

911 DIALING CUSTOMER NOTICE AND ACKNOWLEDGEMENT

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE INTERCONNECTED VOICE OVER INTERNET PROTOCOL (“VOIP”) SERVICE PROVIDED BY SIYEH COMMUNICATIONS D/B/A SIYCOM (“SERVICE PROVIDER”), YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF SERVICE PROVIDER’S 911 EMERGENCY DIALING SERVICE (“911 SERVICE”) AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH 911 SERVICE AND TRADITIONAL 911 OR E911 CALLS, AS EXPLAINED IN THE DISCLAIMERS FURTHER BELOW.

FCC Disclosures and Requirements: As a provider of interconnected VOIP Service, Service Provider is obligated pursuant to Federal Communications Commission (“FCC”) rules to advise every subscriber, prominently and in plain language, about the circumstances under which E911 services may not be available through the interconnected VOIP Service, or may be in some way limited by comparison to dialing 911 with traditional wireline services. In addition to making these disclosures, Service Provider is required to obtain and retain your acknowledgment that you have received and understood these disclosures, as a condition of providing the interconnected VOIP Services. **Please sign and date this 911 Dialing Customer Notice and Acknowledgement below and return to Service Provider; this Notice and Acknowledgement must be received by Service Provider prior to initiating your interconnected VOIP Service.**

VOIP 911 Limitations: When you dial 911 with traditional wireline services, your telephone number and service address are automatically sent to the local emergency answering center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. The 911 Service provided over Service Provider’s interconnected VOIP Service is different than traditional wireline 911 services. You acknowledge and understand that the VOIP Service and 911 Service require a fully functional broadband connection to the Internet, which may not be provided by Service Provider. **You may not be able to contact emergency services by dialing 911 using the VOIP Service for a number of reasons. You must inform users of the VOIP Service that they may not be able to contact emergency services by dialing 911 using the VOIP Service. Service Provider recommends that you always have an alternative means of accessing 911 emergency services.** Some of the circumstances in which you may not be able to reach emergency services by dialing 911 using the VOIP Service include, but are not limited to, the following:

Loss of Electrical Power or a Power Outage

The Internet Protocol Private Branch Exchange (“Hosted Phone Solution”) provided by Service Provider operates on standard electrical power. If commercial power is disrupted, the Hosted Phone Solution, including the VOIP handsets, will lose power causing a loss of voice and data services, including your access to emergency services. If power is interrupted and then restored, you may be required to reset or reconfigure your equipment before you are able to use the VOIP Service and thus able to contact emergency services. You acknowledge that Service Provider is not responsible for any service outage related to the loss of electrical power. You are responsible

for providing an uninterruptible backup power supply if you wish to ensure continued operation of the Hosted Phone Solution in the event of a power outage or other loss of electrical power.

Broadband Network Outage and Network Congestion on Internet or Network Architecture
Service Provider's VOIP Service requires you to have a broadband (Internet Protocol or "IP") network. Service Provider may not provide the customer with the broadband connection to the Internet. If there is a broadband network outage, your VOIP Service will not function and you will not be able to make 911 calls with this service. Network congestion or problems with the Internet infrastructure may cause 911 calls made using the VOIP Service to take longer to complete than 911 calls made using traditional telephone service, or they may be dropped, in which case you will not be connected to emergency services at all. You acknowledge that Service Provider is not responsible for any service outage related to the loss of broadband connectivity, suspension, or termination of broadband service by your broadband provider, or the blocking of ports by your broadband provider.

