

**911 & SERVICE LIMITATIONS:** The Federal Communications Commission (FCC) requires that 1Simple Phone (1SP) Communications provide E911 Service to all CLIENT who use 1SP Communications services within the United States. Sections 3.a. to 3.g apply to all CLIENTS who use 1SP Communications services within the United States. Section 3.h applies to all CLIENTS.

1. **911 ACKNOWLEDGEMENTS.** CLIENT ACKNOWLEDGES THAT 1SP COMMUNICATIONS'SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 3 AND CLIENT AGREES TO NOTIFY ANY POTENTIAL CLIENT OF THE SERVICES, WHO MAY PLACE CALLS USING CLIENT'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. CLIENT AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT 1SP COMMUNICATIONS HAS ADVISED CLIENT OF THE CIRCUMSTANCES UNDER WHICH 1SP COMMUNICATIONS E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. 1SP COMMUNICATIONS ADVISES CLIENT TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.
2. **ELECTRICAL POWER.** CLIENT ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.
3. **INTERNET ACCESS.** CLIENT ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CLIENT'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.
4. **1SP COMMUNICATIONS E911 SERVICE IS A MANDATORY COMPONENT OF ALL OUTBOUND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. CLIENTS WHO SUBSCRIBE TO 1SP COMMUNICATIONS E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT WITH 1SP COMMUNICATIONS, EITHER ON THE SECURE MEMBER'S PORTAL WEBSITE OR BY CALLING CUSTOMER SUPPORT, AND AGREE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. CLIENT ACKNOWLEDGES THAT 1SP COMMUNICATIONS' ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY 1SP COMMUNICATIONS WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO 1SP COMMUNICATIONS BY CLIENT. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR**

IS NOT COMPLETE, 1SP COMMUNICATIONS MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CLIENT'S ACCOUNT OR INITIAL ORDER.

5. CLIENTS WHO ARE REQUIRED TO SUBSCRIBE TO 1SP COMMUNICATIONS E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE CHARGE. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE RESIDENTIAL OR BUSINESS PLAN CHARGES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR E911 SERVICE IS ASSESSED ON A "PER-LOCATION RECORD" BASIS (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES 1SP COMMUNICATIONS FOR THE DIRECT COSTS IT INCURS IN PROVIDING E911 SERVICE, INCLUDING EXPENSES 1SP COMMUNICATIONS INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CLIENTS SUBSCRIBING TO THIS SERVICE. 1SP COMMUNICATIONS RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 11) REGARDING CHANGES TO THE AGREEMENT, SERVICES OR PLAN).
6. CLIENT ALSO ACKNOWLEDGES THAT 1SP COMMUNICATIONS E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE 1SP COMMUNICATIONS E911 SERVICES UNSUITABLE FOR SOME CLIENTS. BECAUSE CLIENT CIRCUMSTANCES VARY WIDELY, CLIENTS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON 1SP COMMUNICATIONS E911 SERVICE. CLIENT ACKNOWLEDGES THAT IT IS CLIENT'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CLIENT'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH 1SP COMMUNICATIONS E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:
  - o 1SP COMMUNICATIONS E911 SERVICE WILL NOT FUNCTION IF CLIENT'S DATA, PHONE OR VIDEO PHONE FAILS OR IS WITHOUT ELECTRICAL POWER.

7. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT 1SP COMMUNICATIONS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING 1SP COMMUNICATIONS TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO NOT CONFIGURED CORRECTLY OR IF CLIENT'S 1SP COMMUNICATIONS SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CLIENT MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE 1SP COMMUNICATIONS SERVICE, INCLUDING FOR E911 PURPOSES.
- AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO CLIENT'S 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 OUR NOMADIC E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.
  - THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING 1SP COMMUNICATIONS E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 1SP COMMUNICATIONS E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE 1SP COMMUNICATIONS NETWORK, THERE IS A POSSIBILITY THAT A 1SP COMMUNICATIONS 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.
  - IF CLIENT DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE 1SP COMMUNICATIONS EQUIPMENT WILL BE LOCATED 1SP COMMUNICATIONS THE TIME OF ACTIVATION OF THE SERVICE, 1SP COMMUNICATIONS E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR. TO THE 911 DIALING

CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS 1SP COMMUNICATIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CLIENT IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CLIENT OR ANY THIRD PARTY OR CLIENT OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.