

1. INTRODUCTION. Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), §§ 48-49, and Section 9.5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."

Because Partner is providing VoIP SERVICES to you Partner is obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgment of having received and understood these disclosures. We request that you acknowledge that you have received this disclosure and that you understand the limits of the 911 capabilities of Partner VoIP SERVICES. "911-type Services" means functionality that allows end-users to contact emergency services, including, without limitation, police, and fire and hospital medical services. 911-type Services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information). Enhanced 911-type Service is not immediately available in all areas, and is subject to the capabilities of the local PSAP.

You acknowledge that Total Technologies e911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make Total Technologies e911 services unsuitable for some customers. You should carefully evaluate your own circumstances when deciding whether to rely solely upon Total Technologies e911 service.

You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your 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).

You acknowledge that Total Technologies's equipment and services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this policy and you agree to notify any potential user or agent of the services, who may place calls using your services, of the 911 limitations described herein. Total Technologies will provide you with warning labels regarding the limitations or unavailability of 911 emergency dialing. You agree to place a label on and/or near each telephone or other customer premise equipment on which the services may be utilized. If additional labels are required, you may request them from Total Technologies. Total Technologies advises you to maintain an alternative means of accessing traditional 911 services.

2. POLICY. VoIP Service currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available and you have chosen to activate it. You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type Services for each of your end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below.

You acknowledge and understand that subject to the limitations set forth below, every End User must provide an end-user location for each telephone number (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by Total Technologies, Inc.

You acknowledge and understand that 911-type Services will not be available in the event of the assignment of a telephone number to a location outside of the geographic rate center associated with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end-user location associated with such telephone number; or you fail to maintain and/or update end-user location information as required to enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on Soft Phones, Local Inbound numbers, or Virtual numbers.

You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power at your location.

You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of your broadband Internet connection.

You acknowledge 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. Total Technologies will not be liable for interruption or disruption of such systems by the services.

You acknowledge and understand that 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.

VoIP Service does not support 911-type Services in rate centers where these services are not available or if it is available and you have not chosen to activate it. You acknowledge and understand that: a call placed to 911 using Partner in these areas or if you have chosen not to activate it will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed. The caller needs to communicate their location and phone number to the individual answering the call.

You acknowledge and understand all of the limitations and obligations set forth above for VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered.

YOU ACKNOWLEDGE AND AGREE THAT TOTAL TECHNOLOGIES WILL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT YOU OR ANY OTHER CALLER FROM YOUR 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, YOU, OR CALLER IS PHYSICALLY PRESENT OR REQUIRE SUCH SERVICES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL TOTAL TECHNOLOGIES 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 YOU 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. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TOTAL TECHNOLOGIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, 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 RELATED TO 911 DIALING. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF TOTAL TECHNOLOGIES' LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT, AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT YOU AGREE THAT THESE LIMITATIONS ARE REASONABLE.

References

[1] Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005).