



911/E911 Disclosure Notice

FCC E911 ADVISORY: PURSUANT TO FCC REQUIREMENTS, FIRSTDIGITAL COMMUNICATIONS, LLC, A UTAH LIMITED LIABILITY COMPANY (TOGETHER WITH ITS AFFILIATES, "COMPANY") IS REQUIRED TO ADVISE ITS CUSTOMERS OF ANY LIMITATIONS THAT E911 SERVICE MAY HAVE IN COMPARISON TO TRADITIONAL E911 SERVICE, WHICH ARE SET FORTH IN THIS E911 DISCLOSURE AND ACKNOWLEDGEMENT (THE "E911 DISCLOSURE").

FirstDigital's service offerings include traditional telephony and Voice Over Internet Protocol (or "VOIP"). 911/E911 service is a mandatory component of all FirstDigital traditional and VoIP services. FirstDigital's 911/E911 Service enables its end-user customers who purchase and use certain FirstDigital communications services (each a "Customer" and collectively, the "Customers") to communicate with emergency services by dialing 911.

This E911 Disclosure is part of, and incorporated by this reference into, FirstDigital's Universal Terms of Service (the "UTOS"). Capitalized terms not otherwise identified in this E911 Disclosure shall have the meanings ascribed to such terms in the UTOS. In case of any inconsistency between the UTOS and this E911 Disclosure, the terms and conditions of the UTOS shall prevail and govern.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT ACCESS TO EMERGENCY SERVICES THROUGH 911 OR E911 IS LIMITED AND THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO E911, OR TRANSMIT THE LOCATION OR EXTENSION, IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. 911/E-911 ARE PROVIDED ON A COMMERCIAL REASONABLE BASIS AND ARE NOT GUARENTEED AS SERVICE IS PROVIDED VIA VOIP. AS SUCH THE CUSTOMER RELEASES FIRSTDIGITAL FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY AND OPERATION OF E911 OR 911 SERVICES. Examples include voice over Internet protocol (VoIP), Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage or network related event, Customer should have a basic business or copper line for elevator, alarm, 911/E911, and other critical functions. By proceeding with use of Services, you assume all responsibility and risk of harm, loss, or damage in the event that 911/E911 access fails, is not possible, or does not provide the address, correct address, extension, or other information to emergency authorities. Customer shall inform ALL employees, staff, users, and other third persons who may be present at Customer's physical location(s) where Customer uses FirstDigital VOIP Service of the non-availability of traditional 911 or E911 dialing and access from FirstDigital Service and equipment.

CUSTOMER ACKNOWLEDGES THAT ANY CALLER USING THE VOIP SERVICE FROM ANY LOCATION OUTSIDE THE UNITED STATES WILL BE UNABLE TO USE OR ACCESS E911 SERVICE OR PLACE ANY E911 EMERGENCY CALLS.

1. Customer Information

Prior to the initialization of service, the Customer shall provide accurate name and address information for any end user of the Services (“End User”) where the Service will first be utilized (also known as “Registered Location”) for the purpose of updating the E911 Data Base. If the End User address provided on a Service Order does not convert to a valid Master Street Address FirstDigital will notify Customer and stop all processing of the order until Customer provides a valid address.

- 1.1 Customer assumes all responsibility for the accuracy of the End User data that Customer provides to FirstDigital for entry into the E911 Data Base and agrees to periodically audit all of their users for 911 address accuracy.
- 1.2 Customer bears the responsibility to notify FirstDigital of any changes to the End-User Data (such as: change of address, addition of new numbers, etc.). Customer shall indemnify and hold FirstDigital harmless from any claims, damages, or suits related to the accuracy of data provided by Customer for inclusion in the E911 Data Base.
- 1.3 Customer will provide (and update as necessary) FirstDigital with accurate information related to E-911 Service, including, but not limited to: location of individual telephone stations and a description of Customer’s facilities, equipment and software for the Services.
- 1.4 Customer’s accepts responsibility to update the physical location information if it differs from the prior Registered Location.
- 1.5 Customer also acknowledges FirstDigital may require up to ten (10) days to submit correct address information to E911 database and during this period of time the E911 database may have the wrong address information.
- 1.6 Based upon the information supplied by Customer, FirstDigital will provide the Services and advise the appropriate agencies as required.
- 1.7 Customer acknowledges that setting their VOIP service Calling Party Number (ANI) to restricted or anonymous or from a spoofed Calling Party Number (ANI) will cause 911/E911 to route improperly which, could interfere or delay connecting with the 911/E911 Police Service Access point (PSAP).
- 1.8 Customer acknowledges and understands that Broadband phone services do not comport with traditional 911 dialing service offered by traditional telephone carriers. Broadband 911 dialing will not function if the Customer loses electrical power or broadband internet connection or if anything on the Customer’s wide area network or local area network blocks the Customer’s connection to FirstDigital’s platform

2. Service Interruption

2.1 Power Failure or Disruption

Customer acknowledges and agrees that emergency dialing will not function in the event of a power failure or disruption. If there is an interruption in the power supply, a power surge, or a power failure, the Service and emergency dialing will not function until power is restored. Customer acknowledges and agrees that a power failure, power surge, or power disruption may require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency 911 calls.