Failure to Register, Update, or Correct the Address of Your Service Location or Moving the VoIP Service to Another Location Without Arrangements Made Through Service Provider
You must provide Service Provider with your correct service address or 911 calls made on your VOIP Service may be directed to the wrong emergency services authority and those 911 calls may transmit the wrong address with the result that emergency service personnel may not be able to assist you, or the 911 calls may fail altogether. Service Provider's VoIP Service is not designed to be nomadic and will not function properly if moved or altered. **If you desire to move the VoIP Service to a new location, you must contact Service Provider at 406-338-3222 first to verify that Service Provider provides VOIP Service to that location, to arrange for the VoIP Service to be established at the new location if Service Provider does provide service there, and to register the new location if Service Provider does provide service there.** If you move your VoIP Service to another address from that which was registered with Service Provider, even if to an area where Service Provider provides VOIP Service, but you do not notify Service Provider about the new address and make arrangements with Service Provider to establish service at the new location, 911 calls made on your VOIP Service may be directed to the wrong emergency services authority and those 911 calls may transmit the wrong address with the result that emergency service personnel may not be able to assist you, or the 911 calls may fail altogether. If you change your phone number or if you add or port new phone numbers to your account, but you have not registered such numbers with Service Provider, 911 calls made from those numbers on your VOIP Service may be directed to the wrong emergency services authority and those 911 calls may transmit the wrong address with the result that emergency service personnel may not be able to assist you, or the 911 calls may fail altogether. **If you notice that the service address information identified in your contract or bill is inaccurate, you can make corrections by calling our customer care department at 406-338-3222. If you would like to move the location of your VoIP Service, please call our customer care department at 406-338-3222 first to verify that Service Provider provides VOIP Service to that location, to arrange for the service to be established at the new location if Service Provider does provide service there, and to register the new location if Service Provider does provide service there.** You may only register one location at a time for each primary phone line you use with the VOIP Service.

Relocating a Calling Device Outside of Service Provider's Local Service Area

If you move your Hosted Phone Solution to a location outside of the geographic area where Service Provider offers VoIP Service, you will not be able to make any calls, including 911 calls to emergency services. **Please call our customer care department at 406-338-3222 before moving your Hosted Phone Solution to a new location to verify that Service Provider offers VOIP Service at that location, including access to emergency services when calling 911; to arrange for the service to be established at the new location if Service Provider does provide service there; and to register the new location if Service Provider does provide service there.**

Disruption of Broadband Connection or Suspension of VOIP Service for Non-Payment or Other Breaches

In the event of a disruption of your broadband connection or suspension of your VOIP Service for non-payment or other breaches by you, you will not have access to 911 calling for emergency services. Once your broadband connection and/or VOIP Service has been restored, you may be required to reset or reconfigure your equipment before you will be able to use the VOIP Service to contact emergency services.

Requirement to Notify All Users: Customer is responsible for informing any household residents, guests, and other third persons who may be present at the physical location where you utilize the 911 Service of the important differences in and limitations of 911 Service as compared with traditional 911 land line or cell phone service.

911 Warning Stickers: When you subscribe to Service Provider's VOIP Service you will receive 911 warning stickers or labels from Service Provider explaining when 911 Service may not be available. It is your responsibility to place the 911 warning stickers or labels as near as possible to **each** phone that you use with the VOIP Service. If you did not receive 911 warning stickers or labels or you require additional 911 warning stickers or labels, please contact our customer care department at 406-338-3222 for more stickers or labels at no additional cost.

Disclaimer of Liability and Indemnification: You acknowledge and understand that Service Provider and its suppliers will not be liable for any VOIP Service or 911 Service outage and/or inability to dial 911 using Service Provider's VOIP Service or to access emergency service personnel due to the characteristics and limitation of Service Provider's VOIP Service as set forth in this document, including suspension or termination of your VOIP Service and any failures resulting from local or national disasters. You agree to defend, indemnify, and hold harmless Service Provider and its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnish services to you in connection with the VOIP Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the VOIP Service relating to the failure or outage of the VOIP Service, including those related to the 911 Service.

In addition, Service Provider and its suppliers do not have any control over whether, or the way, calls using the 911 Service are answered or addressed by any local emergency response center. Service Provider and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Service Provider and its suppliers rely on third parties to assist us in routing 911 Service calls to local emergency response centers

and to a national emergency calling center. Service Provider and its suppliers disclaim all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Service Provider nor any of its suppliers, nor its officers, directors, employees, affiliates, and agents and any other service provider who furnish services to you in connection with the VOIP Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 Service unless such claims or causes of action arose from Service Provider and its suppliers' gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Service Provider and its suppliers, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the VOIP Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the VOIP Service, including the 911 Service, incorrectly routed 911 Service calls, and/or the inability of any user of the VOIP Service to be able to use 911 Service or access emergency service personnel.

If you have any questions or concerns about the information included here for 911 dialing with the VOIP Service, or if you do not understand anything discussed here about 911 dialing with the VOIP Service, please contact our customer service representatives at our customer care department at 406-338-3222.

Customer Signature: _____ Date: _____

Printed Customer Name: _____