



GONETSPEED 911 DISCLOSURE NOTICE AND ACKNOWLEDGEMENT

This 911 Disclosure Notice and Acknowledgement is agreed, acknowledged and accepted by GONETSPEED and its end user customer (“Customer” or “you/your”) in connection with Customer’s purchase and use of GONETSPEED service.

I. Emergency Services: VoIP 911 Calling

GONETSPEED provides 911 service as a component of GONETSPEED’s Voice over Internet Protocol (“VoIP”) service. 911 is a public service provided by local public safety agencies in conjunction with telecommunications providers. The telecommunications service provider’s responsibility is to route any call to 911 to a state’s 911 service provider’s switch, which then routes the call to the proper local emergency response center. Telecommunications providers, such as GONETSPEED, have no control over whether calls are delivered from the 911 service provider to the local emergency response center or how any calls delivered to such centers are answered or addressed.

VoIP 911 service is different from traditional landline 911. The Federal Communications Commission (“FCC”) requires all VoIP providers, such as GONETSPEED, to inform their customers of these differences. It is important that you understand how these differences affect your ability to access 911 services, that you take necessary precautions, and inform all users of the services of the limitations. Please carefully read this notice.

By signing this Notice, you are acknowledging that you understand the following differences associated with VoIP 911 Service:

1. If there is a disruption to electrical power at the location where the GONETSPEED’s services are used, neither your GONETSPEED services nor the 911 dialing feature will function until power is restored. After power is restored, you may need to reset or reconfigure your equipment and devices before full functionality is restored.
2. If your broadband/internet connection is lost for any reason, such as lack of connectivity, network congestion, suspension or termination of service, disabled or damaged devices, or disruption of power supply, neither your GONETSPEED services nor the 911 dialing feature will function until the broadband connection is restored. After connection is restored, you may need to reset or reconfigure your equipment and devices before full functionality is restored.
3. Due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing VoIP equipment as compared to traditional 911 dialing over traditional public switched telephone networks.
4. If you (or your employees, agents, contractors or other associates) change the location of your IP Phone, i.e., take the phone home and plug it into your home broadband connection or take it with you during business travel and plug it into a remote broadband connection without having properly updated the 911 database as required below, calls to 911 may be routed to the wrong emergency response center (a non-local center) or a national center that will need to re-route the call to the correct local center. If you move your VoIP device to a new location, you must register your new location. VoIP 911 Service will not work if you move your VoIP device to a location outside the United States.



5. If your 911 call cannot be completed, is dropped or disconnected and/or if your VoIP 911 Service is not operational for any reason, and/or if the caller is unable to speak, the emergency personnel may not be able to identify your phone number in order to call you back.

II. Battery Backups (For Residential Customers Only)

For Residential Customers in Connecticut

All VoIP equipment installed by GoNetspeed can be used with a battery backup. GoNetspeed does not offer batteries for purchase in Connecticut, but our technicians will install a customer purchased battery if the Customer makes that battery available at the time of installation and makes a request to have it installed.

For Residential Customers in All Other States

1. Battery Backups

New GoNetspeed customers are given the option of purchasing a battery which provides up to 24 hours of backup power for your phone service. If the electricity to your home goes out, your phone service will not work unless there is an alternate source of power. The actual amount of standby power with the 24-hour battery will depend on the age of the battery, whether you run your internet services during the power outage, and the environment where the battery is stored. Conditions that are too hot, cold, or dusty will negatively impact the battery. You can preserve battery life during a power outage by using your phone service sparingly and not using any internet services.

2. Battery Testing and Monitoring

You are responsible for monitoring and maintaining your battery. The unit includes signal lights which indicate whether: (1) the battery needs to be replaced; (2) an alarm has been silenced; (3) your service is operating on either backup battery power or AC power; or (4) your battery is operating normally. You can test the unit by disconnecting the AC power cord as described in the owner's manual. The DC visual indicator should turn green when AC power is disconnected and go out when AC power is reconnected. The System Status visual indicator should stay green whether on AC power or battery power.

3. Replacement Information

For customers who purchase the 24-hour battery, replacement units or individual batteries will be available for sale from GoNetspeed. The battery consists of a controller unit and three connected batteries. Three new batteries may be purchased for \$150 plus a \$45 shipping charge. New battery controller units may be purchased for \$100 plus a \$45 shipping charge. If you have questions regarding this notice or would like to order a 24-hour battery unit, please call GoNetspeed Customer Service at 1-855-891-7291.

III. Registration of New Locations and other Customer Obligations

4. Registered Location Required

All Customers are required to register the intended physical location(s) of each of the VoIP devices. GONETSPEED will enter the address provided by Customer at the time of sale into the 911 database for all numbers assigned to this physical address, both at the time of initial deployment of services and at any time when additional lines are added to this location.



5. How to update Registered Location

OPTION 1 (Available 24/7/365): Log in to GoNetspeed's SmartHub at:
<https://gonetspeed.smarthub.coop/Login.html>

OPTION 2 (Available during GoNetspeed business hours): Call Customer Service at 1-855-891-7291. Please be advised that it may take a few days for the change in address to be processed.

6. Importance of Updating Location of VoIP devices

Failure to properly update the database may result in calls to 911 being routed to non-local emergency call centers and/or the transmission of incorrect address information to the emergency call center, delaying emergency assistance to you. Customers are solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each VoIP device.

7. Customer's Obligation to Inform Users of Customer's VoIP devices

It is Customer's obligation to inform others at its premises who use Customer's VoIP service of the above 911 limitations.

8. Placement of stickers on Customer's VoIP devices

GONETSPEED will provide the Customer with a set of stickers explaining when 911 Service may not be available. Customer hereby agrees to place the stickers on or near Customer's VoIP devices. You may obtain additional stickers by calling 1-855-891-7291.

IV. Limitation of Liability and Indemnification

Customer has read and understand the 911 limitations above. Customer acknowledges and agrees that it is solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each of Customer's VoIP devices. Customer acknowledges that it understands that GONETSPEED disclaims any and all liability for any service outage or inability to complete emergency 911 calls from any Customer line or Customer premises or to access emergency service personnel.

Customer shall protect, defend, indemnify, and hold harmless GONETSPEED, its officers, directors, employees, affiliates, contractors, and agents and any other service provider that furnishes services to Customer in connection with the service, from any and all claims, lawsuits, losses, damages, liability, fines, penalties, costs, and expenses including, without limitation, attorney's fees and costs, arising from, or related to, any absence, failure, or outage of the service, including, without limitation, emergency 911 calling and/or inability of Customer or any Customer employee, third person or party, or user of GONETSPEED's service to be able to call 911 or to access emergency service personnel. In no event shall GONETSPEED be liable to Customer or any third party for incidental, indirect, consequential, exemplary, punitive, or special damages related to Customer's (or any Customer employee, agent, or contractor, or third person or third party or user of GONETSPEED's service) use of or inability to use 911 services.