



911 Disclosure and Acknowledgment

FCC E911 ADVISORY: PURSUANT TO FCC REQUIREMENTS, WE ARE REQUIRED TO ADVISE CUSTOMERS OF ANY LIMITATIONS THAT E911 SERVICE MAY HAVE IN COMPARISON TO TRADITIONAL E911 SERVICE, WHICH ARE SET FORTH IN THIS E911 DISCLOSURE AND ACKNOWLEDGEMENT.

Option 1 – No 911 Service

911 service is **OPTIONAL**. Customer acknowledges, understands, and agrees access to emergency services through 911 calls will **NOT** be available.

AGREED TO AND ACCEPTED:

Company: _____

Authorized Agent: _____

Title _____

Signature _____

Date: _____

Option 2 – 911 Service Agreement

Peerless telephone services use Voice Over Internet Protocol (or “VOIP”) technology. Customer acknowledges, understands, and agrees access to emergency services through 911 and E911 calls is limited, and requires the service to be operated from the service location of record and then only if Customer has an active connection to the service.

CUSTOMER ACKNOWLEDGES THAT ACCESS TO 911 IN AN EMERGENCY IS PROVIDED ON A BEST EFFORT BASIS AND IS NOT GUARENTEED. AS SUCH THE CUSTOMER RELEASES PEERLESS FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY AND OPERATION OF 911 SERVICES.

Additionally, VoIP can cease operating during a power outage or network related event, and you assume all responsibility and risk of harm, loss, or damage in the event that 911/E911 access fails, is not possible, or does not provide the address, correct address, extension, or other information to emergency authorities. Customer shall inform ALL employees, staff, users, and other third persons who may be present at Customer's physical location(s) where Customer uses VOIP Service of the non-availability of traditional 911 or E911 dialing and access from local telephones and equipment.

1. Customer Information

Prior to the initialization of service, the Customer shall provide accurate End User name and address information where the service will first be utilized (also known as "Registered Location") for the purpose of updating the E911 Data Base.

- 1.1 Customer assumes all responsibility for the accuracy of the End User data that Customer provides for entry into the E911 Data Base and agrees to periodically audit all of their users for 911 address accuracy.
- 1.2 Customer bears the responsibility to notify us of any changes to the End-User Data (such as: change of address, addition of new numbers, etc.). Customer shall indemnify and hold Peerless harmless from any claims, damages, or suits related to the accuracy of data provided by Customer for inclusion in the E911 Data Base.
- 1.3 Customer will provide (and update as necessary) Peerless with accurate information related to E-911 Service, including, but not limited to: location of individual telephone stations and a description of Customer's facilities, equipment and software for the Services.
- 1.4 Customer's accepts responsibility to update the physical location information if it differs from the prior Registered Location.
- 1.5 Customer also acknowledges Peerless may require up to ten (10) days to submit correct address information to E911 database and during this period of time the E911 database may have the wrong address information.
- 1.6 Based upon the information supplied by Customer, Peerless will provide the Services and advise the appropriate agencies as required.
- 1.7 Customer acknowledges that setting their VOIP service Calling Party Number (ANI) to restricted or anonymous or from a spoofed Calling Party Number (ANI) will cause 911/E911 to route improperly which, could interfere or delay connecting with the 911/E911 Police Service Access point (PSAP).

2. Service Interruption

2.1 Power Failure or Disruption

Customer acknowledges and agrees that emergency dialing will not function in the event of a power failure or disruption. If there is an interruption in the power supply, a power surge, or a power failure, the Service and emergency dialing will not function until power is restored. Customer acknowledges and agrees that a power failure, power surge, or power disruption may require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency 911 calls.

2.2 Service Suspension or Termination by Peerless

Customer acknowledges and agrees that a Service outage or suspension (including, without limitation, suspension of Service due to billing issues or delinquent or unpaid invoices) or termination of Service by Peerless will prevent **ALL** Service, including the ability to make emergency 911 calls.

2.3 Other Service Outages

Customer acknowledges and agrees that if there is a Service outage for **ANY** reason, such outage will prevent **ALL** Service, including the ability to make emergency 911 calls.

2.4 Non-Voice Systems

Customer acknowledges that 911/E911 services are not set up to function with outdialing systems such as security systems, alarm systems, medical monitoring equipment, TTY Equipment or entertainment or satellite television systems. Peerless will not be liable for interruption or disruption of such systems by these services.

3. Events of Change

3.1 Add or Port New Numbers

Customer acknowledges and agrees that emergency 911 calls do not function with respect to telephone numbers that Customer changes, adds, and/or ports to Customer's account unless and until Customer successfully activates the 911 calling feature for each such changed, newly added, and newly ported telephone number. Even if Customer successfully activates 911 emergency dialing with other telephone numbers through which Customer receives Service, Customer acknowledges and agrees that Customer **MUST** separately activate emergency 911 calling for any and all changed or newly added or ported telephone number(s).

