

EMERGENCY SERVICES- 911 DIALING

VoIP 911 Consumer Tips:

The following list of “VoIP 911 Consumer Tips” is critical information that needs to be understood by both prospective and in-service customers:

1. Telantek 911 service has certain limitations as compared with traditional E911;
2. When you dial 911 using Telantek, you will be connected to an intermediate operator. This operator will ask that you confirm your location and will then transfer you to the emergency services agency that serves the area you have identified;
3. When calling for emergency help, you must be prepared to confirm your location and call-back number with the operator;
4. Your VoIP service (including the ability to dial 911) will be unavailable during a power failure or broadband Internet outage;
5. If you call 911, stay on the line until instructed to hang up; call back if you get disconnected;
6. You must ensure that you understand the 911 limitations of your VoIP service and that other potential users are made aware of these limitations.

Circumstances In Which 911 Service Would Or Would Not be Available:

Service Outages

911 dialing will not function in the following circumstances:

- **Power Failure or Disruption** - should there be a power failure or disruption, ALL Service and 911 dialing will stop operating until power is restored. The Customer may need to reset or reconfigure equipment prior to using the Service or 911 dialing.
- **Broadband Service / ISP Outage or Termination / Suspension or Termination by Telantek** - service outages or suspension or termination of service by your broadband provider and/or ISP or by Telantek will prevent ALL Service including 911 dialing.
- **Service Outage Due to Suspension of Your Account** - service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.
- **Other Service Outages** - any other service outage for ANY reason will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited, to those reasons described elsewhere in this Agreement.

The Nature Of The 911 Service That Is Provided And On What Conditions:

Possibility of Network Congestion and/or Reduced Speed for Routing

Due to the technical constraints on the manner in which it is possible to provide 911 dialing for Telantek service at this time, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made using your Telantek equipment as compared to traditional 911 dialing over traditional public telephone networks. Therefore, 911 calls may take longer to reach PSAPs or local emergency service providers than in the case of traditional 911 calls.

Material Differences Between The 911 Service That Is Provided And Traditional E911 Service:

Non-Availability of Traditional 911 or E911 Dialing Service

The 911 service offered by Telantek differs in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from 911 or E911 emergency services as provided by traditional local exchange carriers. By activating the Service, you acknowledge that you have read, understood, and agree to the terms and conditions regarding Telantek's 911 service.

Routing of 911 Calls

When you dial 911, your call is routed from the Telantek network to an operator, who then asks for your physical location and phone number. The operator then routes your call to the Public Safety Answering Point (PSAP) designated for the physical location that you provided. The call may be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours), rather than traditional 911 dispatcher(s). There may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to traditional 911 calls. Telantek disclaims any and all liability or responsibility in the event that the information or routing is incorrect to the general telephone number for the local emergency service provider.

Failure to Designate the Correct Physical Address When Making a 911 Call

Failure to provide the current and correct physical address and location of your Telantek equipment to the operator will result in any 911 communication you may make being routed to the incorrect local emergency service provider. The address information that you provide must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Measures That Should Be Taken By A 911 Caller As A Result Of Such Differences:

Alternative 911 Arrangements

You acknowledge that Telantek does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

The Obligation Of The Subscriber To The VoIP Service To Inform All Users And Potential Users Of The VoIP Service Of The Nature And Limitations Of The 911 Service:

Other Users

You agree to inform any household residents, guests and other third persons who may be present at the physical location where you use the Service, of the non-availability of traditional 911 or E911 dialing from your Telantek service and device(s), and of the important differences and limitations of Telantek 911 described in this Agreement as compared with traditional 911 or E911 dialing.

Applicable Limitations Of Liability:

Limitation of Liability and Indemnification

Neither Telantek nor its directors, officers, employees affiliates and agents will be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to any Service outage and/or inability to dial 911 from your line or to access emergency service personnel unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence or intentional misconduct on the part of Telantek.

You agree to defend, indemnify, and hold harmless Telantek, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you or to Telantek in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable legal fees and expenses) by, or on behalf of you or any third party or user of your Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of your Service to be able to dial 911 or to access emergency service personnel, and any misroutes of 911 calls, including but not limited to your provision to Telantek of incorrect information in connection therewith.