

## **Intermedia Voice Services, Inc.** **Emergency 911 Policy and Information**

This document provides very important information about emergency 911 calling using the Internet phone service of Intermedia Voice Services, Inc. (“Intermedia Voice”). Capitalized terms used in this document but not otherwise defined have their respective meanings set forth in the Master Service Agreement between You and Intermedia Voice. **Note that this document is incorporated into the terms of your Master Service Agreement and creates a legally binding obligation on You.**

**READ THIS DOCUMENT VERY CAREFULLY, AS IT HAS AN EFFECT ON YOUR SAFETY AND THE SAFETY OF ANY OF YOUR USERS, EMPLOYEES, GUESTS AND VISITORS.**

Emergency 911 services (including Enhanced 911 or “E911”) are provided by Intermedia Voice as part of the Services.

Emergency 911 services provided by Intermedia Voice may differ from the emergency calling services provided by a traditional wireline provider. **These differences may have an adverse impact upon the ability or timeliness of the provision of 911 services to You or others in the event of an emergency.** In addition, due to limitations on technology, the location reported by Intermedia Voice to the public safety dispatcher for Your telephones may not include a User’s specific location within a business premise.

Following the procedures provided by Intermedia Voice’s Service Agent, You acknowledge and agree that You are responsible for the accurate reporting of the physical location where the Service is to be used (the “Service Address”) and for requiring each User to provide Intermedia Voice with the specific location in which they are located within Your premises in the event of an emergency. If any equipment used to provide the Service through the Internet is moved to another location, You are responsible for notifying Intermedia Voice, updating your account records to reflect the new Service Address where the Service is to be provided, and for requiring each User to update Intermedia Voice promptly when such User changes the physical location to which the Service is being provided. Even though a User may be able to use the Service without interruption in the event the User changes the physical location where the Services are to be provided, it may take time to update emergency dispatch information, which could result in the failure to dispatch emergency personnel to the proper location. **To be clear, You agree that You and your Users must re-register the Service Address with Intermedia Voice each time the Service Address changes.**

Enhanced 911 service has several limitations. Such limitations, including those discussed above, may prevent you from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason
- Defective or misconfigured customer premises equipment or software
- Network congestion
- Delays from updating your registered Service Address
- Non-voice equipment, such as security systems and medical monitoring equipment

- Relocating the equipment outside of the United States, which is prohibited by the
- Master Service Agreement
- Simultaneous use of one line with multiple pieces of equipment

In some cases, emergency calls may not be routed to the designated emergency response center in your area. Rather, an emergency call may be routed to an alternative emergency dispatch center that may not have access to any or all of your registered Service Address information. Consequently, a User should be prepared to provide sufficient information with respect to your physical location to dispatch emergency personnel to such User. This method may delay the dispatch of emergency personnel to the User's location. If the emergency call is disconnected for any reason prior to the time the User has provided a location, emergency personnel will have no way to contact the User or determine the User's identity or location, and the User should immediately redial 911.

You agree to advise any and all employees, invitees, and every other person who may make calls using the Service of the limitations described above, and to provide and affix the labels made from the template located at <http://intermediavoiceservices.com/legal> on or near all session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to the Service, and all computers having softphone software installed.

Finally, You acknowledge that You have read the above limitations with respect to emergency calls over the Service, that You understand these limitations, and that You agree to them.

You acknowledge and agree that if You are not comfortable with the limitations of Intermedia Voice's 911 service, that you should always have an alternative means of accessing emergency service. In order to ensure that You and your Users have access to emergency services, You acknowledge and accept that it is Your sole responsibility to purchase, from a third-party separately from Intermedia Voice, traditional wireless or landline telephone service as a backup means of completing emergency calls. If the Service is used in a home office environment, it is not intended to be used for personal, residential, nonbusiness or nonprofessional commercial use. A home office user must provide alternative arrangements for residential emergency calls.

Please contact our support group for instructions on E911, including how to update Your Service Address and associate Users to Service Address other than the default address.

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**READ THIS DOCUMENT VERY CAREFULLY, AS IT HAS AN EFFECT ON YOUR SAFETY AND THE SAFETY OF ANY OF YOUR USERS, EMPLOYEES, GUESTS, AND VISITORS.**

Dear Intermedia Voice Customer:

Emergency 911 Services (including Enhanced 911 or "E911") provided by Intermedia Voice may differ from the emergency calling services provided by a traditional telephone company. **These differences may have an adverse impact upon the ability or timeliness**

**of the provision of 911 services to you or others in the event of an emergency.** In addition, due to limitations on technology, the location reported by Intermedia Voice to the public safety dispatcher for your telephones may not include a user's specific location within a business premise. For this reason, it is important that you carefully follow the instructions below.

