



E911 for Customers with Voice over Internet Protocol (VoIP) Based Services Addendum

This Addendum amends and modifies the Telecommunications Account Agreement (TAA) between U.S. TelePacific Corp. and/or its affiliated companies ("TPx Communications") and Customer.

The TPx voice services your organization has selected utilize VoIP technology to provide 911 and Enhanced 911 (E911). This notice provides information about 911 and E911 capabilities and limitations on these voice services. The Federal Communications Commission (FCC) requires that all telecommunications service providers utilizing VoIP notify their subscribers of the differences between the 911/E911 access capability provided using VoIP technology and the 911/E911 access capability using traditional telephone service. Further details about the FCC's requirements can be found at www.fcc.gov/cgb/consumerfacts/voip911.pdf

The FCC also requires that TPx obtain and keep a record on file showing that your company has received and understands this notice before activating voice services at your location(s). Please promptly sign and return this form to TPx.

DIFFERENCES IN VOIP 911 CAPABILITIES

911/E911 access capabilities that use VoIP technology differ from 911/E911 access capabilities using traditional telephone service. The following list outlines some of the key differences, along with steps that you can take to mitigate those differences.

1. **SERVICE LOCATION INFORMATION:** You must provide TPx with the correct service address of the location where services will be used. If you do not provide correct service address information, or if you move your VoIP access device (including IAD, IP phone, or analog terminal adapter) to another location without updating service location information, calls to 911 will route to emergency personnel who may not be able to assist you, or may cause delays in receiving emergency services.
2. **POWER OUTAGE:** A power outage will render your VoIP access devices unable to make or receive any calls, including calls to 911. Providing backup electrical power to VoIP access devices will mitigate this limitation.
3. **BROADBAND SERVICE DISRUPTION:** Disruptions to your broadband service will prevent calls to 911 from completing. A failover connection to the public Internet over a broadband connection will reduce the likelihood of a service disruption.
4. **SERVICE SUSPENSION:** If your service is terminated or suspended for any reason, 911 will not be available.

GEOLOCATION REGISTRATION

For calls to 911, TPx overrides any outbound calling line identification telephone number sent by the customer's phone system with a telephone number that is registered for the specific physical location of the service, also known as a geolocation. This enables 911 calls to route to the correct Public Safety Answering Point (PSAP), and that emergency personnel are sent to the correct location. You must provide accurate and timely information about your geolocation. There is a \$65 charge per 911 call from telephone numbers with either incorrect or missing geolocation information.

ALTERNATE MEANS OF CONTACTING 911

You should maintain alternate means of contacting 911, such as analog phone lines. You are also responsible for notifying users of these alternate means of contacting 911. **Unified communication (UCx) clients on a mobile phone will route 911 calls through the mobile network provider by default.**

NOTIFICATION OF USERS

You are responsible for notifying any users, including staff, residents, guests, or other persons who may be present at any location where you utilize TPx VoIP service, about the limitations of 911 dialing on VoIP as compared with 911 dialing on traditional voice services. You will receive stickers concerning the limitations of 911 dialing on your TPx VoIP service. It is your responsibility to place the 911 sticker on or near each device that you use with the Service. If you did not receive a 911 sticker with your device, or you require additional 911 stickers, please call 877-344-7441.

LIMITATION OF LIABILITY AND INDEMNIFICATION

You acknowledge and understand that TPx has limited liability for any Service outage and/or inability to reach 911 services and access emergency personnel. You agree not to hold TPx, its officers, directors, employees, affiliates, agents, and/or any other associated service provider who furnishes services to you accountable for any and all claims, losses, damages, fines, penalties, costs and expenses (including attorney fees) associated with our 911 dialing service.