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911 Disclaimer

Voice over Internet Protocol (VoIP) and 911

The following information relates to the emergency services dialing and is an important part of the contract for VoIP service as provided by WispWest (“WW Hosted VoIP Services”). Within said contract, signing the section “Agree to E911 Disclaimer” acknowledges that you have read, understood, and accept the limitations of WW Hosted VoIP Service relative to emergency services & 911 dialing as described below.

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY, BY ACTIVATING AND PAUING FOR THE WW HOSTED VoIP SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF WISPWEST 911 EMERGENCY DIALING SERVICE (WW E911 SERVICE”), AND UNDERSTAND THE DISTINCTIONS BETWEEN WW E911 SERVICE AND TRADITIONAL 911 CALLS.

- **WW E911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE WW E911 SERVICE WITH YOUR CURRENT LOCATION**
- **WW E911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **WW E911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELED BY YOU OR TERMINATED BY WISPWEST**
- **YOU SHALL INDEMNIFY WISPWEST FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY USER OF THE WW Hosted VoIP Service RELATING TO THE FAILURE OR OUTAGE OF THE WW Hosted VoIP Service, INCLUDING WW E911 SERVICE.**

All of WispWest customers have access to Enhanced 911 (E911) service (“WispWest E911 Service”).

With WispWest 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. Although they have access to this information, please be prepared to provide any information requested by the emergency operators, if possible.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency centers.

Registration of Physical Location Required.

Use of WW Hosted VoIP Service is permitted only at the address to which it is registered. Use from an alternate location is strictly prohibited. Should WISPWEST be required to direct emergency personnel, the location information this is provided to an emergency operator is always the address that you provided when the Service was ordered. In addition, you are agreeing to cooperate with WISPWESTs' efforts to provide you with WispWest E911 Service. For example, it is incumbent on you to confirm the accuracy of your physical address with WISPWEST. For purposes of WispWest E911 Services, you may only register one location at a time for each phone line, Regardless of what address you register for a portable device, emergency calls you make from these devices will be routed to the WW Hosted VoIP Service national emergency response center.

Notify All Users/ Inform All Present.

YOU are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize WW Hosted VoIP Service of the important differences in and limitations of E911 Service as compared with traditional 911 land line or cell phone services.

Re-Registration Required if You Change Your Number or Add or Port New Numbers.

WispWest E911 Service does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported number and receives confirmation from WISPWEST.

Service Outages.

You acknowledge that WISPWEST is not responsible for any service outage related to the loss of electric power, connectivity, suspension or termination of your WW Hosted VoIP Service or any failures resulting from local or national disasters.

- a. **Service Outages Due to Power Failure or Disruption.** You acknowledge and understand that the WispWest E911 Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, WW Hosted VoIP Service, including WispWest E911 Service, including WispWest E911 Service.
- b. **Service Outages Due to Internet Outage or Suspension or Disconnection of Service.** Service outages or suspensions or disconnections of WW Hosted VoIP Service by WISPWEST will prevent all WW Hosted VoIP Service, including WispWest E911 Service, from functioning. You acknowledge and understand that the WW Hosted VoIP Service and E911 Service requires and fully functional broadband connection to the Internet.
- c. **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all WW Hosted VoIP Service, including, but not limited to, those reasons described elsewhere in this agreement.

Network Congestion & Reduced Speed.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing WW Hosted VoIP Service as compared to traditional E911 dialing over traditional public telephone networks.

Disclaimer of Liability and Indemnification.

WISPWEST does not have any control over whether, or the manner in which, calls using the WW E911 Service are not answered or addressed by any local emergency response center. WISPWEST disclaims all responsibility for the conduct of local emergency response centers and the national emergent calling center.

WISPWEST relies on the third parties to assist us in routing 911 calls to local emergency response centers and to a national emergency calling center. WISPWEST 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.

You acknowledge and understand that WISPWEST will not be liable for any WW Hosted VoIP Service outage and/or inability to dial 911 using the WW Hosted VoIP Service or to access emergency service personnel due to the characteristics and limitation of the WW Hosted VoIP Service as set forth in this document. You agree to defend, indemnify, and hold harmless WISPWEST, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the WW Hosted VoIP Service, 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 user of the WW Hosted VoIP Service relating to the absence, failure or outage of the WW Hosted VoIP Service, including those related to the WispWest E911 Service, incorrectly routes WispWest E911 Service calls, and/or the inability of any user of the WW Hosted VoIP Service to be able to use WispWest E911 Service or access emergency service personnel.

Alternate 911 Arrangements.

You acknowledge that Wispwest does not offer Lifeline services, and that if you are not comfortable with the limitations of the WispWest E911 Service, WispWest strongly recommends that you always have an alternative means of accessing emergency service.

Printed: _____ Date: _____

Signature: _____