



### **E911 Services/Disclaimers/Limitations of Liability**

911 / E911 MATTERS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT Clarity VoIP'S (further referred to as "PROVIDER" or "PROVIDER'S") VOICE SERVICE IS INTERNET BASED AND THEREFORE 911/E911 SERVICES ARE DIFFERENT FROM TRADITIONAL WIRELINE BASED SERVICES AND ARE OR MAY BE ONLY PROVIDED WITH CERTAIN SERVICES IF SPECIFICALLY DEFINED IN ADDENDUM(S), EXHIBIT(S), SCHEDULES, SOFS, TERMS AND CONDITIONS, SERVICE AGREEMENTS, AND ATTACHMENTS TO THIS AGREEMENT, AND INCLUDING OTHER APPLICABLE ADDENDA, AND APPLICABLE ONLINE TERMS & CONDITIONS, ALL OF WHICH ARE FULLY INCORPORATED HEREIN BY REFERENCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER "PROVIDER", ITS UNDERLYING CARRIER(S), NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS "PROVIDER" FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OR CUSTOMER OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INJURY ARISING OUT OF A LACK OF OR MISROUTING OF 911 CALLS, REGARDLESS OF WHETHER THE CALL FAILED OR WAS ROUTED BY A PUBLIC SAFETY ANSWERING POINT OR AN OFFICIAL EMERGENCY OPERATOR, IS NEITHER THE FAULT NOR LIABILITY OF "PROVIDER" AND CUSTOMER HOLDS "PROVIDER" AND ITS SUBSIDIARIES AND AFFILIATES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY DAMAGES OR LIABILITIES. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

## **9-1-1 & VoIP Customer Notice of 9-1-1 and E9-1-1 Service Limitations.**

PLEASE READ THIS NOTICE CAREFULLY. AS A USER OF “PROVIDER” SESSION INITIATION PROTOCOL (“SIP”) BASED VOICE OVER INTERNET PROTOCOL (“VoIP”) SERVICES, YOU ARE REQUIRED TO AGREE THAT YOU HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 9-1-1 AND E9-1-1 EMERGENCY SERVICES AVAILABLE THROUGH THE “PROVIDER” CALLING SERVICES. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE ANY “PROVIDER” CALLING SERVICES.

Definitions: Terms capitalized when used within this document have the following meanings:

“9-1-1 Services” means functionality that allows end users to contact emergency services by dialing the digits 9-1-1. “Enhanced 9-1-1 Service” or “E9-1-1” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving the Customer’s registered or user-provided address and to deliver the user’s telephone number and registered address information automatically to the emergency operator answering the call.

“Basic 9-1-1 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s registered or user-provided address. With basic 9-1-1, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.

With Enhanced 9-1-1 Service (“E9-1-1”), when a caller from your registered location dials the digits 9-1-1 from any “Provider” offered calling service that is associated with a phone number and a properly registered address, the phone number and address are automatically presented to the local emergency center serving the location. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information.

With Basic 9-1-1 Service, when a caller from your registered location dials the digits 9-1-1, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller’s call-back telephone number or the associated registered address, even if that address has been properly registered, because with Basic 9-1-1 Service the emergency center is not equipped to receive, capture or retain the telephone number associated with the “Provider” calling service or the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch

help to the caller's address if call-back and address information has not been provided by the caller.

**EMERGENCY SERVICE DISCLOSURE APPLICABLE TO ALL CALLING SERVICES OFFERED BY "PROVIDER":**

The limitations detailed below are applicable to all of "Provider's" calling services (which include but are by no means limited to VoIP Phone Services). Customer agrees to inform all users of "Provider's" calling services of the potential complications arising from the delivery of emergency services when dialing 9-1-1. Specifically, Customer acknowledges and agrees to inform all employees, guests and other third persons who may use "Provider's" VoIP calling services of the limitations detailed below associated with all of "Provider's" emergency calling capabilities.

All of "Provider's" Calling Services Have 9-1-1 Capabilities that are Different Than Those Offered by Traditional "Provider's" of Local Telephone Services: Customer acknowledges and agrees that all of "Provider's" calling services are Internet based and that the 9-1-1 calling capabilities associated with all of "Provider's" calling services are different from those offered by traditional carriers of local telephone services. "Provider's" VoIP calling services are not meant to be relied upon in the case of an emergency. While "Provider" attempts to provide access to emergency service, these VoIP services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of emergency services. YOU SHOULD MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES.

9-1-1 Service Will NOT Work If You Experience A Power Outage, Service Outage, or any other network disruption. Outages of your electricity and problems with your connection, including network congestion, will disrupt any "Provider" calling service and you will not be able to use it for 9-1-1 emergency calling.

