



EMERGENCY SERVICES- 911 DIALING & NON-VOICE SYSTEMS

1.1 Non-Availability of Traditional 911 or E911 Dialing Service End User acknowledges and understands that the Service does not support traditional 911 or E911 access to emergency services. Tranche II, LLC dba Square Clover ("Square Clover") does offer a limited 911-type and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. End User agrees to inform any guests and other third persons who may be present at the physical location where End User utilize the Service of the non-availability of traditional 911 or E911 dialing from End Users Square Clover Service and Equipment.

1.2 Description of 911-Type Dialing Capabilities - Activation Required When End User dial 911, End Users call is routed from the Square Clover network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that End User listed at the time of activation. End User acknowledge and understand that when End User dial 911 from End Users Equipment it is intended that End User will be routed to the general telephone number for the PSAP or local emergency service provider. End User acknowledge and understand that End Users 911 call may not be routed to a PSAP but instead may be routed to a central call center where End User will have to provide End Users location. Square Clover relies on third parties for the forwarding of information underlying such routing, and accordingly Square Clover and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is not the same as traditional 911 or E911 dialing. Neither Square Clover nor its officers or employees may be held liable for any claim, damage, or loss, and End User hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing. End User agree to indemnify and hold harmless Square Clover and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to End Users failure to follow correct activation procedures for 911 calling or End Users provision to Square Clover of incorrect information in connection therewith.

1.3 Service Outage

1.3.1 Power Failure or Disruption End User acknowledges and understands that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require End User to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

1.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by Square Clover End User acknowledge and understand that service outages or suspension or termination of service by End Users broadband provider and/or ISP or by Square Clover will prevent ALL Service including 911 dialing.

1.3.4 Other Service Outages End User acknowledges and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

1.3.5 Limitation of Liability and Indemnification End User acknowledge and understand that Square Clover's liability is limited for any Service outage and/or inability to dial 911 from End Users line or to access emergency service personnel, as set forth in this document. End User agrees to defend, indemnify, and hold harmless Square Clover, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to End User in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, End User or any third party or user of End Users Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of End User or any third person or party or user of End Users Service to be able to dial 911 or to access emergency service personnel.

1.4 Failure to Designate the Correct Physical Address When Activating 911 Dialing Failure to provide the current and correct physical address and location of End Users Equipment will result in any 911 communications End User may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where End User are located, not a post office box, mail drop or similar address.

1.5 Requires Notification if End User Change End Users Number or Add or Port New Numbers End User acknowledge and understand that 911 dialing does not function if End User changes End Users phone number or (for such newly added or ported numbers) if End User add or port new numbers to End Users account, unless and until End User have successfully notified Square Clover of the correct address for End Users changed, newly added or newly ported number.

1.6 Requires Notification if End User Move or Change Location End User acknowledge and understand that 911 dialing does not function properly or at all if End User move or otherwise change the physical location of End Users Equipment to a different street address, unless and until End User have successfully notified Square Clover of such change in location and the correct address. Failure to provide the current and correct physical address and location of End Users Equipment will result in any 911 dialing End User may make being routed to the incorrect local emergency service provider.

1.7 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911 Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for Square Clover Service at this time, End User acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing End Users Equipment as compared to traditional 911 dialing over traditional public telephone networks. End User acknowledge and understand that 911 dialing from End Users Equipment will be routed to the general telephone number for the local emergency service provider. End User acknowledge and accept that Square Clover relies on third parties for the forwarding of information underlying such routing, and accordingly Square Clover and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. Square Clover or its officers or employees, may not be held liable for any claim, damage, or loss, and End User hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Square Clover.

1.8 Automated Number Identification At this time in the technical development of Square Clover 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify End Users phone number when End User dial 911. Square Clover's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not Square Clover, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. End User acknowledge and understand that PSAP and emergency personnel may or may not be able to identify End Users phone number in order to call End User back if the call is unable to be completed, is dropped or disconnected, or if End User is unable to speak to tell them End Users phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

1.9 Alternative 911 Arrangements End User acknowledge that Square Clover does not offer primary line or lifeline services. End User should always have an alternative means of accessing traditional E911 services.