

DISCLOSURE CONCERNING IP-ENABLED 9-1-1 SERVICES

1. Definitions. For the purposes of this Disclosure, the following capitalized terms are defined as follows:

"Dispatchable Location" means the Service Address and additional data that would permit a PSAP and emergency responders to locate a 9-1-1 caller in a reasonable amount of time. The Dispatchable Location may be the same as or different from the Service Address.

"E911 Service" means emergency calling by which a 9-1-1 call is routed to the PSAP assigned to the Service Address and information regarding the Dispatchable Location is provided to the PSAP.

"IP Services" means communications services using internet protocol (IP) in their delivery, including session initiation protocol (SIP), voice over internet protocol (VoIP), hosted IP voice or similar IP-based technologies or applications.

"MLTS" means a multi-line telephone system.

"NG911 Service" means E911 Service initiated and/or completed using IP Services. Depending on the capability of the IP Services and PSAP, NG911 may include not only voice but also multimedia data and geospatial location information.

"PSAP" means a public safety answering point for emergency 9-1-1 calls.

"Service Address" means the physical address provided by the customer and assigned to or associated with a telephone number provided by the Company.

2. Disclosure. NG911 Service works differently than traditional wireline and wireless E911 Service. These differences depend on the services, equipment and devices used to make the emergency call and on the location of the user making the call. Customers with NG911 Services are responsible for informing employees, guests, and other persons who may be present at the Service Address of the important differences and limitations of NG911 Service as compared to traditional wireline or wireless E911 Service. If a customer is uncomfortable with any of the terms, conditions, or limitations of NG911 Service described in this Disclosure, the customer may wish to consider also maintaining an emergency landline at the Service Address.
3. Dispatchable Locations for Emergency Calling. The Company will obtain from all customers a registered Service Address for all IP Services and/or equipment, including the Dispatchable Location where equipment will be installed, and service will be used. For any services utilizing an MLTS environment, the customer may be required to provide multiple Dispatchable Locations. Complete and accurate Service Address and Dispatchable Location information is essential for emergency responders to locate any users dialing 9-1-1 from a device at the location. The Company will not provide IP Services to a customer on an active telephone number and will not activate a telephone number that is intended to have NG911 Service, unless and until a Service Address, Dispatchable Location and any other required information has been provided to the Company. The registered Service Address and Dispatchable Location will be associated with a telephone number, which will be used to determine the closest PSAP when 9-1-1 is dialed. Before a customer changes the registered Service Address or Dispatchable Location associated with a telephone number or moves any service, equipment or device, it is important to contact the Company, so that the Company can confirm that the registered Service Address and Dispatchable Location are properly updated. The customer is solely responsible for providing the Company with complete and accurate Service Address and Dispatchable Location information for each telephone number and for keeping such information updated.

4. Functional Limitations of IP Services. IP Services, including NG911 Service, are subject to the following disclaimers and limitations:
- i. NG911 Service will not operate in the event of a power failure or disruption. Should there be an interruption in power, IP Services (including NG911 Service) will not function until power is restored. Please note, customer premises equipment or devices may need to be reset. Customers may contact the Company for information and options concerning battery or other back-up power.
 - ii. NG911 Service will not operate if a broadband connection is disrupted. Service outages, interruptions or degradation of broadband service, or termination or suspension of service for any reason, will prevent use of IP Services, including NG911 Service.
 - iii. Failure to provide an accurate Service Address or Dispatchable Location for a telephone number may result in 911 calls being routed to the incorrect local PSAP and/or emergency responders being dispatched to the incorrect location. NG911 Service may not function, or calls may be routed to emergency responder who will not be able to assist if service, equipment or a device is moved to a different street address or location other than the registered Service Address and Dispatchable Location. It may take several days for any change in a registered Service Address or Dispatchable Location to be processed. The customer must notify the Company in advance of any changes to a registered Service Address or Dispatchable Location.
 - iv. Calls made using IP Services may be delayed or dropped due to the technical constraints of IP Services and underlying network architecture. Because of differences in technology, the impacts of network congestion, and/or reduced speed in the routing of emergency calls made utilizing NG911 Services are different than if the calls were made using traditional (non-IP) public switched telephone networks. If a 9-1-1 call cannot be completed, is dropped or disconnected for any reason, the PSAP and emergency responders may not be able to identify a phone number in order to call back. The Company relies on third party carriers for assistance in routing NG911 calls to local PSAPs or a national emergency calling center. The Company disclaims all responsibility and assumes no liability for the conduct of local PSAPs and the national emergency calling center and any third party carriers or service providers.
5. Limitations on Liability. The Company is not responsible for any service outages related to the loss of electrical power, connectivity, suspension, or termination of broadband Internet services, failure of third party IP technologies or applications, or other circumstances beyond Company's reasonable control, including any failures resulting from events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions. Except as otherwise required by applicable laws or regulations, the Company is not responsible for and shall have no liability relating to the performance of NG911 Service provisioned by any other telecommunications carrier or IP services provider, even if such service is accessed using the equipment or underlying IP Services provided by the Company.
6. Indemnification. In addition to any other indemnification obligations under applicable service contracts or terms of service (but without any duplication of recovery), the customer shall indemnify and hold the Company harmless against any and all damages, claims and expenses resulting from the customer's failure to comply with any of the customer's requirements or responsibilities described herein, including without limitation: (a) failing to provide a Service Address, Dispatchable Location or other required information; (b) providing an incomplete or inaccurate Service Address, Dispatchable Location or other required information; (c) failing to promptly update a Service Address or Dispatchable Location information in the event such address, location or information has changed or (d) the use of any service, equipment or devices at a location other than the Service Address and Dispatchable Location.