



## Important 911 and E911 Disclosure and Notice - United States

The Federal Communications Commission (“**FCC**”) requires that all Voice Over Internet Protocol (“**VoIP**”) service providers inform their customers of the differences between the 911/E911 access capabilities available using a VoIP-based service (“**VoIP 911/E911 Service**”) as compared to the 911/E911 access capability available using traditional telephone service. Further details about the order issued by the FCC can be found at <https://transition.fcc.gov/cgb/voip911order.pdf>. The FCC's rules also require that VoIP providers obtain and keep a record on file showing that their customers have received and understand these limitations. By executing a Service Order with Fusion, Customer affirmatively acknowledges that (i) it has read and understands this Notice, (ii) it understands that it may not be able to contact emergency services by dialing 9-1-1 using a VoIP-based service, and (iii) it understands that it must inform the users of its VoIP service that they may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911/E911 Service.

### **I. Differences in VoIP 911 Capabilities**

VoIP 911/E911 Services differ from 911/E911 access capabilities using traditional telephone service. The following list outlines some of the key differences, along with steps that may be taken to mitigate those differences:

1. **Power Outage**. Fusion’s VoIP 911/E911 Services may not operate during a power outage. Providing backup electrical power to VoIP access devices will mitigate this limitation.
2. **Broadband Service Disruption**. Disruptions to Customer’s broadband service will prevent calls to 911 and E911 from completing. Installing a failover broadband connection to the public Internet will reduce the likelihood of a service interruption.
3. **Service Suspension**. If Customer’s VoIP 911/E911 Service is terminated or suspended for any reason, 911 access will not be available.
4. **Congestion/Reduced Speeds**. Due to the architecture of Fusion’s VoIP network, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call utilizing VoIP equipment as compared to 911 dialing over traditional switched telephone networks.
5. **Service Location Information**. Customer must provide Fusion with the correct physical service address of the location where the VoIP Service will be used. If the Customer does not provide Fusion with the correct service address information, or if Customer moves its VoIP access device (including IP phone or IAD) to another location without updating service location information, calls to 911 will route to

emergency personnel who may not be able to assist or may cause delays on receiving emergency services.

## **II. Registering Your Locations**

In connection with its purchase of a VoIP Service from Fusion, Customer agrees to register with Fusion the address of the physical location where it uses the Fusion VoIP Service (a post office box, mail drop or similar address is unacceptable) and each VoIP access device located at that registered location. Customer agrees that it and its employees, guests and other users of the VoIP Service shall use the VoIP Services at that registered location. If Customer or its employees move a VoIP access device, Customer agrees to immediately update the registered address with the new physical location of the device with Fusion through the applicable Fusion portal or by contacting a Customer Care Representative. Customer acknowledges that if it does not update the registered address, any 911 calls made from the device may be sent to the wrong emergency response center, will not transmit Customer's current location information to emergency responders and may delay emergency assistance to Customer. It may take up to several days for an address update to take effect in Fusion's systems.

## **III. Notices to Users**

Customer is responsible for notifying its employees, guests or other persons present at any location utilizing a Fusion VoIP service about the limitations of dialing 911 on a VoIP service compared to dialing 911 on a traditional voice service. Customer agrees to affix a Fusion-provided sticker warning that VoIP 911/E911 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 VoIP 911/E911 Services.

## **IV. Alternate Means of Contacting 911**

Customer should maintain an alternate means of contacting 911, such as an analog phone line. Customer is responsible for notifying its employees, guests or other persons of these alternate means of contacting 911.

## **V. Limitations of Liability and Indemnification**

Customer acknowledges and understands that Fusion has limited liability for any service outage and/or inability to reach 911 services and access emergency personnel. Accordingly, to the extent permitted by law, Customer agrees to indemnify, defend and hold harmless Fusion, its affiliates and their respective officers, directors, employees, agents, representatives and any other associated service provider upon which Fusion relies to provide the VoIP 911/E911 Service to Customer, for any and all claims, losses, damages, fines, penalties, costs and expenses (including attorney fees and expenses) ("**Claims**") associated with Fusion's VoIP 911/E911 Service. Customer agrees that it shall have control over the defense and settlement of a Claim, except that Customer will not have the right to enter into a settlement that imposes any obligation on Fusion. Customer further acknowledges and understands that Fusion has no control over how 911 calls are answered or addressed by any local emergency response centers and the national emergency calling center and that Fusion disclaims all responsibility for the conduct of all such organizations.