

AxisInternets Emergency 911 Services

Your safety is important to us; as a result the following requirements have been put into place and are required by ALL customers whether they are using our Axis-VoIP Hosted PBX, Axis-Trunks and / or our 911 services.

1. ***Emergency Services – 911 Dialing***

- a) **911 Dialing:** Axis-VoIP 911 Dialing is different than traditional 911 services.

Most of our customers (other than customers of our Wi-Fi, Softphone and other nomadic products) have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is 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 (AxisInternet) 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.

- b) **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 the Service of the important differences in and limitations of AxisInternet VoIP 911 Dialing as compared with basic 911 or E911.
- c) **Registration of Physical Location Required:** For each phone number that you use for the Service, you must register with AxisInternet the primary physical location where you will be using the Service with that phone number / extension. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address and as a result fees may be accrued. You will register your initial location of use when you subscribe to the Service. Thereafter, it's the customers responsible to provide updates to the (DGF) Data gathering form. The updated DGF must be either emailed to 911@axint.net OR updated in the user portal. For purposes of the 911 Dialing feature, if you are adding or updating more than 1 number you are required to fill out the Axis-911_DGF_form.csv.
- d) **Confirmation of Activation Required:** Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line. It is recommended that you test 911 services by making a test call to the 911 operator and advising her that this is a test and verify the address of record.
- e) **Custom Tag:** For tenant level customers please note when creating / editing the extension the Customer Tag field is used for 911 Caller ID ONLY! This field is to be propagated with an 11 digit number that has been configured through AxisInternet for 911 at the location where the extension is located. It is the responsibility of the account Administrator to make sure this information is up to date at all times. If AxisInternet is administrator of the tenant, the customer is required to follow section 1 sub section c above.

2. ***Service Outages***

- a) **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. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.
- b) **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service:** Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

- c) **Service Outage Due to Disconnection of Your AxisInternet VoIP Account:** Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.
 - d) **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 impedes 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 AxisInternet Inc. 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 disconnect the Service in accordance with this Agreement.
 - e) **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.
3. **Re-Activation Required:** 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.
4. **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.
5. **Disclaimer of Liability and Indemnification:** We (AxisInternet) do 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 any and 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 AxisInternet nor its officers or employees 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 AxisInternet, 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.
6. **Alternate 911 Arrangements:** If you are not comfortable with the limitations of the 911 Dialing service, you acknowledge that it is your duty to secure alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

By: _____

Company: _____

Print Name: _____

Date: _____