

Salish Networks – E911 Services

1.0 911 & service limitations. The federal communications commission ("FCC") and Canadian Radio-Television and Telecommunications Commission ("CRTC") require that Salish provide E911 service ("E911 service") to all customers who use the services within the United States and Canada. Sections 1.1 to 1.6 apply to all customers who use the services within the United States. Section 1.7 applies to all customers.

1.1. 911 acknowledgement. Customer acknowledges that Salish's equipment and services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this section 1 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. Salish will provide customer with advisory notices regarding 911 emergency dialing and request acknowledgments from customer. Customer agrees to respond and affirmatively acknowledge that Salish has advised customer of the circumstances under which Salish E911 service may not be available or may be limited in comparison to traditional 911 emergency dialing. Salish advises customer to maintain an alternative means of accessing traditional 911 services.

1.2. Electrical power. Customer acknowledges that the services will not function in the absence of electrical power.

1.3. Internet access. Customer acknowledges that the services will not function if there is an interruption or significant degradation of customer's broadband or high-speed internet access service.

1.4. Non-voice systems. Customer acknowledges that the services are not set up to function with text messages or out dialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. Salish will not be liable for interruption or disruption of such systems by the services.

1.5. E911 service. Salish E911 service is a mandatory component of all inbound/outbound traditional fax and voice service plans. E911 service is not offered on virtual numbers, toll-free numbers or similar service accessories or add-on service plans. E911 service is only available in selected areas. If customer subscribes to Salish E911 service, customer will be required to register the physical location of customer's equipment (phone, softphone, digital telephone adapter ("DTA"), analog telephone adapter ("ATA"), or videophone) with Salish, either on the Salishnetworks.com website or by calling Salish customer service. Customer agrees to contact Salish customer service to update the relevant location information whenever the physical location of service or equipment changes. If customer subscribes to Salish mobile applications, customer acknowledges the physical location registered for customer's equipment (phone, softphone, ATA, DTA or videophone) will be the physical location registered for the mobile application associated to the equipment. Customer acknowledges that Salish's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by Salish will be based upon the physical location provided to Salish by customer. In the event that the physical location has not been updated or is not complete, Salish may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with customer's account or initial order.

1.6. E911 characteristics. Customer acknowledges that Salish E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 services. These characteristics may make Salish E911 services unsuitable for some customers. Customer should carefully evaluate customer's own circumstances when deciding whether to rely solely upon Salish E911 service. Customer acknowledges that it is customer's responsibility to determine the technology or combination of technologies best suited to meet customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls). In addition to the limitations set forth in sections 1.1 to 1.6 of this agreement, the following characteristics distinguish Salish E911 service from traditional, legacy, circuit-switched 911 service:

- Salish E911 service will not function if customer's equipment (DTA, ATA, phone or videophone) fails or is not configured correctly or if customer's Salish service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, customer may be required to reset or reconfigure the equipment before being able to use the Salish service, including for E911 purposes.
- After initial activation of the E911 service, and following any change of and update to customer's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into Salish's nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within this schedule.
- The local emergency service operator receiving Salish 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 Salish E911 call. Due to technical factors in network design, and in the event of network congestion on the Salish network, there is a possibility that a Salish 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, legacy, circuit-switched telephone networks.
- If customer does not correctly identify the actual location of the Salish equipment at the time of activation of the service or when updating that information with Salish customer service, E911 communications may not be directed to the correct local emergency operator.

1.7. E911 limitation of liability and indemnity. Customer acknowledges and agrees that Salish will have no liability whatsoever in the event that customer or any other caller from customer's equipment is unable to place, or complete, a call to 911 or E911 services, or in the event that emergency responders do not respond, or do not respond to the location at which the equipment, customer, or caller is physically present or require such services. Under no circumstances whatsoever will Salish have any liability associated with 911 or E911 services, including, and without limitation, in the event of: a) loss of electrical power; b) loss of internet connectivity; c) defective or misconfigured customer premises equipment; d) network congestion; e) delays associated with updating registered service location; f) restrictions created by non-voice equipment; g) relocated equipment, including outside of the United States or Canada; h) the simultaneous use of one line with multiple pieces of equipment; i) failure of emergency response centers to answer a 911 call; j) failures of any third parties that are responsible for routing 911 calls; k) the use of non-native telephone numbers; or l) any force majeure event. Customer agrees to defend, indemnify, and hold harmless Salish, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to customer in connection with the services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, customer or any third party or user of the service relating to the failure or outage of the service related to 911 dialing. Customer acknowledges and agrees that the limitation of Salish's liability is a material term to this agreement, and that it would not otherwise enter into this agreement without this limitation, and that customer agrees that these limitations are reasonable.