



This E911 Disclosure Notice and Acknowledgement (“E911 Acknowledgement”) is agreed, acknowledged and accepted by Customer in connection with Customer’s purchase and use of Valley Electric/Valley Communications’ Service.

All Valley Electric/Valley Communications Service is governed by the Valley Electric/Valley Communications Terms of Service, which can be found at <https://www.valleycom.com> (“Terms of Service”). Any capitalized terms not otherwise defined in this E911 Acknowledgement shall have the meanings ascribed to such terms in the Terms of Service. In the event of any conflict between this E911 Acknowledgement and the terms of Service, this E911 Acknowledgement shall control.

1. Emergency Services – 911 Calling

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- a. **Non-Availability of Traditional 911 or E911 Calling Service:** Valley Electric/Valley Communications’ E911 Service is a mandatory component of all Valley Electric/Valley Communications Voice over Internet Protocol (“VoIP”) service (“Service”). Valley Electric/Valley Communications’ E911 Service enables Customers to communicate with emergency services by dialing 911.

However, Valley Electric/Valley Communications’ 911 Service is different in important ways from traditional landline 911 and cellular/wireless 911, depending upon where Customer is located and the device used with the Valley Electric/Valley Communications service.

Most Valley Electric/Valley Communications customers (including Softphone and Desktop app users) have access to either basic 911 or Enhanced (e911) service. The differences are detailed in this section E911 Acknowledgement and Customer agrees to notify any user or potential user of the Services who may place calls using Customer’s Services of the 911 limitations described herein.

Customer agrees to place a label on and/or near each telephone or other Customer Equipment on which the Services may be utilized regarding the limitations or unavailability of 911 emergency dialing. For phones provided by Valley Electric/Valley Communications, Valley Electric/Valley Communications will provide Customer with such labels. For Customer phones, Valley Electric/Valley Communications will provide said labels upon Customer’s written request.

b. Description of Emergency Dialing Capabilities:

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1. E911 Service– With e911 service (“e911 Service”), when a Customer dials 911, a Valley Electric/Valley Communications-assigned telephone number and the address assigned to the device placing the call are simultaneously sent to the local emergency center to enable emergency operators to send help and to call the Customer back, if necessary.
2. Basic 911 Service– Customers in locations in which the emergency center is not equipped to receive the Customer’s telephone number and/or address have what’s referred to as basic 911 (“Basic 911 Service”). With Basic 911 Service, the local emergency operator answering the call may not have the Customer’s call back number and/or exact location.

Therefore, Customer must be prepared to give his/her telephone number and address to the emergency operator. Until the Customer gives the requisite call back and location information to the emergency operator, the emergency operator may not be able to dispatch help or return the Customer’s call.

This is especially the case if the call is not completed or forwarded, is dropped or disconnected, or if the Customer is unable to speak. As local emergency centers become capable of receiving Customer’s address and call back information, Valley Electric/Valley Communications will automatically upgrade customers with Basic 911 service to e911 service. Valley Electric/Valley Communications will not provide notice of the upgrade.



3. No Access to e911 or Basic 911 Service– Certain Customers do not have access to either e911 Service or Basic 911 Service. If Customer does not have access to Basic 911 service or e911 Service, the Customer’s emergency call will be sent to the Valley Electric/Valley Communications’ national emergency call center.

In such case, a trained agent at the emergency call center will ask the Customer for his/her name, telephone number and location and will then contact the local emergency center for such location in order to send help.

Examples of situations where 911 calls will be sent to the Valley Electric/Valley Communications national emergency call center include when there is a problem validating a Customer’s address, the Customer is identified with an international location (see section 2(b)), or the Customer is located in an area that is not covered by the 911 network.

4. Desktop or Softphone App 911 Calls– If Customer uses a Desktop or Softphone app, 911 calls will be routed to the local emergency center serving the 911 location that is associated with the Desktop or Softphone app. Therefore, if Customer is using the Desktop or Softphone app in a nomadic manner (e.g., from a hotel, from a home office, etc.), the Customer must update the 911 location on an ongoing basis to ensure that 911 calls will be sent to the appropriate local emergency center that serves the then current Customer location.

