

911/E911 NOTIFICATION, DISCLOSURES AND TERMS

Dated August 26th, 2026

This 911/E911 Notification, Disclosure and Terms (“911 Notice”) is a material part of the Terms of Service and Schedule governing Firepit, Inc., d/b/a Pinwheel’s (“Company,” “we” or “us”) VoIP services (the “Services”). **The customer obtaining the Services (“Customer” or “you”) represents, warrants and agrees that it has read, understood and agrees to these limitations, restrictions and terms applicable to calling 911 using the Services. Customer represents and warrants that it shall provide clear and conspicuous notice, in language substantially similar to that contained in this 911 Notice, to all of Users (as defined in the Terms of Service) of the Services under Customer’s account.**

Not All Service Plans Have Unrestricted Outbound Dialing.

Some of our Service Plans limit the numbers that can be dialed and accessed by Users to those selected by Customer. Because Service under those Service Plans does not permit unrestricted calling to the Public Switched Telephone Network, those Service Plans may not offer 911 dialing.

Enhanced 911 Versus Basic or Limited E911.

Our 911 dialing (“911 Dialing”) is different from traditional 911 service. Customers have access to either basic 911 or Enhanced 911 (“E911”) service, depending on the capability of their Public Safety Answering Point (“PSAP”) or other emergency center. Company and its underlying carriers and service providers (“Vendors”) have no control over, and shall have no responsibility or liability for, the ability of any PSAP or other emergency call center to provide E911, receive or process any 911 call or any information provided with such call, or provide any level of 911 service.

Enhanced E911 Service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary.

Basic and Limited E911 Service. Users in locations where the emergency center is not equipped to receive, capture, or retain your telephone number and/or address have basic 911 or, to the extent technically feasible, limited E911. With basic 911 or limited E911, the local emergency operator answering the call may not have your callback number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he or she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers upgrade to E911 and become capable of receiving all of our customers' information, Company will use commercially reasonable efforts to upgrade customers with basic or limited 911 to E911 service. Company will not give you notice of the upgrade.

By using the Services, you authorize Company to disclose your telephone number, name, and address to third parties involved with providing 911 Dialing to you, including, without limitation, our Vendors, call routers, PSAPs, and other call centers and local emergency centers.

911 Dialing is Different Than Traditional 911 Service.

You understand and acknowledge, and shall inform all Users of, the important differences in and limitations of, Company’s 911 Dialing as compared with 911 services provided by traditional telephone services. **It is your**

responsibility, in accordance with the instructions that accompany the Service, to provide clear and conspicuous notice to all Users of the limitations and restrictions on 911 Dialing contained in this 911 Notice.

Differences between 911 Dialing using the Services and traditional 911/E911 services include the following, along with other limitations and conditions described in this Notice:

You Must Register Your Physical Location and Update It Whenever Your Device is Moved

For each phone line, telephone number, device or seat (each a “Line”) that you utilize with the Services, you must register with Company the physical location (including validated street address, floor and suite/unit/room number) where you or the User will be using the Services with that Line (the “Registered Location”). You can complete the registration of your initial location by logging into your Caregiver Portal. It is incumbent on you to confirm the accuracy of your, or the applicable User’s, Registered Location. If you or any of your Users have any changes to the physical location where you are using a Line, you must update the Registered Location of such Line by contacting customer support at (888) 903-7977. If Customer fails to provide an accurate physical address, fails to provide any address at all, or fails to update the Registered Location of a Line when such Line is moved to a new location and dials 911, 911 calls will not be routed to the appropriate PSAP or other emergency center. Company reserves the right to charge Customer for our reasonable costs per call in the event that Customer uses or attempts to use 911 Dialing without registering or updating a Registered Location for each Line as required by this paragraph.

Outages May Disrupt Our Service and/or E911 Dialing.

Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Services, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the device(s) used with the Services prior to utilizing the Services, including 911 Dialing.

Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Company ("ISP") Service. Service outages or suspensions or disconnections of service by the underlying broadband provider or ISP, for any reason including without limitation, your failure to timely pay for services, will prevent all of our VoIP Services, including 911 Dialing, from functioning.

Service Outage Due to Disconnection of Your Account. Service outages due to disconnection, termination, or temporary suspension of your account for any reason, including, without limitation, non-payment or violations of the Acceptable Use Policy in our Terms of Service, will prevent all Company Services, including 911 Dialing, from functioning.

Service Outages Due to Customer Premise Equipment, ISP or Broadband Company Blocking of Ports or Other Acts. Your firewall, ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Services are provided or otherwise impede the usage of the Services, including 911 Dialing. If you suspect this has happened to you, you should alert us to this situation, and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your VoIP Services are impeded, the Services, including 911 Dialing, may not function. You acknowledge that Company is not responsible for the blocking of ports by any firewall or third party or any other impediment to your usage of our Services, and any loss of our Services, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment for the Company service charges unless and until you disconnect the VoIP Services in accordance with our Terms of Service.

Other Service Outages. If there is a service outage for any reason, such outage will prevent all Company VoIP Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Notice.

Network Congestion May Reduce Speed of Routing or Answering 911 Dialing Calls.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing our Services as compared to traditional 911 dialing over traditional public telephone networks.

Changes to Your Address or Use of a Non-Native Number May Cause Delays in Assistance.

Changes to your Registered Location as described above require processing, and delays in updating your new address in an applicable automatic location information (ALI) database may impair or restrict the ability of emergency personnel to help you. You should allow at least 12-24 hours for the ALI database to update before your new Registered Location will be available to emergency personnel, where available. In addition, if you move to a location that uses a different area code, exchange, or other number system from the telephone number that has been assigned to you, processing your emergency call may be delayed by a local emergency center.