9-1-1 Service Will NOT Work If Your Service Is Disconnected Or You Experience An Outage For Any Reason. If you have a service outage due to a suspension of your account due to billing issues or for any other reason, you will not be able to use any "Provider" calling services for any calls, including for emergency 9-1-1 calls.

You May Not Be Able to Reach the Correct Emergency Services If You Have A Telephone Number That Does Not Match Your Actual Geographic Location. VoIP services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 9-1-1 problems, however all 9-1-1 capabilities will only be available in the location that you have associated with the particular "Provider" assigned direct-inward-dial ("DID") telephone number

assigned to the Customer. For Basic 9-1-1 Services or E9-1-1 to be accurately routed to the appropriate emergency call center, the Customer must provide accurate DID telephone numbers as the call-back telephone number for all 9-1-1 calls and accurate address information. Additionally, if you are using the service in a location that uses a different area code than the area code in the number you are using with your VoIP service, when you dial 9-1-1 you may not be able to reach any emergency personnel. Even if you do reach emergency personnel, your call may not reach the emergency personnel near your actual physical location and the emergency personnel may not be able to transfer your call or respond to your emergency.

**You May Not Be Able To Reach the Correct Emergency Service Center If You Fail to Register A Valid Service Address.** Failure to provide a correct physical address in the correct format may cause all Basic 9-1-1 Service or E9-1-1 calls to be routed to the incorrect local emergency service. Furthermore, use of any “Provider” calling service from a location other than the location to which such service was ordered, i.e., the “primary registered address,” may result in Basic or Enhanced 9-1-1 calls being routed to the incorrect local emergency service.

**You May Not Be Able to Reach the Correct Emergency Services If You Move Your Phone to a Location Different From the Address You Initially Registered.** It is important that you register accurate location information every time you move the equipment associated with your “Provider” calling service. If you move your “Provider” equipment to another location without reregistering, when you dial 9-1-1, you may not be able to reach any emergency personnel. Even if you do reach emergency personnel, if you have not provided valid location information you will not be calling the emergency personnel near your actual location and this emergency personnel may not be able to transfer your call or respond to your emergency.

**You May Not Be Able to Reach the Correct Emergency Services If You Fail to Accurately Register or Reregister Your New Location Or Call 9-1-1 Within 48 Hours of Updating Your Location.** It is important that you register an accurate location when you initiate your service and every time you move the equipment associated with your “Provider” VoIP calling service. When you change your location, it may take up to 48 hours for your location change to be reflected in our records. During that time, you may not be able to reach the correct emergency services center or any emergency service by dialing 9-1-1.

**“Provider” VoIP Calling Services Allow One Emergency Service Address to be Associated with Each Telephone Number.** Certain “Provider” VoIP calling services do not have a telephone number associated with them

but allow for placing and receiving calls. For example, “Provider” offers a “softphone client” service. Customers may choose to buy calling services from “Provider” that have a telephone number but then use the softphone client to allow multiple users to place and receive calls using one telephone number. Customers must use the softphone client and the “Provider” VoIP calling service that has a telephone number associated with it from the same location. Using a service that does not have a telephone number in a remote location will result in the wrong address information being sent in the event of placing an emergency call by dialing 911. The emergency call operator may not be able to transfer the call to appropriate emergency call operators. In the event that Customer intends to use “Provider” VoIP calling services in multiple locations, at least one telephone number will be required for each location. You acknowledge and agree to this limitation and agree that you will obtain at least one telephone number for each location associated with the “Provider” calling service.

Limitation of Liability. Failure to abide by the E-9-1-1 Terms of Service shall be deemed a material breach of the Master Services Agreement and “Provider” bears no liability in connection with Customer’s failure to comply with the E-9-1-1 Terms of Service.

Indemnification. In addition to Customer's indemnification obligations as memorialized in the Master Services Agreement, Customer agrees to defend, indemnify, and hold harmless “Provider” and “Provider’s” employees, officers, directors, agents, parents, affiliates and subsidiaries from and against any losses, damages, costs or expenses resulting from any and all claims and liabilities, including costs and expenses and reasonable attorney's fees, attributed to, arising out of or resulting from Customer's failure to fully comply with the E-9-1-1 Rules.

**CUSTOMER UNDERSTANDS THAT YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE 9-1-1 AND E-9-1-1 EMERGENCY SERVICES AVAILABLE THROUGH THE “PROVIDER” CALLING SERVICES.**

Any obligations that may be imposed by federal and state law on operators of private branch exchange or multiline telephone systems are obligations imposed on you, the Customer, and not on “Provider”.

“Provider’s” calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions and if this situation ever changes you will discontinue the use of “Provider’s” calling services.