

## American Telephone Company E-911 DISCLAIMER

The E-911 Service provided by American Telephone Company (“ATC”) is a Voice-over Internet Protocol (“VoIP”) based service. This Disclaimer is provided to inform you of the circumstances under which E-911 service may not be available through VoIP service or may be in some way limited by comparison to traditional E-911 service. It is important that you read and understand this Disclaimer and inform all employees and guests of these important limitations.

CUSTOMERS OF ATC ACKNOWLEDGE THAT THE E-911 SERVICE PROVIDED BY ATC DOES NOT SUPPORT TRADITIONAL 911 ACCESS TO EMERGENCY SERVICES AND IS SUBJECT TO THE LIMITATIONS EXPLAINED IN THIS DISCLAIMER. TO AVOID THESE LIMITATIONS, ATC ADVISES CUSTOMER TO MAINTAIN OR ACQUIRE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES. CUSTOMER AGREES TO ADVISE ALL EMPLOYEES, VISITORS AND OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE CUSTOMER UTILIZES THE SERVICE OF EACH OF THE LIMITATIONS OF ATC’S E-911 SERVICE AND OF AN ALTERNATIVE MEANS OF 911 DIALING.

**CERTAIN LOCATIONS NOT SUPPORTED:** ATC’s E-911 emergency dialing feature is only available in the United States mainland (i.e., excluding Alaska, Hawaii, Puerto Rico, and Guam).

**REGISTRATION OF PHYSICAL LOCATION REQUIRED:** Customer must provide ATC with the address of the physical location where the Service will be used. When Customer moves the Equipment (Equipment refers to the ATC VoIP Adapter or any on premise equipment including soft phones), Customer must register the address of the new physical location with an ATC customer service representative. All E-911 calls are directed to emergency responders based upon the address registered with ATC. If the Equipment is moved and the new physical location is not registered, emergency responders will be dispatched to the previous physical address.

**E-911 SERVICE LIMITATIONS:** ATC E-911 Service will not function properly if Customer (i) uses a telephone number not native to the geographic area of the Customer’s physical location; (ii) attempts a 911 call from a location different from the Customer’s physical address registered by Customer to ATC; (iii) loses or experiences a disruption of electrical power; (iv) loses or experiences a disruption to Customer’s internet connectivity; (v) loses service as a result of cancellation or suspension for any reason, including without limitation for failure to pay ATC for services provided or other default; (vi) provides ATC with an incorrect or invalid Customer address or where such information is not updated with ATC in the event of a change in physical location; or (vii) uses equipment that fails to properly function or is improperly (or is not) installed or configured. E911 Services will not function until correct and valid address information has been provided to ATC and entered into the appropriate database(s), which may take up to 30 days from the date on which Customer registers a new address with ATC.

**LIMITATION OF LIABILITY AND INDEMNIFICATION:** ATC does not control how E-911 calls are answered or handled by any local emergency response center. ATC disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. ATC relies entirely upon third parties to route E-911 calls to local and national emergency response centers. ATC disclaims any and all liability or responsibility in the event such third party data used to route the call is incorrect or produces an erroneous result. Neither ATC nor its officers, directors or employees may be held liable for any claim, damage or loss, and Customer hereby waives any and all such claims or causes of action arising from or related to the E-911 Services, unless such claims arose from ATC's gross negligence, recklessness or willful misconduct. Customer, on its own behalf and on behalf of any third party, hereby agrees to defend, indemnify and hold harmless ATC, its officers, directors, employees and agents from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including attorneys' fees) relating to the absence, failure or outage of ATC's E-911 Service, including without limitation the emergency dialing service or access to emergency service personnel.

**CUSTOMER ACKNOWLEDGEMENT:** The Federal Communications Commission requires that ATC obtain affirmative acknowledgement that its VoIP subscribers have read and understand this Disclaimer. Please acknowledge, by signing below, that you have read this Disclaimer and understand the limitations associated with ATC's E-911 services described above. In the event that you are not completely comfortable with these limitations of ATC's E-911 Service, you should immediately take action to acquire an alternative means to access 911 services.