



## FirstLight E911 Acknowledgement

FirstLight provides access to emergency calling services, allowing most FirstLight users to access Enhanced 911 (E911) service. FirstLight users with a phone line, using Voice over IP (VoIP) Phones, can dial 911 directly from their IP phone line. Virtual extensions and mobile users without a digital line cannot complete 911 calls.

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

### E911 Service Limitations

When 911 is dialed using voice services from FirstLight, the FirstLight phone number and the Registered Address provided is sent to the local emergency center serving the location. In some areas, emergency operators have access to this information, however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see the FirstLight telephone number or the Registered Address. The caller should always be prepared to provide the emergency operator with the FirstLight telephone number and Registered Address in case the call is dropped or disconnected. If the Caller is unable to speak, the emergency operator may not be able to send help to the location and/or call the Caller back should the call be disconnected. FirstLight does not control whether the emergency operator receives the telephone number and Registered Address.

In some cases, 911 calls dialed from the FirstLight IP phone cannot be directed to the local emergency response center. That might happen if there is a problem validating the Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that did not validate against the automatic location information (ALI) database may not include your FirstLight telephone number or the Registered Address. In an emergency, the operators may request your name, location, and telephone number and attempt to reach emergency responders in your local area. However, until the Caller gives the operator the phone number, and location, he/she may not be able to call back or dispatch help to the location if the call is dropped or disconnected. Accordingly, Caller must be prepared to give the basic 911 operator this information. Until and unless Caller does so, the basic 911 operator may not be able to call back or to otherwise assist in the event of an emergency.

### Notification to Employees, Guests, or Other Users

FirstLight's Customer must notify any employees, contractors, guests, or persons who may place calls using the FirstLight service or may be present at the physical location where the service may be used, of the limitations of FirstLight's 911 service from the IP phone, other equipment, or the Softphone. Customer must affix a FirstLight provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services.

### E911 Service Availability

Service interruption or reduced service quality may be experienced at any time and without notice. Electric power outages affecting the area in which services are being utilized will interrupt the service or result in a loss of the service. While FirstLight will make commercially reasonable efforts to minimize the disruptive effects of such interruptions, degraded service quality, or outages, FirstLight makes absolutely no guarantees or assurances that these will not occur. Such commercially reasonable efforts are



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FirstLight's sole obligation regarding such interruptions. Any outages or other service disruption may include loss of emergency 911 Service dialing capabilities for extended periods of time.

E911 service may be limited or unavailable in the following additional circumstances:

1. In certain geographic areas where FirstLight has limited access (or no access at all) to the PSAP's facilities.
2. If broadband connection, devices, services or other broadband access connections are disconnected, suspended, or interrupted, or Customer is experiencing any disruption whatsoever to the Internet access.
3. If Caller attempts to request emergency assistance be sent to a location other than the Registered Address that was previously provided to FirstLight, as may be adjusted from time to time.
4. If there are network congestion, disruptions, or other problems associated with FirstLight's network or any network in use in connection with the service.
5. If service is interrupted or terminated for any reason, including the suspension or termination of the account with FirstLight for non-payment of invoices.
6. If the service experiences any network disruptions which prevent the transmission of the Registered Address which was provided.

Customer will agree to assume the risk of losing emergency 911 dialing capabilities and consent to the disclosure of telephone number and other identifying information to Emergency 911 authorities as FirstLight deems necessary in its sole opinion and discretion.

### Registering Service Address

Customer must register the address of the physical location where each IP phone line is with FirstLight prior to the activation of the IP phone line. Each IP phone line is required to have a Registered Address for each physical service location. Service will not be activated until Customer has provided this information to FirstLight. Customer must use FirstLight voice services only at the Registered Address provided for the applicable IP phone lines. If Customer moves a registered device, Customer must immediately update the Registered Address with the new physical location of the device with FirstLight. If Customer does not update the Registered Address, any 911 calls made from the device will be sent to the wrong emergency response center and will not transmit the current location information to emergency responders, delaying emergency assistance. It may take up to several hours for the address update to take effect. Customers with more than one IP phone line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each IP phone line.

Customer acknowledges that any Registered Address and/or use of service from any location outside the United States will be unable to use or access E911 service or place any E911 emergency calls. Customer's physical location(s) may NOT be a post office box, mail drop or similar address. Neither FirstLight nor Customer shall assume under any circumstances that Customer's physical office location for E911 calling purposes is the same as Customer's billing address for receipt of invoices.



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### Limitation of Liability and Indemnification

CUSTOMER ACKNOWLEDGES AND AGREES THAT FIRSTLIGHT DISCLAIMS ANY AND ALL LIABILITY FOR ANY SERVICE OUTAGE OR INABILITY TO COMPLETE EMERGENCY 911 CALLS FROM ANY CUSTOMER LINE OR CUSTOMER PREMISES OR TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS FIRSTLIGHT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LAWSUITS, LOSSES, DAMAGES, LIABILITY, FINES, PENALTIES, COSTS, AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS, ARISING FROM, OR RELATED TO, ANY ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, EMERGENCY 911 CALLING AND/OR INABILITY OF CUSTOMER OR ANY CUSTOMER EMPLOYEE, THIRD PERSON OR PARTY, OR USER OF FIRSTLIGHT'S SERVICE TO BE ABLE TO CALL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL. IN NO EVENT SHALL FIRSTLIGHT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES RELATED TO CUSTOMER'S (OR ANY CUSTOMER EMPLOYEE, AGENT, OR CONTRACTOR, OR THIRD PERSON OR THIRD PARTY OR USER OF FIRSTLIGHT'S SERVICE) USE OF OR INABILITY TO USE E911 SERVICES.