

Account Number



911 EMERGENCY DIALING

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF CLARITYTEL USA 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS. You agree to notify any user who may place calls using your Service, including any household residents or guests who may be present in your household, of the limitations of ClarityTel USA 911 Emergency Dialing. **We recommend that you maintain an alternative means of accessing emergency services in the event of Service disruption for any reason.**

ClarityTel USA 911 Service. ClarityTel USA 911 Emergency Dialing is not available in all areas. To activate this service where available, you must register the physical location of your Adapter with ClarityTel USA, and **that location must be within the geographic serving area of a Public Safety Answering Point ("PSAP") to which ClarityTel USA has enabled for this service.** If you fail to activate and properly configure 911 Emergency Dialing, the Service will not support 911 Emergency Dialing, and you acknowledge and agree to this requirement. **911 Emergency Dialing will not function until you receive notification from ClarityTel USA,** via electronic mail, website notation or some other means, that 911 Emergency Dialing has been successfully enabled for your Service, and you acknowledge and agree to this requirement.

Service Address. You provide the address for which you are ordering the Service ("Service Address") during the registration process, which will be utilized by ClarityTel USA in the establishment and operation of 911 Emergency Dialing as part of the Service. Failure to provide the correct and proper Service Address may result in misdirecting 911 calls to the incorrect PSAP or emergency operator and/or the failure to reach the correct location and render emergency service when requested. You acknowledge that 911 dialing will not function properly if you move your Adapter to another Service Address, either temporarily or permanently, unless the new Service Address has been properly recorded and is in an area for which ClarityTel USA provides 911 Emergency Dialing. You may change your Service Address by following the procedures specified on the ClarityTel USA website. The change of Service Address will not be effective until the change has been confirmed to you by ClarityTel USA, via email or other written correspondence. Change of Service Address will take a minimum of ten business days to properly update the 911 emergency databases.

Enhanced 911 ("E911"). In certain areas in which ClarityTel USA provides 911 Emergency Dialing, ClarityTel USA provides E911 capabilities, if you have activated and properly configured 911 Emergency Dialing. When the caller dials 911 on a ClarityTel USA-enabled phone with E911 service, ClarityTel USA will automatically deliver the location information you provided at the time of activation, or as subsequently and properly updated, validated and acknowledged by ClarityTel USA, to the PSAP with the 911 call. If the location information you provided is incorrect, the emergency call may be misdirected to a PSAP that does not serve your location, which as a result may be unable to render sufficient emergency service. You acknowledge that you are solely responsible for maintaining accurate physical location information on your ClarityTel USA account. If you move your ClarityTel USA equipment to another location, you must update your Service Address in accordance with the instructions on the ClarityTel USA website.

Basic 911. In some areas in which ClarityTel USA provides 911 Emergency Dialing, ClarityTel USA may not support E911, and your physical location information may not be automatically delivered to the PSAP with the 911 call. The PSAP or local emergency dispatcher receiving a non-E911 emergency call may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 911 call. **Therefore, a caller dialing 911 using ClarityTel USA may need to immediately tell the dispatcher the location of the emergency, and the caller must not prematurely disconnect the line, since the dispatcher may not have the phone number to call back the caller. If the caller is unable to speak or sufficiently describe the location, the emergency dispatcher may not be able to render emergency service to the appropriate location.**

911 Service Limitations. 911 Emergency Dialing will **not function** if the Adapter is not configured correctly or if your ClarityTel USA Service is not functioning for any reason, including, but not limited to, a power outage, high-speed service outage, or any suspension or disconnection of your ClarityTel USA Service. If there is a power outage, you may be required to reset or reconfigure your equipment in order to reactivate ClarityTel USA Service,

including 911 Emergency Dialing. For technical reasons associated with the possibility of network congestion in the event of a local disaster, there is a greater possibility that a ClarityTel USA 911 call will produce a busy signal, fail to be completed, or experience longer connection times, as compared to traditional 911 calls.

Acknowledgement. You understand and acknowledge that ClarityTel USA 911 Emergency Dialing has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. **These characteristics may make ClarityTel USA unsuitable to some users.** You should carefully evaluate your circumstances when deciding to activate ClarityTel USA service. You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your emergency calling needs, and to make the necessary provisions for access to emergency calling services, such as maintaining a conventional phone line or wireless phone as a backup means of completing emergency calls.

Suspension of Your Account. You acknowledge and understand that a Service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to, those reasons described elsewhere in this Agreement, will prevent **all service, including Emergency 911 Dialing.**

Indemnification. You acknowledge and understand that ClarityTel USA will not be liable for any Service outage and/or inability to dial 911 using ClarityTel USA or to access an emergency service personnel due to the characteristics and limitation of ClarityTel USA Service set forth in this document. You agree to defend, indemnify, and hold harmless ClarityTel USA, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to 911 dialing. You acknowledge that ClarityTel USA does not offer Lifeline service, and that we strongly recommend that you always have an alternative means of accessing emergency service. This provision supplements the general indemnification provision found below.

I certify that I have read the statements regarding ClarityTel USA's 911 service and I understand the limitations of the service and my responsibilities to maintain current location information with ClarityTel USA.		
_____	_____	_____
Customer Signature	Customer Printed Name	Date

ClarityTel USA Internal Use		
_____	_____	_____
Account Number	Reviewed By	Date Reviewed