

Terms of Service for 911 and e911 Services of Volli Communications, LLC

Volli Communications, LLC (hereinafter referred to as "Volli Communications") provides 911 and e911 services (hereinafter referred to as "911 Services") to its customers. By using Volli Communications' 911 Services, you (the "Customer") agree to the following terms and conditions.

This policy may be subject to change from time to time and the revised copy is effective immediately upon posting to www.vollicomm.com/legal/

Limitations of 911 Services

Volli Communications' 911 Services are provided solely as a convenience to the Customer. The Customer acknowledges and agrees that the 911 Services may not be available in all areas, or may be subject to limitations or disruptions. The Customer also acknowledges and agrees that 911 Services may not be accessible or may not function properly in the event of power failure, network congestion, or other similar disruptions.

911 acknowledgments

The customer acknowledges that the Supplier's 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 3 and the customer agrees to notify any potential user of the services, who may place calls using the customer's services, of the 911 limitations described herein. The customer agrees to respond and affirmatively acknowledge that the Supplier has advised the customer of the circumstances under which the Supplier's E911 service may not be available or may be limited in comparison to traditional 911 emergency dialing. The Supplier advises the customer to maintain an alternative means of accessing traditional 911 services.

Electrical power and internet access: The customer acknowledges that the services will not function in the absence of electrical power and if there is an interruption of the customer's broadband or high-speed internet access service.

E911 service and charges: The Supplier's E911 service is a mandatory component of all outbound voice service plans and is not offered on toll-free numbers or similar service accessories or add-on plans. The service is only available in selected areas and customers who subscribe to it will be required to register the physical location of their equipment with the Supplier, either on the secure member's portal website or by calling customer support, and agree to update the location whenever the physical location of service changes. The customer acknowledges that the Supplier's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customers who are required to subscribe to the Supplier's E911 service will be subject to a monthly E911 Service charge. The monthly E911 Service fee shall be in addition to the applicable residential or business plan charges for the associated line. The monthly charge for E911 Service is assessed on a "per-location record" basis (that is, per phone number basis), and will be set at a level that

reimburses the Supplier for direct costs it incurs in providing E911 Service, including expenses it incurs, either directly or indirectly in form of state, county or municipal E911 surcharges, E911 Automatic Location Information (ALI) database storage, Line Information Database and Caller ID (LIDB/CNAM) expenses, and any other taxes or surcharges directly or indirectly associated with provision of Services customers subscribing this Service. The Supplier reserves the right to adjust level charges associated provision services reflect increases decreases costs incurs.

Emergency Calls

The Customer acknowledges and agrees that 911 Services are intended only for emergency calls and that any other use of 911 Services is strictly prohibited. The Customer also acknowledges and agrees that any misuse of 911 Services, including but not limited to prank or non-emergency calls, may result in the termination of the Customer's account, and may also be subject to criminal and/or civil penalties.

Caller ID

The Customer acknowledges and agrees that 911 Services may not display the Customer's telephone number or name to emergency services and that emergency services may not be able to locate the Customer's physical location through 911 Services. The Customer is responsible for providing emergency services with their accurate location information in the event of an emergency call.

Liability:

Volli Communications shall not be liable for any damages, including but not limited to lost profits, business interruption, or loss of data, arising out of or in connection with the use or inability to use 911 Services. Volli Communications will make every effort to provide 911 Services without interruption, but cannot guarantee that 911 Services will be uninterrupted or error-free. The Customer acknowledges that 911 Services are dependent on various factors outside of Volli Communications' control, including but not limited to the availability and reliability of the public switched telephone network, the availability and reliability of the Customer's equipment, and the availability and reliability of the 911 Services provider.

The Customer agrees to indemnify and hold Volli Communications harmless from any claims, losses, damages, or expenses, including but not limited to attorney's fees, arising out of or in connection with the Customer's use of 911 Services, except in cases where the liability is caused by Volli Communications' gross negligence or wilful misconduct. The Customer shall promptly notify Volli Communications of any claim or potential claim that may give rise to such liability.

It is further agreed that the liability of Volli Communications under this Agreement shall not exceed the amount paid by the Customer to Volli Communications under this Agreement during the 12-month period prior to the date of the claim.

This is a basic template and may not include all provisions that may be necessary for the specific circumstances of the arrangement between Volli Communications and the Customer. It is strongly recommended to consult with legal counsel to ensure that all necessary terms and conditions are included in the agreement and that it is in compliance with all applicable laws.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, USA, without giving effect to any principles of conflicts of laws.

Entire Agreement

This Agreement constitutes the entire agreement between Volli Communications and the Customer concerning 911 Services and supersedes all prior agreements and understandings, whether oral or written.

Modifications

Volli Communications reserves the right to modify this Agreement at any time, and the Customer agrees to be bound by any such modifications. Any modifications to this Agreement shall be effective immediately upon posting on Volli Communications' website or upon notification to the Customer by email or regular mail.

Contact Information

For any questions or concerns regarding 911 Services, please get in touch with Volli Communications at legal@vollicomm.com.

Using Volli Communications' 911 Services, the Customer acknowledges and agrees to the terms and conditions set forth in this Agreement.