

**EMERGENCY SERVICES
ACKNOWLEDGEMENT
FOR VOICE SERVICE USERSCOPYRIGHT**



PLEASE READ THIS INFORMATION REGARDING INTERCONNECTED VOIP 911 SERVICES VERY CAREFULLY.

BY ACTIVATING AND PAYING FOR INTERCONNECTED VOIP TELEPHONE SERVICES FROM PULSE ("SERVICE"), CUSTOMER ACKNOWLEDGES AND AGREES TO THE LIMITATIONS OF THE CITY OF LOVELAND'S ELECTRIC AND COMMUNICATIONS ENTERPRISE ("PULSE") E911 EMERGENCY DIALING SERVICE AND AFFIRMS THAT CUSTOMER UNDERSTANDS THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL BASIC 911 or E911 SERVICES, AS FURTHER SET FORTH BELOW.

INTERCONNECTED VOIP 911 SERVICE DOES NOT WORK IF CUSTOMER FAILS TO REGISTER OR UPDATE THE 911 SERVICE WITH CUSTOMER'S CURRENT LOCATION.

INTERCONNECTED VOIP 911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE.

INTERCONNECTED VOIP 911 SERVICE WILL NOT WORK IF CUSTOMER'S SERVICE HAS BEEN CANCELLED BY CUSTOMER OR TERMINATED BY PULSE.

AS A CONDITION OF RECEIVING THE SERVICE, CUSTOMER AGREES TO RELEASE AND INDEMNIFY PULSE FOR ANY FAILURE IN THE INTERCONNECTED VOIP 911 SERVICE.

REQUIREMENT TO REGISTER AND UPDATE LOCATION

FOR EACH PRIMARY NUMBER USED FOR INTERCONNECTED VOICE OVER INTERNET PROTOCOL (VOIP) SERVICE, CUSTOMER IS REQUIRED TO REGISTER A VALID AND VERIFIED PHYSICAL LOCATION WITH PULSE, OR ITS DESIGNEE, OF CUSTOMER'S VOICE EQUIPMENT (PHONE OR SOFTPHONE) UPON ORIGINAL PROVISIONING OF VOIP SERVICES AND IMMEDIATELY UPON ANY LOCATION CHANGE. CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR CUSTOMER'S EQUIPMENT WILL BE THE ONLY LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER AND FAILURE TO MAINTAIN ACCURATE LOCATION INFORMATION, MAY CAUSE E911 COMMUNICATIONS TO NOT FUNCTION PROPERLY. WHEN CUSTOMER NOTIFIES PULSE, OR ITS DESIGNEE, OF A CHANGE IN THE REGISTERED LOCATION OF THE CUSTOMER, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION AVAILABLE TO ROUTE 911 CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION.

911 does not function if Customer changes their phone number or if Customer adds or ports new phone numbers to their account, unless and until Customer registers their location of use for each changed, newly added or newly ported phone number and receives confirmation from Pulse. If Customer does not register their new location, any 911 calls Customer makes using Interconnected VOIP 911 may be sent to an emergency center near Customer's old address. Customer may register a new location by following



instructions from the "911" registration link in their Pulse Account Portal. For purposes of Interconnected VOIP 911, Customer may only register one location at a time for each primary phone line Customer uses with the Service.

ASSIGNED EMERGENCY SERVICE CENTER

Most of Pulse's VOIP customers have access to basic 911 or Enhanced 911 (E911) service. E911 service is available for all U.S. customers who register at and maintain a valid E911 service address. With E911 service, when Customer dials "911", Customer's telephone number and registered address are simultaneously sent to the local emergency center assigned to Customer's location, and emergency operators have access to information they may need to send help and call Customer back if necessary. If Customer lives in locations where the assigned emergency center is not equipped to receive Customer's telephone number and address, Customer has basic 911. With basic 911, the local emergency operator answering the call will not have Customer's call back number or Customer's exact location, so Customer must be prepared to give them this information. Until Customer gives the operator Customer's phone number and location, the operator may not be able to call Customer back or dispatch help to Customer's location if the call is not completed or is not forwarded, is dropped or disconnected, or if Customer is unable to speak. As additional local emergency centers become capable of receiving Interconnected VOIP customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade their basic 911 service to E911. Pulse will not inform Customer that new local emergency centers have been added. If Customer's address is not covered by E911 service, Pulse advises Customer to periodically attempt to register Customer's address with the E911 service to determine if a new local emergency center has been added to Customer's area. Certain Interconnected VOIP customers may not have access to either basic 911 or E911 because there are no local emergency centers in their area, or they did not register a valid E911 service address. If Customer does not have access to basic 911 or E911, Customer's 911 call will be sent to the national emergency call center. A trained agent at the national emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the appropriate local emergency center for such customer in order to send help. Emergency personnel do not receive Customer's phone number or physical location when Customer's 911 call is routed through a national emergency call center. Therefore, Customer must be prepared to give the operator Customer's phone number and location and any other information that the operator might request. Customer authorizes the national emergency call center to disclose Customer's name and address to the third party or parties involved with providing local emergency services to Customer, including, without limitation, call routers, call centers and local emergency centers.

