

DIGITAL VOICE DISCLAIMER AND LIMITATION OF LIABILITY

LPC Digital Voice 911 Disclaimer and Limitation of Liability

The following information relates to emergency services dialing and is an important part of the terms and conditions for Digital Voice service as provided by Longmont Power & Communications ("LPC Digital Voice Service"). Your signature on the "Customer Acknowledgment and Authorization" acknowledges that you have read, understood, and accept the limitations of LPC Digital Voice Service and its reliance on VoIP (Voice over Internet Protocol) relative to emergency services & 911 dialing as described below.

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE LPC DIGITAL VOICE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF LPC 911 EMERGENCY DIALING SERVICE ("LPC E911 SERVICE"), AND UNDERSTAND THE DISTINCTIONS BETWEEN LPC E911 SERVICE AND TRADITIONAL 911 CALLS.

- LPC E911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE LPC E911 SERVICE WITH YOUR CURRENT LOCATION
- LPC E911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE
- LPC E911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELED BY YOU OR TERMINATED BY LPC

YOU SHALL INDEMNIFY LPC FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY USER OF THE LPC DIGITAL VOICE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING LPC E911 SERVICE.

All of LPC Digital Voice Service customers have access to Enhanced 911 (E911) service ("LPC E911 Service"). With LPC 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. Although they have access to this information, please be prepared to provide any information requested by the emergency operators, if possible.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

Registration of Physical Location Required.

Use of LPC Digital Voice Service is permitted only at the address to which it is registered. Use from an alternate location is strictly prohibited. Should LPC be required to direct emergency personnel, the location information that is provided to an emergency operator is always the address that you provided when the Service was ordered. In addition, you are agreeing to cooperate with LPC's efforts to provide you with LPC E911 Service. For example, it is incumbent on you to confirm the accuracy of your physical address with LPC. For purposes of LPC E911 Service, you may only register one location at a time for each phone line. Regardless of what address you register for a portable device, emergency calls you make from these devices will be routed to the LPC Digital Voice Service national emergency response center.

Notify All Users / Inform All Present.

You are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize LPC Digital Voice Service of the important differences in and limitations of E911 Service as compared with traditional 911 land line or cell phone service.

Re-Registration Required if You Change Your Number or Add or Port New Numbers.

LPC E911 Service 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 and receive confirmation from LPC.

Confirmation of Activation Required.

Your LPC E911 Service will not be activated for any phone line that you are using with the LPC Digital Voice Service, unless and until you receive an email from LPC confirming that the LPC E911 Service has been activated for that primary phone number. The activation may take up to three days to complete.



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Service Outages.

You acknowledge that LPC is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination of your LPC Digital Voice Service or any failures resulting from local or national disasters.

a. **Service Outages Due to Power Failure or Disruption.** You acknowledge and understand that the LPC E911 Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, LPC Digital Voice Service, including LPC E911 Service, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the VoIP device prior to utilizing LPC Digital Voice Service, including LPC E911 Service.

b. **Service Outages Due to Internet Outage or Suspension or Disconnection of Service.** Service outages or suspensions or disconnections of LPC Digital Voice Service by LPC will prevent all LPC Digital Voice Service, including LPC E911 Service, from functioning. You acknowledge and understand that the LPC Digital Voice Service and E911 Service requires a fully functional broadband connection to the Internet, which is provided by LPC as part of the LPC Digital Voice Service package.

c. **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all LPC Digital Voice Service, including LPC E911 Service, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

Network Congestion & Reduced Speed.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing LPC Digital Voice Service as compared to traditional 911 dialing over traditional public telephone networks.

Disclaimer of Liability and Indemnification.

LPC does not have any control over whether, or the manner in which, calls using the LPC E911 Service are answered or addressed by any local emergency response center. LPC disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. LPC relies on third parties to assist us in routing 911 calls to local emergency response centers and to a national emergency calling center. LPC disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. You acknowledge and understand that LPC will not be liable for any LPC Digital Voice Service outage and/or inability to dial 911 using the LPC Digital Voice Service or to access emergency service personnel due to the characteristics and limitation of the LPC Digital Voice Service as set forth in this document. You agree to defend, indemnify, and hold harmless LPC, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the LPC Digital Voice Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the LPC Digital Voice Service relating to the absence, failure or outage of the LPC Digital Voice Service, including those related to the LPC E911 SERVICE, incorrectly routed LPC E911 Service calls, and/or the inability of any user of the LPC Digital Voice Service to be able to use LPC E911 SERVICE or access emergency service personnel.

Alternate 911 Arrangements.

You acknowledge that LPC does not offer Lifeline service, and that if you are not comfortable with the limitations of the LPC E911 Service, LPC strongly recommends that you always have an alternative means of accessing emergency service.