



**CONVERGENT TELECOM, INC.
911 VOIP NOTICE AND DISCLAIMER**

The rules of the Federal Communications Commission (“**FCC**”) require Convergent Telecom, Inc. (“**Convergent**”), like all Voice Over Internet Protocol (“**VoIP**”) service providers, to inform its customers (“**Customer**”) of any differences between the 911 and E911 access capabilities available with VoIP service (“**Service**”) as compared to the 911 and E911 access capability available with traditional wire line telephone service. A copy of the FCC order adopting these rules may be found at <http://www.fcc.gov/cgb/voip911order.pdf>. It is important that Customer understands how these differences affect its ability to access 911 and E911 services. We ask that Customer carefully read this 911 VoIP Notice and Disclaimer (“**Disclaimer**”). If Customer has any questions or concerns about the information contained in this Disclaimer, or if Customer does not understand anything discussed in this Disclaimer, please contact our Customer Support at (585) 770-1000.

The FCC’s rules also require Convergent to obtain and keep a record on file showing that Customer has received and understood this Disclaimer. As such, we are not able to renew the Service until Customer certifies that Customer has received and understood this Disclaimer by signing below.

Convergent’s service is intended primarily for use within the domestic United States. VoIP phone service is fundamentally different from traditional telephone service and has inherent limitations. The Service, including 911 dialing, may be unavailable or limited in some circumstances, including without limitation the circumstances described below. By signing below Customer represents to CT that it has read this Disclaimer and is aware of the Service limitations outlined below and that Service will not be used by anyone other than Customer without first notifying the end user of such limitations.

Section 1. 911 LIMITATIONS OF SERVICE.

- a. **Relocation of End User Devices.** If Customer uses the Service in a location other than the Registered Location (as defined below) for that device, 911 calls may not be routed to the appropriate Public Safety Answering Point (“**PSAP**”) for the end user’s current physical location.

- b. **Broadband Connection Failures.** The Service will not be able to make calls if Customer loses connectivity to the Internet. Due to Internet congestion and network design issues, 911 calls placed through the Service may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.

- c. **Loss of Electrical Power.** Customer acknowledges that the Services will not function in the event of a disruptions or loss in electrical power. If Customer experiences a disruption or loss of electrical power, the Service will not function until electrical power is restored. Following an electrical power loss or disruption, Customer may need to reset or reconfigure its equipment prior to utilizing the Service.
- d. **Updating Registered Locations; Relocation of Equipment.** If Customer does not correctly identify the physical location of the Service when defining the Registered Location 911 calls through the Service may not reach the correct PSAP. Upon a relocation if Customer does not update its registered location, any 911 call made using the Service may not be routed to the appropriate PSAP for Customer's current location. At initial activation of the Service, and following any update to Registered Locations, there may be some delay before complete and accurate information is passed to the local emergency service operator.
- e. **Re-registration Required Upon Number Change or, Add/Port New Number.** Customer understands that if Customer changes its phone number or if it adds or ports new phone numbers to its account, unless and until: (i) Customer successfully registers the location for each newly added or newly ported phone number; and (ii) it receives confirmation from CT that such newly added or newly ported phone number is successfully registered the Service, including 911 dialing, may not function.
- f. **Equipment Failure and Misconfiguration.** Customer acknowledges that the Service will not function if the equipment at the Customer's Register Location fails for any reason, or by any misconfiguration of such equipment.

Section 2. **REGISTERED LOCATIONS.** Convergent relies on the location that is disclosed to it by Customer upon the initial set up of the Service ("**Registered Location**") at the time a 911 call is placed to route the call to the appropriate PSAP within the domestic U.S. and to provide the PSAP with Customer's location. Customer should verify and update the Registered Location information regularly as Registered Location information is not automatically updated. If Customer does not update the Registered Location or it is not complete, Convergent may attempt to route a 911 call based on earlier Registered Location information, which may not match Customer's actual location and may cause a 911 call to be misrouted and/or provide a PSAP with incorrect location information. Customer should always be prepared to provide its actual location to a call taker.

Section 3. **PSAP LIMITATIONS.** The PSAP designated to receive 911 calls for a particular Registered Location through the Service may not have a system configured for all

911 services. The PSAP may not be able to capture, retain or otherwise determine the phone number, Registered Location, or physical location of the VoIP device placing the 911 call. Accordingly, Customer must be prepared to provide such information to the PSAP. Until and unless Customer does so, the emergency service operator may be unable to call Customer back or to otherwise assist Customer in the event of an emergency

Section 4. WARNING LABELS AND CERTIFICATIONS. Customer must notify end users of the Service about the 911 limitations of the Service as outlined in this Disclaimer. Convergent provides Customer with warning labels regarding the limitations or unavailability of 911 services. Customer should place labels on or near each VoIP device used to access the Service. Customer will acknowledge and complete all advisory notices and certifications received from Convergent regarding 911 service. Customer acknowledges that it will inform all potential users who may be present at the physical location where it utilizes the Service of the limitations and difference herein described between VoIP phone services and traditional land line 911 dialing.

Section 5. CUSTOMER CHOICE. Each Customer must carefully evaluate the individual circumstances in deciding whether to rely solely upon the Service for 911 calling or to make necessary provisions for access to emergency calling services (i.e. maintaining a conventional landline phone as a backup means of completing emergency calls).

Section 6. LIMITATION OF LIABILITY AND INDEMNIFICATION. Convergent does not control how E911 calls are answered or handled by any local emergency response center. Convergent disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. Convergent relies entirely upon third parties to route E911 calls to local and national emergency response centers. Convergent 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 Convergent nor its officers, directors or employees may be held liable for any claim, damage or loss, and Customer hereby waive any and all such claims or causes of action arising from or related to the Services, unless such claims arose from Convergent'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 Convergent, 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 Convergent's Service, including without limitation the emergency dialing service or access to emergency service personnel.