

## ECFIBER'S E911 ACCESS

***ECFiber's E911 Service "(the Service)" is not a traditional telecommunications service and we provide it on a best efforts basis. Matters beyond our control may affect the Service, such as power outages, fluctuations in the Internet, maintenance, etc. ECFiber will act in good faith to minimize disruptions to your use of and access to the Service. Important distinctions exist between telecommunications service and the Service provided by ECFiber. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.***

Enhanced 911 (E911) service delivers address-specific (versus phone number-only) call-back information to public service answering points (PSAPs) whenever someone makes an emergency call. This enables emergency personnel to be dispatched to the scene even if the caller is unable to speak or if the call is suddenly disconnected.

ECFiber's E911 service – SUBJECT TO THE LIMITATIONS DESCRIBED BELOW – automatically routes emergency calls to dispatch operators at local PSAPs.

**BY ACTIVATING ECFIBER'S VOICE TELEPHONE SERVICE YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS DESCRIBED BELOW.**

### **1. EMERGENCY SERVICES – E911 DIALING**

**1.1 E911 Dialing.** With E911, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address, have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

**1.2 Notify All Users.** You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize ECFiber phone service of the important differences in and limitations of VOIP 911 Dialing as compared with basic 911 or E911. ECFiber provides you with stickers concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility to place the 911 Sticker as near as possible to each phone that you use with our service. If you did not receive a 911 Sticker or you require additional 911 Stickers, please contact our Office at 802-763-2262.

**1.3 Location of Service.** This Service is provided at a specific permanent address and not available as a nomadic offering. Before you move to another location, you must notify ECFiber to determine if service can be provided at your new permanent address.

#### **1.4 Service Outages**

**1.4.1 Service Outages Due to Power Failure or Disruption.** ECFiber provides all Customers with a battery backup that provides up to 8 hours of telephone calling time. These batteries are the property of ECFiber and are provided solely as backup for ECFiber-provided

services. ECFiber monitors these batteries remotely and will inform the Customer if and when it determines that a battery needs to be replaced. Failure of network power backup systems during a power failure or disruption will prevent all service, including 911 dialing, from functioning. ECFiber will schedule an appointment to replace any batteries whose voltage is low. If the customer fails to be present on the scheduled appointment day and time, ECFiber will no longer be responsible for any consequences of failure of network power backup systems.

**1.4.2 Service Outages Due to Internet Outage or Suspension or Disconnection of Internet Service.** Service outages or suspensions or disconnections of service by ECFiber for maintenance, or disconnection of your account for any reason, will prevent all service, including 911 service, from functioning.

**1.4.3 Service Outages due to Other Broadband Provider Blocking of Ports and other Acts.** A Third Party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that ECFiber is not responsible for the blocking of ports or any other impediment to your usage of the Service, including any loss of 911 service, by third parties. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the service in accordance with the ECFiber Subscriber Agreement.

**1.4.4 Other Service Charges.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

**1.5 Network Congestion; reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

**1.6 Disclaimer of Liability and Indemnification.** ECFiber does not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER ECFIBER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. You shall defend, indemnify, and hold harmless ECFiber, 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, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

**1.7 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

## 2.0 The FCC Mandate

On June 3rd 2005, the Federal Communications Commission (FCC) mandated that all Internet phone service providers interconnected to the public switched telephone network offer E911 as a standard element of their residential and business offerings.

**The FCC has also required Internet phone service providers to inform subscribers that, under certain circumstances, when 911 is dialed from a phone connected to an Internet phone service, E911 service may not be available, or the E911 service may be in some way be limited by comparison to traditional E911 service.**

These circumstances include:

1. When there is an electrical power outage not mitigated by the ECFiber-supplied battery back-up, service outage or suspension/disconnection of ECFiber service due to billing or other issues.
2. When there is a delay in the provision of ECFiber service ("dial tone") at the physical address provided at the time of account activation.
3. When a change of address has been reported, but not yet been updated on the ECFiber account.
4. When the local PSAP receiving EC Fiber E911 emergency service calls does not have a system configured for E911 services that enables the operator to capture and/or retain automatic number or location information.
5. When due to technical factors in network design and/or in the event of network congestion on the EC Fiber network, a ECFiber E911 call may produce a busy signal or experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional telephone networks.

ECFiber is committed to meeting the demands of our subscribers for E911 as well as the FCC's requirements with the same diligence and seriousness with which we have always approached this important telecommunications issue.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ECFiber's E911 ACCESS INFORMATION.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SUBSCRIBER SIGNATURE

\_\_\_\_\_  
PRINT SUBSCRIBER NAME

E911 ADDRESS: \_\_\_\_\_