

911 Service and Limitations Policy

By signing an Order Form and/or entering into an Agreement with Net Tel One Communications ("NTO") for Service, Customer agrees and affirmatively acknowledges it has read this 911 Service and Limitation Policy ("Policy"), which advises Customer of the circumstances under which 911 service may not be available or may be limited in comparison to traditional 911 services. Customer should read this Policy carefully before using NTO Services. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Customer's applicable Agreement and/or Order Form(s). NTO reserves the right to amend this Policy at any time and without notice. Any revisions shall automatically become effective when posted. Customer should review this Policy frequently, because each time Customer uses NTO's Services Customer will be bound by this Policy as then in effect. This Policy was last updated on January 1 , 2012.

THE 911 SERVICE PROVIDED BY NTO IS SUBJECT TO THE FOLLOWING LIMITATIONS:

- OUR 911 SERVICE MAY NOT WORK IF THERE IS A POWER OUTAGE.
- YOUR E-911 SERVICE MAY NOT WORK IF YOUR BROADBAND CONNECTION IS DISRUPTED OR CONGESTED FOR ANY REASON, OR IF YOUR SERVICE IS TERMINATED OR SUSPENDED FOR ANY REASON.
- YOUR 911 SERVICE MAY NOT BE OPERATIVE UNTIL SEVERAL DAYS AFTER YOU INITIATE SERVICE WITH NTO, OR CHANGE YOUR SERVICE ADDRESS.
- YOUR 911 SERVICE WILL NOT WORK IF YOU MOVE YOUR PHONE TO A NEW LOCATION WITHOUT FIRST ALERTING NTO OF SAID MOVE.
- YOUR 911 SERVICE MAY NOT WORK IF YOU USE NTO'S SERVICE AS REMOTE USE.
- YOUR 911 SERVICE MAY NOT WORK IF THE TELEPHONE NUMBER PROGRAMMED ON THE IP PHONE IS FROM A DIFFERENT GEOGRAPHIC RATE CENTER THAN WHERE THE IP PHONE IS PHYSICALLY LOCATED.
- YOUR 911 SERVICE MAY NOT WORK IF YOU INCORRECTLY FILLED OUT YOUR ADDRESS VERIFICATION FORM.
- YOUR 911 SERVICE MAY NOT WORK IF YOU USE A PC-BASED IP PHONE.
- YOUR 911 SERVICE MAY NOT WORK IF THE TELEPHONE NUMBER PROGRAMMED ON THE IP PHONE BEGINS WITH 8XX.

CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES OF THE LIMITATIONS LISTED IN THIS POLICY.

FOR E911 PURPOSES, NTO WILL ONLY REGISTER THE LOCATION LISTED ON CUSTOMER'S ORDER FORM OR THE CUSTOMER ADDRESS FORM. ONLY ONE LOCATION WILL BE REGISTERED PER TELEPHONE NUMBER. CUSTOMER AGREES TO ADVISE NTO IF THIS LOCATION INFORMATION IS INACCURATE, AND CUSTOMER AGREES TO UPDATE THIS LOCATION INFORMATION AT LEAST FIFTEEN (15) DAYS BEFORE A CHANGE OF LOCATION TAKES PLACE. IF CUSTOMER'S REGISTERED LOCATION IS INCORRECT OR HAS NOT BEEN UPDATED, THE 911 EMERGENCY OPERATOR WILL RECEIVE THE WRONG ADDRESS INFORMATION.

THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING 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 THE PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE E911 CALL DUE TO TECHNICAL FACTORS IN NETWORK DESIGN.