



Emergency 911 (E911) Policy

Please read this policy carefully. The policy contains important requirements regarding your use of Dragonfly Internet's phone service. Dragonfly Internet does not provide traditional 911 services. You must maintain an alternate means of requesting emergency services.

Dragonfly Internet's basic 911 or E911 service is different from traditional 911 landline service. Therefore:

You must register your location. For each phone line that you utilize with Dragonfly Internet's VoIP service, you must register the physical location ("Registered Location") of your equipment (e.g., SIP phone, phone adapter, etc.) with Dragonfly Internet by calling customer service. You must remember to update the registered location whenever the physical location changes. Dragonfly Internet's only mechanism for routing 911 calls to the correct emergency call taker is the registered location for the account. Any enhanced location information passed to an emergency operator by Dragonfly Internet will be based upon the registered location provided to Dragonfly Internet by you. For purposes of 911 dialing, you may only register one registered location at a time for each phone line.

You acknowledge and understand that your failure to provide the current and correct physical address and location of your equipment as the service address may result in any emergency calls you make being routed to the incorrect local emergency service provider. You agree to provide Dragonfly Internet the physical address where you will use your service. When you dial 911 with Dragonfly Internet, your call will be routed to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the service address you have registered with Dragonfly Internet. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls, and it is possible that the lines at the PSAP will be occupied and that you will get a busy signal. You authorize Dragonfly Internet to disclose your name and address to third parties involved with providing 911 emergency services, including but not limited to, call routers, call centers, and local emergency centers.

E911 service not available when:

A. You acknowledge and understand that calls made using the limited emergency response service of Dragonfly Internet may be subject to network congestion and/or reduced routing speed, and the call may fail.

B. You relocate the equipment that you use to access Dragonfly Internet's VoIP service. You must update your registered location. If you do not update your registered location, any 911 call

you make using Dragonfly Internet's VoIP service will be routed based on your previously provided registered location and therefore may not be routed to the appropriate PSAP for your current location. Once you notify Dragonfly Internet of a change in your registered location, there may be a delay in making the new registered location available to properly route 911 calls and to advise emergency personnel of your registered location.

C. Your Dragonfly Internet VoIP 911 service will not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added, or newly ported phone number and receive confirmation from Dragonfly Internet.

D. You will not have access to Dragonfly Internet's VoIP service during an interruption of your broadband or high-speed Internet access service and therefore will not have access to 911 service during that interruption. Additionally, since the service is dependent on the broadband connection, the availability of an adequate power supply and correct equipment configuration, Dragonfly Internet does not guarantee that the service will be continuous or error-free. Dragonfly Internet will not offer credits for service failures due to power outages or disruptions in your broadband connection.

E. Dragonfly Internet's VoIP service will not function if the equipment on your premises or any equipment including software, network, etc. in our locations fails for any reason. Failures include, but are not limited to, hardware or software failures or misconfiguration either by Dragonfly Internet, the customer, and/or any of our vendors. Dragonfly Internet does not and cannot guarantee that the service will be continuous or error-free. You acknowledge and understand that a failure of equipment can occur and it is your sole responsibility to retain alternative means of communication.

F. Dragonfly Internet's VoIP service will not function in the absence of electrical power and you will not have phone service or 911 service during any power outage.

G. Dragonfly Internet's VoIP services are not set up to function with outdialing systems including home security systems and medical monitoring equipment.

H. Your 911 service will not work if you move your Dragonfly Internet VoIP service equipment outside of the United States. Check the emergency calling procedures for the country where you are located to determine the correct emergency calling procedures.

I. 911 service will not be available if your service has been cancelled or terminated by you or by Dragonfly Internet. You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this policy, will prevent all service, including the limited emergency response service.

J. You acknowledge and understand that if you are utilizing a free version of Dragonfly Internet software that does not contain any voice usage features or functionalities, you will be unable to make any calls, including using the 911 service. If you are using a free version of Dragonfly

Internet software that does include voice usage and you have exhausted the voice calling minutes included with your free version or your phone number has been removed from your account for non-use, you acknowledge and understand that you will also be unable to make any calls, including using the 911 service.

