



ACKNOWLEDGEMENT OF IMPORTANT 911 AND E911 DISCLOSURES AND NOTICE

This Acknowledgement incorporates the terms of the Services Agreement between ICIM Corp. d/b/a hellospoke ("hellospoke") and Customer (the "Agreement") as if fully set forth herein.

911 & SERVICE LIMITATIONS. The Federal Communications Commission and Canadian Radio-television and Telecommunications Commission require that hellospoke provide E911 service ("E911 Service") to all customers, including Customer, who use the Services within the United States and Canada. Sections 1 to 7 apply to all customers who use the services within the United States. Section 8 applies to all customers.

1. 911 ACKNOWLEDGEMENT AND WARNING LABELS. Customer acknowledges that the equipment and hellospoke's Services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services do. The differences are detailed in this Acknowledgement and Customer agrees to notify any User or potential User of the Services and/or any person who may place calls using Customer's services, of the 911 limitations described herein. hellospoke will provide Customer with warning labels regarding the limitations or unavailability of 911 emergency dialing. Customer agrees to place such a label on and/or near each telephone or other Customer premises equipment on which the Services may be utilized. If additional labels are required, Customer may request them from hellospoke. hellospoke will provide Customer with advisory notices regarding 911 emergency dialing and request acknowledgments from Customer. Customer agrees to respond and affirmatively acknowledge that hellospoke has advised Customer of the circumstances under which hellospoke E911 Service may not be available or may be limited in comparison to traditional 911 emergency dialing. hellospoke advises Customer to maintain an alternative means of accessing traditional 911 services, which Customer acknowledges it will do.

2. ELECTRICAL POWER. Customer acknowledges that the Services will not function in the absence of electrical power.

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.

4. NON-VOICE SYSTEMS. Customer acknowledges that the Services are not set up to function with text messages or outdialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. hellospoke will not be liable for interruption or disruption of such systems by or related to the Services.

5. E911 SERVICE. hellospoke 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 hellospoke E911 Service, Customer will be required to register the physical location of Customer's equipment (phone, softphone, digital telephone adapter ("DTA") or videophone) with hellospoke, either on the hellospoke.com website or by calling hellospoke customer service. Customer agrees to promptly contact hellospoke customer service to update the relevant location information whenever the physical location of service or equipment changes. If customer subscribes to hellospoke mobile applications, Customer acknowledges the physical location registered for Customer's equipment (phone, softphone, DTA or videophone) will be the physical location registered for the mobile application associated to the equipment. Customer acknowledges that hellospoke'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 hellospoke will be based upon the physical location provided to hellospoke by Customer. In the event that the physical location has not been updated or is not complete, hellospoke may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with Customer's account or initial order.

6. E911 SERVICE FEE. Customers that are required to subscribe to hellospoke E911 Service will be subject to a monthly E911 Service Fee (in addition to any applicable state 911 tax based on customer's service address). The monthly E911 Service Fee shall be in addition to the applicable service fees for the associated line. The monthly charge for hellospoke E911 Service is assessed on a "per-line" (that is, per phone number basis), and will be set at a level that reimburses hellospoke for the direct costs it incurs in providing hellospoke E911 Service, including expenses hellospoke incurs, either directly or indirectly, in the 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 the provision of E911 Service to Customers subscribing to the services. hellospoke reserves the right to adjust the level of charges associated with the provision of E911 services to reflect increases or decreases in the costs it incurs.

7. E911 CHARACTERISTICS. Customer acknowledges that hellospoke E911 Service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make hellospoke E911 Service unsuitable for some customers. Customer should carefully evaluate Customer's own circumstances when deciding whether to rely solely upon hellospoke 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 this Acknowledgement, the following characteristics distinguish hellospoke E911 Service from traditional, legacy, circuit-switched 911 service:

** hellospoke E911 Service will not function if Customer's equipment (DTA, phone or videophone) fails or is not configured correctly or if Customer's hellospoke 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 hellospoke Services, 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 hellospoke'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 hellospoke 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 hellospoke E911 call. Due to technical factors in network design, and in the event of network congestion on the hellospoke network, there is a possibility that a hellospoke 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 equipment at the time of activation of the Services or when updating that information with hellospoke customer service, E911 communications may not be directed to the correct local emergency operator.

8. E911 LIMITATION OF LIABILITY AND INDEMNITY. Customer acknowledges and agrees that hellospoke 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, or in the event of any other action, claim, cost, damage, demand, expense, fine, liability, and/or penalty arising from or related to 911 or E911 services. Under no circumstances whatsoever will hellospoke 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 hellospoke, 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 actions, claims, costs, damages, demands, expenses, fines, liabilities, and/or penalties (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or User of the Services relating to the failure or outage of the Services related to 911 dialing or otherwise arising from or related to 911 or E911 services. Customer agrees and acknowledges that the limitation of hellospoke's liability is a material term to the Agreement, and that hellospoke would not otherwise enter into the Agreement without this limitation, and that that these limitations are reasonable and are in addition to and supplementary of other defense, indemnity, hold harmless, and liability limitations benefitting hellospoke in the Agreement. Customer's acknowledgement and agreement in this section shall survive any expiration or termination of the Agreement between hellospoke and Customer.