3.2 Location Change

Customer acknowledges and agrees that emergency 911 calling will not function properly or at all if Customer moves, relocates, or otherwise changes Customer's physical office location(s) to any different street address, unless and until Customer successfully activates the emergency 911 calling capability at each such physical location. Even if Customer successfully activates emergency dialing from Customer's previous physical office location(s), Customer acknowledges and agrees Customer **MUST** re-activate emergency dialing for any new physical office location. Customer acknowledges and agrees that Customer's failure to provide Peerless with Customer's updated and correct physical office location(s) will result in any emergency 911 calls being routed to the incorrect PSAP or local emergency service provider. Neither Peerless nor Customer shall assume under any circumstances that Customer's physical office location for emergency 911 calling purposes is the same as Customer's billing address for receipt of invoices.

4. E911 Characteristics

4.1 E911 Suitability

Customer understands and acknowledges that E911 services over VOIP have certain characteristics which are distinguishable from traditional, circuit-switched 911 service. These characteristics may make E911 services unsuitable for some customers. Since Customer circumstances can vary widely, Customer should carefully evaluate its own circumstances when deciding whether to rely solely upon E911 service.

4.2 Technology Choice

Customer understands and acknowledges it is Customer's obligation and responsibility to determine the technology or combination of technologies best suited to meet Customer's emergency call needs, and to make the necessary provisions for access to emergency calling services where needed, maintaining a separate conventional landline or wireless phone as a backup means of completing emergency 911/E911 calls.

4.3 Limitations

The following characteristics distinguish VOIP E911 service from traditional, circuit-switched 911 service:

- 4.3.1 E911 Service will not function if Customer has an internet connection failure, Phone or Videophone fails or is not configured properly, or if Firewall and router settings are changed or modified.
- 4.3.2 E911 Service will not function if Customer experiences an electrical power outage, broadband or other internet service outage, or suspension or disconnection of service resulting from payment issues.
 - 4.3.2.1 If there is a power outage Customer may be required to reset or reconfigure the equipment before being able to use the service including for 911/E911 purposes.
- 4.3.3 E911 Service may not function if a customer relocates equipment or uses a nonnative telephone number, or for any other reason beyond Peerless's control.
- 4.3.4 After initial activation of 911/E911 service and following any change of and update to Customers physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into Peerless's E911 database prior to service activation, but no guarantee can be made that the automatic number identification (ANI) and location information will be activated within this schedule.
- 4.3.5 The local emergency service operator receiving the E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain ANI or location information. This means the operator may not know the phone number or physical location of the person making the E911 call.
- 4.3.6 Due to technical factors in network design, and in the event of network congestion on the network, there is a possibility a 911 call will produce a busy signal, the caller will experience unexpected answering wait times or the local emergency service operator will take longer to answer the call than 911 calls placed via traditional circuit-switched telephone networks.

5. Indemnification

Customer acknowledges and agrees that Peerless's liability is strictly and expressly limited for any Service outage and/or inability to complete emergency 911 calls from any Customer line or Customer site or to access emergency service personnel.

CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS PEERLESS SOLUTIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LAWSUITS, LOSSES, DAMAGES, LIABILITY, FINES, PENALTIES, COSTS, AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS, ARISING FROM, OR RELATED TO, ANY ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE. IN NO EVENT SHALL PEERLESS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES RELATED TO CUSTOMER'S (OR ANY CUSTOMER EMPLOYEE, AGENT, OR CONTRACTOR, OR THIRD PERSON OR THIRD PARTY OR USER OF PEERLESS'S SERVICE) USE OF OR INABILITY TO USE E911 SERVICES.

Customer agrees and acknowledges that Peerless has entered into a Service Agreement with the Customer, and/or any other agreement or service order with Customer and is providing its Service to Customer in reliance upon the limitations and exclusions of liability and the disclaimers set forth in this E911 Disclosure Notice and Acknowledgement, and that the same form an essential basis of the agreement between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified, shall survive and apply even if found to have failed their essential purpose; and Customer hereby waives its right to contest the enforceability of any provision of this E911 Disclosure Notice and Acknowledgement by reason of such failure.

6. Costs to Customer

Customer agrees to pay Peerless for administration of 911 services, fees and taxes incurred. These fees will be detailed in advance of providing service and any changes will be given to customer at least 60 days in advance. You agree you have been informed or the current costs for services and penalties for misuse. Customer may cancel 911 services at any time. Each number receiving 911 service will be charged for the 911 service. Each location needing 911 service will need a separate number for 911 service to function properly and may entail additional costs. If any information you provide is inaccurate, or any user is not informed of the proper use and limitations of the system, and a 911 call is made improperly, you agree that penalties may be imposed.

The undersigned represents and acknowledges that on behalf of Customer, he/she has received, read, understands, and agrees to the terms and conditions of this 911 Disclosure Notice and Acknowledgement and is duly authorized to execute this document on behalf of Customer.

AGREED TO AND ACCEPTED:

Company: _____

Authorized Agent: _____

Title _____

Signature _____

Date: _____