

- ☒ RE-REGISTRATION REQUIRED IF YOU CHANGE YOUR NUMBER OR ADD OR PORT NEW NUMBERS: YOUR Michigan Signal 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 Michigan Signal.
- (3) INTERNET CONNECTION FAILURE: IF THERE IS AN INTERRUPTION OF YOUR BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE, YOU WILL NOT HAVE ACCESS TO MiSignal's VOIP SERVICE DURING THAT INTERRUPTION AND THEREFORE WILL NOT HAVE ACCESS TO 911 SERVICE DURING THAT INTERRUPTION. IN ADDITION, SINCE THE SERVICE IS DEPENDENT ON THE BROADBAND CONNECTION, THE AVAILABILITY OF AN ADEQUATE POWER SUPPLY AND CORRECT EQUIPMENT CONFIGURATION, Michigan Signal DOES NOT GUARANTEE THAT THE SERVICE WILL BE CONTINUOUS OR ERROR-FREE. Michigan Signal WILL NOT OFFER CREDITS FOR SERVICE FAILURES DUE TO POWER OUTAGES OR DISRUPTIONS IN YOUR BROADBAND CONNECTION.
- (4) EQUIPMENT FAILURE AND MISCONFIGURATION
MiSignal's VOIP SERVICE WILL NOT FUNCTION IF THE EQUIPMENT ON YOUR PREMISES OR ANY EQUIPMENT INCLUDING SOFTWARE, NETWORK ETC. IN OUR LOCATIONS (OFFICES, DATA CENTERS) FAILS FOR ANY REASON INCLUDING BUT NOT LIMITED TO HARDWARE OR SOFTWARE FAILURES OR MISCONFIGURATION EITHER BY Michigan Signal, THE CUSTOMER AND/OR ANY OF OUR VENDORS.
~~6M16-T06-111~~ 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.
- ☐ LOSS OF ELECTRICAL POWER: MiSignal'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.
- (6) NON-VOICE SYSTEMS: MiSignal's VOIP SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS AND MEDICAL MONITORING EQUIPMENT. BY SIGNING UP FOR MiSignal's VOIP SERVICE YOU WAIVE ALL CLAIMS AGAINST Michigan Signal FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY MiSignal's VOIP SERVICE.
- (7) CALLS OUTSIDE THE U.S.: IF YOU MOVE YOUR Michigan Signal VOIP SERVICE EQUIPMENT OUTSIDE OF THE UNITED STATES, YOUR 911 SERVICE WILL NOT WORK. CHECK THE EMERGENCY CALLING PROCEDURES FOR THE COUNTRY WHERE YOU ARE LOCATED TO DETERMINE THE CORRECT EMERGENCY CALLING PROCEDURES.
- (8) TERMINATION OF SERVICE: 911 SERVICE WILL NOT BE AVAILABLE IF YOUR SERVICE HAS BEEN CANCELLED OR TERMINATED BY YOU OR BY Michigan Signal. 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 Agreement, will prevent ALL Service, including the limited emergency response service.
- (9) NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING EMERGENCY CALLS: You acknowledge and understand that calls made using the limited emergency response service of Michigan Signal may be subject to network congestion and/or reduced routing speed and the call may fail.
- (10) OTHER LIMITATIONS: THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING Michigan Signal 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 Michigan Signal VOIP SERVICE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE Michigan Signal NETWORK, THERE IS A POSSIBILITY THAT A Michigan Signal 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.
- 1.2.2. YOU MUST NOTIFY ALL USERS OF THESE LIMITATIONS: YOU MUST INFORM ALL POTENTIAL USERS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE MiSignal's VOIP SERVICE OF THE IMPORTANT DIFFERENCES IN AND LIMITATIONS OF MiSignal's VOIP 911 DIALING AS COMPARED WITH BASIC 911 OR E911 PROVIDED BY TRADITIONAL LANDLINE TELEPHONE SERVICE.
- 1.2.3. YOU MUST AFFIX THE PROVIDED WARNING LABELS TO YOUR VOIP EQUIPMENT: Michigan Signal WILL PROVIDE YOU WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING (THE "911 STICKER"). YOU MUST PLACE ONE OF THESE 911 STICKERS ON EACH TELEPHONE AND ON ANY OTHER DEVICE WHICH WILL BE USED WITH YOUR Michigan Signal VOIP SERVICE. IF YOU REQUIRE ADDITIONAL 911 STICKERS, PLEASE CONTACT MiSignal's CUSTOMER SERVICE DEPARTMENT.

1.2.4. ALTERNATIVE ARRANGEMENTS: BY SIGNING UP FOR MiSignal's VOIP SERVICE YOU UNDERSTAND THAT IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF MiSignal's 911 SERVICE, THAT YOU SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICE. IN ORDER TO ENSURE THAT YOU HAVE ACCESS TO EMERGENCY SERVICES, YOU ACKNOWLEDGE AND ACCEPT THAT IT IS YOUR SOLE RESPONSIBILITY TO PURCHASE, FROM A THIRD-PARTY SEPARATELY FROM Michigan Signal, 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:

- (1) Michigan Signal DOES NOT SUPPORT TRADITIONAL 911 AND E911 ACCESS TO EMERGENCY SERVICES. The limited emergency response service accessible by Michigan Signal differs in a number of important ways from traditional emergency response services as further explained below. 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 will 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, including without limitation those reasons listed elsewhere in this Agreement.
- (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 Michigan Signal (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.e below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.

1.3. DISCLAIMER OF LIABILITY AND INDEMNIFICATION: YOU ACKNOWLEDGE AND UNDERSTAND THAT Michigan Signal WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING Michigan Signal 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 Michigan Signal, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS WHO FURNISH SERVICES TO YOU IN CONNECTION WITH MiSignal'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, Michigan Signal DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING MiSignal's 911 SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. Michigan Signal DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. Michigan Signal RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 911 SERVICE CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. Michigan Signal 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 Michigan Signal NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH MiSignal'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 Michigan Signal 911 SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM MiSignal's GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS Michigan Signal, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH MiSignal'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

1.4. MiSignal's TERMS AND CONDITIONS.

By accepting and using Michigan Signal services YOU AFFIRM THAT YOU HAVE RECEIVED AND UNDERSTOOD THE ADVISORY ABOVE REGARDING THE LIMITATIONS OF MiSignal's 911 SERVICE AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E911 CALLS AND FURTHER ACKNOWLEDGE AND ACCEPT THAT MiSignal's VOIP SERVICE MAY NOT SUPPORT OR PROVIDE EMERGENCY SERVICE AT ALL TIMES.