



1. EMERGENCY SERVICES - 911 DIALING

a. 911 ACKNOWLEDGEMENT AND WARNING LABELS. END USER ACKNOWLEDGES THAT 1 POINT COMMUNICATIONS LLC'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME MANNER THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION AND END USER AGREES TO NOTIFY ALL POTENTIAL USERS OF THE SERVICES WHO MAY PLACE CALLS USING END USER'S SERVICES OF THE 911 LIMITATIONS DESCRIBED HEREIN. 1 POINT COMMUNICATIONS LLC WILL PROVIDE END USER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. END USER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, END USER MAY REQUEST THEM FROM 1 POINT COMMUNICATIONS LLC. 1 POINT COMMUNICATIONS LLC WILL PROVIDE END USER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM END USER. BY AGREEING TO THESE TERMS OF SERVICE, END USER AGREES THAT 1 POINT COMMUNICATIONS LLC HAS ADVISED END USER OF THE CIRCUMSTANCES UNDER WHICH BASIC OR E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. 1 POINT COMMUNICATIONS LLC STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES VIA A TRADITIONAL PHONE LINE OR A WIRELESS PHONE.

b. Limitations Applicable to 911 Service.

In some states, or in certain areas within some states, even if you have 1 POINT COMMUNICATIONS LLC E911 service, due to technical limitations of the 911 systems in those states or areas, the Public Safety Answering Point ("PSAP") or local emergency service dispatcher receiving 1 POINT COMMUNICATIONS LLC E911 calls may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, if you dial 911 using 1 POINT COMMUNICATIONS LLC service, you must immediately tell the dispatcher your name, address (or the location of the emergency, if different) and phone number. You must also take care not to disconnect the line. If you disconnect the line before you have given the dispatcher your phone number, the dispatcher may not be able to call you back. If you are unable to speak and describe your location, the dispatcher will not be able to locate you. 1 POINT COMMUNICATIONS LLC cannot guarantee that all PSAPs will maintain lines to answer alternative 911 services. In the event that any PSAP shall provide reasonable notice to 1 POINT COMMUNICATIONS LLC of its decision not to answer alternative 911 calls, 1 POINT COMMUNICATIONS LLC shall make reasonable efforts to notify service users with registered service addresses within the area serviced by the PSAP. .

c. Registration of Physical Location Required.

Location. For each phone number that you use for the Service, you must register with 1 POINT COMMUNICATIONS LLC the physical location where you will be using the Service with that phone number. 911 calls will not function correctly if you move your 1 POINT COMMUNICATIONS LLC equipment to a location other than that provided when you registered for the service. In such event, in order to have 911 calling routed correctly and for emergency responders to receive accurate location information, you must update your service address in accordance with the instructions on the 1 POINT COMMUNICATIONS LLC service website. Unless you have updated your service address and allotted the sufficient, advised time, for the service address update provisioning to complete, 1 POINT COMMUNICATIONS LLC recommends that you use alternative means of accessing 911. Failure to update your service address immediately after any instance in which you have moved your equipment may result in 1 POINT COMMUNICATIONS LLC terminating your service without notice to you or penalty to 1 POINT COMMUNICATIONS LLC. You acknowledge and understand that 1 POINT COMMUNICATIONS LLC will not be liable for any service outage and/or inability to dial 911 using your service or to access emergency service personnel. You agree to defend, indemnify, and hold harmless 1 POINT COMMUNICATIONS LLC, 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 (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

d. Service Outages.

(1) Service Outages Due to Power Failure or Disruption. 911 dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 dialing will not function until power is restored.

(2) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 dialing, from functioning.

(3) Service Outage Due to Suspension or Termination of Your 1 POINT COMMUNICATIONS LLC Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 dialing, from functioning.

(4) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other 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 the blocking or impediment is otherwise resolved, your Service, including the 911 dialing feature, may not function. You acknowledge that 1 POINT COMMUNICATIONS LLC is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 dialing, which may result. 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 terminate the Service in accordance with this Agreement.

(5) Other Service Outages. 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.

(6) 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.

(7) If you do not correctly identify the actual location where your equipment will be located at the time you register for the service, 911 communications may be misdirected to an incorrect local emergency service provider.

(8) If you have call forwarding, find me/follow me, do not disturb, or other features programmed and in use at the time you dial a 911 call, and your 911 call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.

(9) 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 terminating the Service.