIP or MLTS services or any errors or defects in performance, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing these services. Hawaiian Telcom disclaims all responsibility for the conduct of Public Safety Answering Points ("PSAPs") and all other third parties involved in the transmission and processing of emergency calls and the provision of emergency response services. Hawaiian Telcom does not have any control over PSAPs and is not responsible for whether they answer 9-1-1 calls made using VoIP or MLTS services, how quickly they answer these calls, how such calls are processed, or how they handle these calls. Hawaiian Telcom relies on third parties to assist in the provision and/or routing of 9-1-1 services, and disclaims any and all liability for acts or omissions by third parties in the provision or routing of 9-1-1 services. Neither the officers nor employees of Hawaiian Telcom nor of its affiliates or service providers may be held liable for any claim, damage, or loss (including, without limitation, attorneys' fees) by, or on behalf of, Customer or any third-party user of Hawaiian Telcom's 9-1-1 dialing capability.

Hawaiian Telcom is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by Hawaiian Telcom including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other

wrongful act of Hawaiian Telcom, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

G. Indemnification

Customer agrees to defend, indemnify and hold harmless Hawaiian Telcom from any and all claims and/or liability for damages, personal injury, death, fines, penalties, costs, expenses, losses, lost profit, lost revenue, property damage, attorneys' fees, and any and all other damages of whatever kind and nature relating to or arising out of the Service; the use of or inability to use the Service; delays in the Service due to incomplete or inaccurate dispatchable location or secondary notification information; the absence, failure or outage of the Service; the inability to dial 911 or e911 to access emergency service personnel; the inability to dial security, law enforcement or fire prevention/ protection services or systems; the handling of 911 calls by any local or national emergency response center; actions or inactions of third parties to route 911 emergency calls to the proper emergency response center; the use of and/or inability to use the equipment provided pursuant to the Agreement; and/or installation of such equipment (collectively, "Claims"). To the fullest extent permitted by law, Customer waives the right (and covenants not) to bring suit for said Claims against Hawaiian Telcom, a Hawaiian Telcom Affiliate or any third parties on which Hawaiian Telcom relies to provide the Services, access to emergency services or parties responding to emergency calls.

H. Tariff

With respect to 9-1-1 services provided pursuant to the Agreement, the rights and liabilities shall be as set forth herein, the Agreement, and in Hawaiian Telcom P.U.C. Tariff No. 20, Sections 9 and 10, as amended ("Tariff"). Conflicts between the Tariff, the Agreement and this Addendum, with respect to 911 services, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Tariff; (b) the Addendum; and, (c) the Agreement. In the event of other conflicts between the terms and provisions of the Agreement and this Addendum, the terms and provisions of this Addendum shall control.

"CUSTOMER"

"HAWAIIAN TELCOM"

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____