K. The local emergency service operator receiving Dragonfly Internet VoIP service's E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the Dragonfly Internet VoIP service E911 call. Due to technical factors in network design, and in the event of network congestion on the Dragonfly Internet network, there is a possibility that a Dragonfly Internet 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional telephone networks. In addition, a local or national disaster and subsequent spike in the number of calls may result in long connection times, busy signals, or failures to connect.

L. You must inform all potential users who may be present at the physical location where you utilize Dragonfly Internet's VoIP service of the important differences in and limitations of Dragonfly Internet's VoIP 911 dialing as compared with basic 911 or E911 provided by traditional landline telephone service.

M. You should place warning labels regarding the limitations or unavailability of 911 emergency dialing on each telephone and on any other device which will be used with your Dragonfly Internet VoIP service.

N. You understand that if you are not comfortable with the limitations of Dragonfly Internet's 911 service, you should always have an alternative means of accessing emergency service. You acknowledge and accept that it is your sole responsibility to purchase, from a third party separately from Dragonfly Internet, traditional wireless or landline telephone service as a backup means of completing emergency calls. If the service is used in a home office environment, it is not intended to be used for personal, residential, nonbusiness, or nonprofessional commercial use. A home office user must provide alternative arrangements for residential emergency calls.

You hereby acknowledge and agree:

1. Dragonfly Internet does not support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by Dragonfly Internet differs from traditional emergency response services. You agree to inform any potential users and other third persons who may be present at the physical location where the service is utilized (whether home or office) as to the important limitations on emergency response service.
2. The emergency response service will not receive automated number and location identification. You acknowledge and understand that when you call 911 using the service, the local emergency personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and

location. You acknowledge and understand that the individual answering the call may not be able to call you back or find your location if the call is unable to be completed, is dropped, or disconnected, or if you are unable to tell them your phone number and physical location and/or if the service is not operational for any reason, as stated herein.

3. Emergency calls from a location other than your service address may not be directed correctly to a local emergency service provider. You acknowledge and understand that if you use your equipment and the service to call 911 from a location other than the service address that you have registered with Dragonfly Internet (e.g., if you move or use the service while you are traveling), unless you have completed registration of such location as described herein, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed may not be able to transfer the call to a local emergency service provider in the area from which you are calling.
4. **Disclaimer of liability and indemnification:** You acknowledge and understand that Dragonfly Internet will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using Dragonfly Internet or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth above. You agree to defend, indemnify, and hold harmless Dragonfly Internet, its officers, directors, employees, affiliates, and agents who furnish services to you in connection with Dragonfly Internet's 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 or user of the service relating to the failure or outage of the service, including those related to 911 dialing. In addition, Dragonfly Internet does not have any control over whether, or the manner in which, calls using Dragonfly Internet's 911 service are answered or addressed by any local emergency response center. Dragonfly Internet disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. Dragonfly Internet relies on third parties to assist us in routing 911 service calls to local emergency response centers and to a national emergency calling center. Dragonfly Internet disclaims any and all liability or responsibility in the event such third-party data used to route calls is incorrect or yields an erroneous result. Neither Dragonfly Internet nor its officers, directors, employees, affiliates, and agents, and any other service provider who furnishes services to you in connection with Dragonfly Internet's 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 Dragonfly Internet 911 service unless such claims or causes of action arose from Dragonfly Internet's gross negligence, recklessness, or willful misconduct.

You shall defend, indemnify, and hold harmless Dragonfly Internet, its officers, directors, employees, affiliates, and agents, and any other service provider who furnishes services to you in connection with Dragonfly Internet's 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 service, including 911 service, incorrectly routed 911 service calls, and/or the inability of any user of the service to be able to use 911 service or access emergency service personnel. These provisions

supplement and do not limit the indemnification and limitation of liability provisions contained in Dragonfly Internet's Customer Service Agreement and Terms and Conditions.

5. By using Dragonfly Internet services, you affirm that you have received and understood this policy and the advisories herein regarding the limitations of Dragonfly Internet's 911 service. You understand the distinctions between such service and traditional 911 or E911 calls and further acknowledge and accept that Dragonfly Internet's VoIP service may not support or provide emergency service at all times.