

# Emergency 911 Information

Emergency 911 services are provided by NETsystems as part of NETsystems's Internet phone service, related software applications, and the implementation and support services (collectively, hereinafter referred to as the "Services").

Emergency 911 services (including Enhanced 911 or "E911") provided by NETsystems may differ in certain respects from the emergency calling services provided by a traditional wireline telecommunications provider. These differences may have an adverse impact upon the ability or timeliness of the provision of 911 services to you or others in the event of an emergency. In addition, due to limitations on technology, the location reported by NETsystems to the public safety dispatcher for your telephone may not include your specific location within a business premise.

Following the procedures set forth in the NETsystems Knowledgebase, you are responsible for the accurate reporting of the physical location where the Service is to be used (the "Service Address") and for instructing each employee that he/she must provide NETsystems with the specific location in which they are located within your premises in the event of an emergency. You are required to maintain valid E911 addresses for each of your physical locations where NETsystems services are deployed. Should an emergency arise, emergency services may be delayed or unable to respond to your needs if your account does not have a valid E911 address on file. In addition, you will be charged \$100.00 per call for any E911 call made from an account/physical location without a valid address on file with NETsystems.

In the event that any equipment used to provide the Service via the Internet is moved to another location, you are responsible for notifying NETsystems, updating your account records to reflect the new Service Address where the Service is to be provided, and for instructing each employee that he/she must update NETsystems promptly when such employee changes the physical location to which the Service is being provided. Even though you will be able to use the 911 Service in the event you change the physical location where the Services are to be provided, it may take time to update emergency dispatch information, which could result in the failure to dispatch emergency personnel to the proper location. It is vitally important to communicate the physical address to the 911 operator and to inform all employees that the address will not be correct.

Enhanced 911 service has several limitations. Such limitations, including those discussed above, may prevent you from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason

- Defective customer premises equipment
- Network congestion
- Delays from updating your registered Service Address

In some cases, emergency calls may not be routed to the designated emergency response center in your area. Rather, an emergency call may be routed to an alternative emergency dispatch center which may not have access to any or all of your registered Service Address information. Consequently, you should be prepared to provide sufficient information with respect to your physical location to dispatch emergency personnel to you. This method may delay the dispatch of emergency personnel to your location. If the emergency call is disconnected for any reason prior to the time you have provided your physical location, emergency personnel will have no way to contact you or determine your identity or location, and you should immediately redial 911.

You agree to advise any and all employees, invitees, and every other person who may make calls using the Service via the Internet of the limitations described above, and to affix NETsystems-provided labels on or near all session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to the Service, and all computers having softphone software installed, regardless of whether such equipment was purchased from NETsystems or a third party.

Finally, you acknowledge that you have read the above limitations with respect to emergency calls over the Service, that you understand these limitations, and that you agree to them.



By signing this agreement or clicking this box I acknowledge that I am authorized by my company to enter into this agreement and accept the 911 Policy and understand that I must sign and return the copy that will be provided with the system before service can be activated. I acknowledge I have affixed the 911 information labels to the phones or prominently displayed near the phone

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Authorized Subscriber Signature

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Date

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Printed Name and Title