2.2 Service Suspension or Termination by FirstDigital

Customer acknowledges and agrees that a Service outage or suspension (including, without limitation, suspension of Service due to billing issues or delinquent or unpaid invoices) or termination of Service by FirstDigital will prevent **ALL** Service, including the ability to make emergency 911 calls.

2.3 Other Service Outages

Customer acknowledges and agrees that if there is a Service outage for **ANY** reason, such outage will prevent **ALL** Service, including the ability to make emergency 911 calls. Such outage may occur for a variety of reasons, including, without limitation, those reasons described elsewhere in this E911 Disclosure or the UTOS.

2.4 Non-Voice Systems

Customer acknowledges that 911/E911 services are not set up to function with outdialing systems such as security systems, alarm systems, medical monitoring equipment, TTY Equipment or entertainment or satellite television systems. FirstDigital will not be liable for interruption or disruption of such systems by these services.

3. Events of Change

3.1 Add or Port New Numbers

Customer acknowledges and agrees that emergency 911 calls do not function with respect to telephone numbers that Customer changes, adds, and/or ports to Customer's account unless and until Customer successfully activates the 911 calling feature for each such changed, newly added, and newly ported telephone number. Even if Customer successfully activates 911 emergency dialing with other telephone numbers through which Customer receives Service, Customer acknowledges and agrees that Customer **MUST** separately activate emergency 911 calling for any and all changed or newly added or ported telephone number(s).

3.2 Location Change

Customer acknowledges and agrees that emergency 911 calling will not function properly or at all if Customer moves, relocates, or otherwise changes Customer's physical office location(s) to any different street address, unless and until Customer successfully activates the emergency 911 calling capability at each such physical location. Even if Customer successfully activates emergency dialing from Customer's previous physical office location(s), Customer acknowledges and agrees Customer **MUST** re-activate emergency dialing for any new physical office location. Customer acknowledges and agrees that Customer's failure to provide FirstDigital with Customer's updated and correct physical office location(s) will result in any emergency 911 calls being routed to the incorrect PSAP or local emergency service provider. Neither FirstDigital nor Customer shall assume under any circumstances that Customer's physical office location for emergency 911 calling purposes is the same as Customer's billing address for receipt of invoices.

3.3 Physical Location

Customer shall provide FirstDigital the physical location of each device used to make or receive calls, and FirstDigital shall not initiate Services until it has received this information. If the Customer relocates any device, it shall promptly notify FirstDigital's Customer Care Department of the device's new location by phone at

(801) 379-3000, or by e-mail at CustomerService@FirstDigital.com and shall pay any fees associated with updating the location database.

4. E911 Characteristics

4.1 E911 Suitability

Customer understands and acknowledges that E911 services over VOIP have certain characteristics which are distinguishable from traditional, circuit-switched 911 service. These characteristics may make E911 services unsuitable for some customers. Since Customer circumstances can vary widely, Customer should carefully evaluate its own circumstances when deciding whether to rely solely upon E911 service.

4.2 Technology Choice

Customer understands and acknowledges it is Customer's obligation and responsibility to determine the technology or combination of technologies best suited to meet Customer's emergency call needs, and to make the necessary provisions for access to emergency calling services where needed, maintaining a separate conventional landline or wireless phone as a backup means of completing emergency 911/E911 calls.

4.3 Limitations

The following characteristics distinguish VOIP E911 service from traditional, circuit-switched 911 service:

- 4.3.1 E911 Service will not function if Customer has an internet connection failure, Phone or Videophone fails or is not configured properly, or if Firewall and router settings are changed or modified.
- 4.3.2 E911 Service will not function if Customer experiences an electrical power outage, broadband or other internet service outage, or suspension or disconnection of service resulting from payment issues.
 - 4.3.2.1 If there is a power outage Customer may be required to reset or reconfigure the equipment before being able to use the service including for 911/E911 purposes.
- 4.3.3 E911 Service may not function if a customer relocates equipment or uses a non-native telephone number, or for any other reason beyond FirstDigital's control.
- 4.3.4 After initial activation of 911/E911 service and following any change of and update to Customers physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into FirstDigital's E911 database prior to service activation, but no guarantee can be made that the automatic number identification (ANI) and location information will be activated within this schedule.
- 4.3.5 The local emergency service operator receiving the E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain ANI or location information. This means the operator may not know the phone number or physical location of the person making the E911 call.
- 4.3.6 Due to technical factors in network design, and in the event of network congestion on the network, there is a possibility a 911 call will produce a busy

signal, the caller will experience unexpected answering wait times or the local emergency service operator will take longer to answer the call than 911 calls placed via traditional circuit-switched telephone networks.

- 4.3.7 Location and callback information associated with a device will normally be automatically forwarded to an emergency dispatch center when using FirstDigital 911 Dialing. Because some emergency dispatch centers are not equipped to receive such location and callback information, the Customer acknowledges that it may need to provide location and callback information verbally. Automatic forwarding of location and callback information is not activated for any device until FirstDigital notifies Customer by e-mail that it has been activated

5. Limitation of Liability

Customer acknowledges and agrees that FirstDigital's liability is strictly and expressly limited for any Service outage and/or inability to complete E911 calls from any Customer line or Customer site or to access emergency service personnel, as set forth in the UTOS.