DUTY TO NOTIFY ALL USERS

Customer is responsible for informing any household residents, guests and third parties who may be present at the physical location where Customer utilizes Pulse's VOIP service of the important differences in and limitations of Interconnected VOIP 911 service as compared with traditional 911 land line or cell phone service.



Documentation that accompanies equipment Customer may purchase or lease through Pulse will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). If Customer uses Pulse VOIP service, but doesn't purchase or lease equipment from Pulse, Pulse will send Customer one or more 911 Stickers. It is Customer's responsibility to place the 911 Sticker as near as possible to each phone ("Device") that Customer uses with the Service. If Customer did not receive a 911 Sticker with Customer's Equipment, or Customer requires additional 911 Stickers, please contact the City of Loveland Utility Billing Department at 970-962-2111 for more 911 Stickers at no additional cost.

SERVICE OUTAGES

Customer acknowledges and understands that Interconnected VOIP 911 does not function in the event of power failure. Should there be an interruption in the power supply, Pulse's internet service and 911 service will not function until power is restored. A power failure or disruption may require Customer to reset or reconfigure Customer's VOIP Device and other customer-owned equipment (e.g., router) prior to using the Service and Interconnected VOIP 911. Customer also acknowledges and understands that the Service and 911 service requires a fully functional connection to the Internet and, accordingly, in the event of an outage of, or termination of broadband service with or by Pulse or Customer's Internet service provider ("ISP") and/or broadband provider, the Service and 911 service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 service will not function until the power supply is restored and/or the ISP/broadband outage fixed. Customer acknowledges that Pulse is not responsible for any service outage related to loss of electrical power, connectivity, suspension or termination by Customer's broadband or Internet service provider, the blocking of ports by Customer's broadband or Internet service provider, suspension or termination of Customer's Pulse Services/Account or any failures resulting from local or national disasters.

LIMITATIONS AND RESTRICTIONS

CUSTOMER ACKNOWLEDGES THAT E911 SERVICE DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS THAT ASSOCIATED WITH TRADITIONAL WIRELINE 911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER ACKNOWLEDGES, REPRESENTS, AND WARRANTS THAT IT HAS BEEN INFORMED BY PULSE THAT E911 SERVICES WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE FOLLOWING REASONS:

- a. Customer fails to provide Pulse with an accurate, verified and up to date physical location of the voice handset.
- b. Loss or interruption of electrical power to Customer's telephone analog telephone adapter modem, router, switch or any other devices in the critical path between the Customer's Device and Pulse's, or Pulse's designee's cloud voice platform.
- c. Loss or interruption of Internet access at the Customer's location.
- d. Improper installation or failure of Customer's VOIP Device, software, or any other devices in the critical path between the Customer's telephone handset and Pulse's, or its designee's, cloud voice platform.
- e. Suspension, disconnection, termination or failure of the Service to function for any reason.



- f. The Customer attempts a 911 call from a location/address different than the location/address registered with Pulse.
- g. Due to technical factors in network design or due to network congestion there may be a possibility of a busy signal or abnormal wait times.

DISCLAIMER OF LIABILITY

Pulse hereby disclaims any liability for access to emergency VOIP service. Customer knowingly releases all claims against the City of Loveland and Pulse relating to Customer's VOIP service and acknowledges and understands that Pulse, its suppliers, or agents will not be liable for any Service or VOIP service outage and/or inability to dial 911 using the VOIP service or to access emergency service personnel due to the characteristics and limitation of the VOIP service as set forth in this document.

Pulse and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Pulse and its suppliers rely on third parties to assist in routing 911 calls to local emergency response centers and to a national emergency calling center. Pulse and its suppliers 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 Pulse, its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to Customer in connection with Pulse's VOIP service may be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims or causes of action, arising from or relating to the 911 service.

Customer acknowledges and understands Pulse and its suppliers do not control whether, or the manner in which, calls using the 911 service are answered or addressed by any local emergency response center. Furthermore, Customer acknowledges Pulse and its suppliers do not offer Lifeline service, and that if Customer is not comfortable with the limitations of the Interconnected VOIP 911 service, Pulse and its suppliers strongly recommend that Customer always have an alternative means of accessing emergency service.

NO WAIVER OF GOVERNMENTAL IMMUNITY

Notwithstanding any other provision or any other document or policy referenced herein, Pulse does not waive any rights, immunities, privileges, monetary limitations to judgments and defenses available to Pulse under common law or the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq. C.R.S.

INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless the City of Loveland, Pulse and its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to Customer in connection with the VOIP service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney fees) by, or on behalf of, Customer or any third-party user of the VOIP service relating to the failure or outage of the VOIP service, including



911 service, incorrectly routed 911 calls, and/or the inability of any user of the Service to be able to use 911 service or access emergency service personnel.