Upon subscribing to our service, you completed a form requiring you to provide the street address, city, and state ("Service Address") where you will be using your Intermedia Voice service. Many of our customers have access to either basic 911 or E911 service. Using E911 service, when you dial 911, your Intermedia Voice telephone number and registered address are sent to the emergency center serving your location and public safety dispatchers have access to this information in order to send help and call you back if necessary. Customers in areas where the emergency center is not equipped to receive your telephone number and address have basic 911 or limited E911 service. Using basic 911 or limited E911 service, when you dial 911, public safety dispatchers answering the call may not be able to access your Intermedia Voice telephone number or registered address because the emergency center may not be equipped to receive or capture your Intermedia Voice telephone number and registered address. Therefore, you must be prepared to supply this information on the call. Until you supply the public safety dispatchers with your phone number, the dispatcher may not be able to send help or call you back if the call is disconnected or dropped, or if you are unable to communicate.

For the purposes of 911, you must register with Intermedia Voice the physical location where each user will utilize our service with that phone line. We will register the physical location or Service Address you provide as part of subscribing to our service. It is your responsibility to confirm the accuracy of your Service Address by using your online account to make any changes, additions or transfers of phone numbers. In addition, it is your obligation to require each user to provide Intermedia Voice with their specific location within your premises in the event of an emergency. When you move your device to another location, you must update your registered address. It is also your responsibility to require each user to update Intermedia Voice promptly when such user changes the physical location to which service is provided. If you (and your users) do not update location information, your 911 calls may be sent to an emergency center near your old address. You may register only one 911 location at a time for each phone line. **To be clear, you and your users must re-register the Service Address with Intermedia Voice each time the Service Address changes.**

In some cases, emergency calls may not be routed to the designated emergency center in your area. Rather, an emergency call may be routed to an alternative emergency center that may not have access to any or all of your registered Service Address information. Consequently, a user should be prepared to provide sufficient information with respect to your physical location to a public safety dispatcher. This method may delay the dispatch of emergency personnel to the user's location. If the emergency call is disconnected for any reason prior to the time the user has provided a location, emergency personnel will have no way to contact the user or determine the user's identity or location, and the user should immediately redial 911.

Remember that our 911 dialing service will not function in the event of a broadband or power outage, or if your broadband, ISP, or Intermedia Voice phone service is terminated. In addition, our 911 dialing service will also not work in the event of defective or misconfigured devices or software; network congestion; delays from updating your Service Address; restrictions from non-voice equipment such as security systems and medical monitoring equipment; relocating the equipment outside of the contiguous United States; the simultaneous

use of one line with multiple pieces of equipment; the failure of the emergency response center to answer your calls; failures of third parties responsible for routing 911 calls; and possibly other circumstances.

You should advise all employees, invitees, guests, visitors, and every other person who may make calls using the service of the limitations described above.

**It is important that you place the label “tent card” (supplied with this letter) next to all devices which use the Intermedia Voice service, including all session initiation protocol (“SIP”) telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to our service, and all computers having softphone software installed. The tent card should be conspicuously located near each device so that a caller can easily see it. Failure to situate a label or tent card near each device may result in a caller not knowing that he/she may not be able to reach 911 in the event of an emergency.**

To check your 911 activation status, login to your account or dial support from your Intermedia Voice phone. If you would like more information about Intermedia Voice’s 911 dialing, please see the Intermedia Voice Emergency 911 Policy and Information (E911 Policy), which is part of the Intermedia Voice Master Service Agreement, or feel free to visit <http://www.intermediavoiceservices.com/legal>.

Sincerely,  
Intermedia Voice Customer Service

Enclosure

**PRINT AND USE ONE TENT CARD FOR EACH PHONE LINE AND DEVICE.**

(Please fold along the line below and place this card next to your phone)

**W A R N I N G**

This is VoIP Service. E911 Service may be limited or unavailable

**IMPORTANT:** Intermedia Voice emergency calling service/911 might not be available under certain circumstances.  
If the physical service address that you have registered with Intermedia Voice is different than the location of the device you are using to dial, emergency 911 calls will be routed to that registered address rather to the location from which you are dialing.  
To verify or change your physical service address, login to the control panel for your Intermedia Voice account and update the address.