



## PrimeVOX Communications E911 Disclaimer

The rules of the Federal Communications Commission (“FCC”) require PrimeVOX Communications (“PrimeVOX”), **like all Voice Over Internet Protocol (“VoIP”) service providers**, to inform its customers (“Customer”) of any differences between the 911 and E911 access capabilities available with VoIP service (the “Service”) as compared to the 911 and E911 access capability available with traditional wire line telephone service. (A copy of this FCC order adopting these rules is available at <http://www.fcc.gov/cgb/voip911order.pdf>.) It is important that Customer understands how these differences affect your ability to access 911 and E911 services. We ask that Customer carefully read this 911 and E911 Disclaimer. If Customer has any questions or concerns about the information contained in this Disclaimer, or if Customer does not understand anything discussed in this Disclaimer, please contact our Customer Support at (972) 600-1150.

The FCC’s rules also require PrimeVOX to obtain and keep a record on file showing that Customer has received and understood this 911 and E911 Disclaimer. As such, we cannot renew Service until Customer certifies that Customer has received and understood this 911 and E911 Disclaimer and has agreed to the 911 and E911 Acknowledgment.

PrimeVOX’s VoIP services are intended primarily for use within the domestic United States (“U.S”). VoIP telephony is fundamentally different from traditional telephone service and has inherent limitations. The Service, including 9-1-1 calling, may be unavailable or limited in some circumstances, including without limitation the circumstances described below. **Customer certifies awareness of the Service limitations outlined below and that Service will not be used by anyone other than Customer without first notifying the end user of such limitations.**

### 1. 9-1-1 Limitations of Service.

- a. **Relocation of End User Devices.** If Customer uses the Service in a location other than the Registered Location for that device, 9-1-1 calls may not be routed to the appropriate Public Safety Answering Point (“PSAP”) for the end user’s current physical location.
- b. **Use of “Non-Native” Telephone Numbers.** If Customer uses the Service with an assigned telephone number that is outside the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes.
- c. **Broadband Connection Failures.** The Service will not be able to make calls if Customer loses connectivity to the Internet. Due to Internet congestion and network design issues, 9-1-1 calls placed through the Service may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 9-1-1 calls placed through traditional telephone networks.
- d. **Loss of Electrical Power.** Service will not operate if Customer has lost electric power for Service or for other Service-enabling equipment. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use the Service.
- e. **Updating Registered Locations in ALI Databases.** If Customer does not correctly identify the physical location of the Service when defining the Registered Location, 9-

1-1 calls through the Service may not reach the correct PSAP. At initial activation of the Service, and following any update to Registered Locations, there may be some delay before complete and accurate information is passed to the local emergency service operator.

- 2. Registered Locations.** PrimeVOX relies on the Registered Location of the Service at the time a 9-1-1 call is placed to route the call to the appropriate PSAP within the domestic U.S. and to provide the PSAP with Customer's location. Customer should verify (Dial \*933) and update the Registered Location information regularly as Registered Location information is not automatically updated. If Customer does not update the Registered Location or it is not complete, PrimeVOX may attempt to route a 9-1-1 call based on earlier Registered Location information, which may not match Customer's actual location and may cause a 9-1-1 call to be misrouted and/or provide a PSAP with incorrect location information. Always be prepared to provide your actual location to a call taker.
- 3. PSAP Limitations.** The PSAP designated to receive 9-1-1 calls for a particular Registered Location through the Service may not have a system configured for all 9-1-1 services. The PSAP may not be able to capture, retain or otherwise determine the phone number, Registered Location, or physical location of the VoIP device placing the 9-1-1 call. Accordingly, Customer must be prepared to provide this information to the PSAP. Until and unless Customer does so, the emergency service operator may be unable to call Customer back or to otherwise assist Customer in the event of an emergency.
- 4. Warning Labels and Certifications.** Customer must notify end users of the Service about the 9-1-1 limitations of the Service as outlined in this Disclaimer. PrimeVOX provides Customer with warning labels regarding the limitations or unavailability of 9-1-1 services. Customer should place labels on or near each VoIP device used to access the Service. Customer will acknowledge and complete all advisory notices and certifications received from PrimeVOX regarding 9-1-1 service. Customer can download warning label here: <https://primevox.zendesk.com/hc/en-us/articles/360029220732-911-Warning-Labels>
- 5. Customer Choice.** Each Customer must carefully evaluate the individual circumstances in deciding whether to rely solely upon the Service for 9-1-1 calling or to make necessary provisions for access to emergency calling services (e.g. maintaining a conventional landline phone as a backup means of completing emergency calls).
- 6. Limitation of Liability and Indemnification.** PrimeVOX does not control how E911 calls are answered or handled by any local emergency response center. PrimeVOX disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. PrimeVOX relies entirely upon third parties to route E911 calls to local and national emergency response centers. PrimeVOX disclaims any and all liability or responsibility in the event such third party data used to route the call is incorrect or produces an erroneous result. Neither PrimeVOX nor its officers, directors or employees may be held liable for any claim, damage or loss, and Customer hereby waive any and all such claims or causes of action arising from or related to the E911 Services, unless such claims arose from PrimeVOX's gross negligence, recklessness or willful misconduct. Customer, on its own behalf and on behalf of any third party, hereby agrees to defend, indemnify and hold harmless

PrimeVOX, its officers, directors, employees and agents from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including attorneys' fees) relating to the absence, failure or outage of PrimeVOX's E911 Service, including without limitation the emergency dialing service or access to emergency service personnel.