Residential Single-Line Service

The Service is offered for residential use with a single Line per device and is not a multiline telephone system ("MLTS"). Customer acknowledges, understands, and agrees that Customer is responsible for its use of the Services and its operation of all equipment and devices used with the Services in accordance with all applicable laws. If Customer deploys the Services in a business, institutional, or other non-residential setting utilizing an MLTS, Customer is solely responsible for configuring that system to permit direct access to 911 and for any notification obligations applicable to the operator of an MLTS.

Outside the United States. If Customer uses the Service from a location outside the United States, Customer will not be able to use 911 Dialing.

E911 Provisioning Intervals. Provisioning 911 Dialing may take additional time following the activation of the Service, during which time 911/E911 emergency calling may not be available, or additional fees may be incurred.

Required Information. In some circumstances, the User may need to advise emergency service personnel of the nature of the emergency, the caller's telephone number, or the caller's physical location. If a call is disconnected for any reason, emergency service personnel may not be able to call the caller back, determine the caller's physical location, or dispatch emergency personnel to the caller's location.

911 Callback Number. A separate telephone number is not required in order for 911 Dialing to function. Where the Service Plan includes an assigned telephone number, that number is used as the callback number for calls to 911. Where the Service Plan does not include an assigned telephone number and 911 Dialing has been activated for the Line, Company's 911 Vendor assigns a temporary callback number drawn from a shared pool of numbers and associates that number with the calling device for a limited period, so that emergency service personnel may identify and return the call if it is disconnected. Because a pooled callback number is temporary and is not assigned to Customer, it cannot be used to place or receive any other calls, and it may be reassigned after the callback period ends. Customer acknowledges, understands, and agrees that if emergency service personnel attempt to return a 911 call after the callback period has ended, the callback may not reach the device from which the 911 call was placed.

Physical Location. For E911 Service to work properly, the Registered Location in Company's records MUST correspond to the physical location from which the User uses the Services. A P.O. Box is not sufficient to use as a

physical address. The emergency service dispatcher will only send emergency service personnel to Customer's or the applicable User's Registered Location.

Information. Customer will be responsible for accurately providing Company with all information necessary to ensure the accuracy of each Automatic Location Identification ("ALI") and Public Safety Answering Position, including, but not limited to, all Direct Inward Dialing ("DID")/Direct Outward Dialing ("DOD") numbers, and a correct and valid emergency response address for each DID/DOD number. Further, Customer must furnish all updates of this information to us. All of Customer's information must be accurately provided and provisioned in the Automatic Number Identification ("ANI") database to provide full 911 service functionality. If a 911 call is made from an invalid, non-provisioned, or improperly provisioned telephone number, the call will not be normally and automatically routed to the correct PSAP and may be routed to the backbone E911 provider's 24/7 Emergency Call Routing Center ("ECRC"). For Service Plans that do not include an assigned telephone number, the callback number described in the "911 Callback Number" section above is provisioned by Company's 911 Vendor for this purpose.

Additional Considerations. Customer acknowledges that the Company and any Vendor shall have no ability to assist the caller and Customer understands and acknowledges and commits to informing its Users of the nature and limitations of 911 Dialing over the Services. Customer acknowledges and agrees that neither Company nor any of its affiliates, channel partners or Vendors will be liable for any outage (whether of the Services, electrical power or third-party networks) and/or inability of a caller to dial 911 or to access emergency service personnel due to the characteristics and limitations of the Services. Customer understands that all calls must be delivered with the appropriate calling party number ("CPN"). "Valid CPN" means the calling party's actual assigned ten (10)-digit telephone number within the North American Numbering Plan assigned by Company, excluding special purpose phone numbers such as 8XX, 950, 555 and N11. Notwithstanding the foregoing, where the Service Plan does not include an assigned telephone number, the temporary callback number assigned by Company's 911 Vendor as described in the "911 Callback Number" section above shall constitute the valid CPN for calls to 911, and Customer shall have no obligation to deliver any other CPN for such calls. Delivery of valid CPN is a material obligation of Customer hereunder for Service Plans that include an assigned telephone number. If Customer does not deliver valid CPN, Company may not be able to complete the call.

Disclaimer of Liability and Indemnification.

Company does not have any control over whether, or the manner in which, calls using 911 Dialing are answered or addressed by any PSAP or other local emergency response center. Company disclaims any and all responsibility for the conduct of PSAPs or local emergency response centers. Company relies on third parties to assist it in routing 911 Dialing calls and 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.

None of Company, its affiliates, Vendors or channel partners, or any of their partners, shareholders, members, directors, managers, officers, employees or agents ("Company Parties") may be held liable for any claim, cause of action, damage, loss, liability, expense, cost, fee, charge, or penalty arising out of or related to your or any User's use of 911 Dialing, and by using Company's Services you hereby waive any and all such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties, arising from or relating to the 911 Dialing Service unless such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties arose solely from Company's gross negligence or willful misconduct.

WITHOUT LIMITING THE FOREGOING OR ANY PROVISION OF THE TERMS OF SERVICE, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, FOR OR REGARDING 911 DIALING, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

To the fullest extent permitted by law, Customer shall defend, indemnify, and hold harmless the Company Parties, and any other service provider who furnishes services to you in connection with Company's Services, from any and all claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or

outage of the VoIP Service, including 911 Dialing, incorrectly routed 911 Dialing calls, your failure to comply with the terms and limitations in this Notice (including without limitation your failure to provide or timely update any location information or other information required hereunder), your failure to clearly and conspicuously notify any User of the terms and limitations in this Notice, and/or the inability of any User of Company's Service to be able to use 911 Dialing or access emergency service personnel.

You May Want to Make Alternate 911 Arrangements or Choose Not to Use Our Services.

If you are not comfortable with the limitations of the 911 Dialing Service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting our VoIP Service.