3. Registered Location

- a. **Registered Location Required:** Upon creation of the Customer account, Valley Electric/Valley Communications initially assigns all extensions and devices to the physical street address on file for the Customer. Prior to Service activation, the Superuser or Administrator shall: (i) register additional 911 locations where the Services are to be used with Valley Electric/Valley Communications, as necessary; and (ii) assign all Customer devices to such 911 locations.

In some cases, one extension may have multiple devices, and each such device needs to be assigned a 911 location. An account Superuser or Administrator may register multiple 911 locations per account and assign all active extensions and devices to such 911 locations. Individual end users may assign and re-assign their current location(s) on an as-needed basis.

Customer agrees to ensure that the physical location(s) provided to Valley Electric/Valley Communications are correct, and to immediately update such location(s) whenever the physical location(s) of the devices change. If a device will be used in a different or new location, a Customer administrator or Superuser must create and/or register the location for the device.

If Customer does not register the new location, any 911 call made from the device may be sent to an emergency center near the prior, registered location. In most cases, the registration process occurs in real-time. In some cases, the registration will be referred to a 911 provider for validation, which could take days.

Customer (i) acknowledges and understands that any location information passed to emergency personnel by Valley Electric/Valley Communications will be based upon the physical location information provided by the Customer and (ii) agrees to promptly assist Valley Electric/Valley Communications in validating a 911 location address that has been rejected by the 911 provider. Customer will receive a confirmation email when the 911 location has been validated for: (i) the initial registered location; and (ii) for any subsequent locations submitted by Customer.

- b. **Use of Service Outside The United States:** Customer acknowledges that should a caller using the Service from outside the United States to call 911, the caller may be instructed to hang up and call their local service provider.

Customer shall notify all users (i.e., colleagues, employees, guests and other persons who may be present at the physical location where Customer uses Valley Electric/Valley Communications service) that 911 may not be available outside the United States and that 911 service may be limited in comparison to traditional 911 service.



For clarity, 911 service is available only in the 50 United States and the District of Columbia and is not provided in any US territory or in international locations.

Failure to Designate and Identify the Correct Physical Address: Customer's failure to provide and keep current Customer's correct physical location(s) may result in any 911 call or other emergency communication made by Customer or from Customer's actual location (if different from the location previously supplied to Valley Electric/Valley Communications by Customer) being routed to the incorrect local emergency service provider.

Most post office addresses are not eligible as a validated 911 location. Customer's physical location(s) may NOT a mail drop or similar address. Neither Valley Electric/Valley Communications nor Customer shall assume under any circumstances that Customer's physical office location for E911 calling purposes is the same as Customer's billing address for receipt of invoices.

c. Mobile Applications

The Valley Electric/Valley Communications mobile application is not a replacement for your cellular service. However, this does not prevent you using your mobile phone for making emergency calls via your cellular provider as normal. If you dial or text 911 while using the Valley Electric/Valley Communications mobile application, the application will close, the native dialer or SMS function will be launched, and the call or text will be placed over your carrier's cellular network.

VALLEY ELECTRIC/VALLEY COMMUNICATIONS SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED WITH ANY FAILURE OF THE SERVICE, OR LACK OF AVAILABILITY TO REACH 911 SERVICES.

4. Service Outage

- a. Power Failure or Disruption:** Emergency dialing will not function in the event of a broadband, power or ISP Service failure or disruption. If there is an interruption in the power supply, a power surge or a power failure, the Service and emergency dialing will not function until power is restored. A power failure, power surge or power disruption may require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency 911 calls.
- b. Service Suspension or Termination by Valley Electric/Valley Communications:** A Service outage or suspension (including, without limitation, suspension of Service due to billing issues or delinquent or unpaid invoices) or termination of Service by Valley Electric/Valley Communications will prevent ALL Service, including the ability to make emergency 911 calls.
- c. Other Service Outages:** If there is a Service outage for ANY reason, such outage will prevent ALL Service, including the ability to make emergency 911 calls. Such outage may occur for a variety of reasons, including, without limitation, those reasons described elsewhere in this E911 Acknowledgement or the Terms of Service.

- 5. Automated Number Identification:** Due to limitations at PSAPs, it may not be possible for the PSAP and the local emergency personnel to identify Customer's telephone number (or the number assigned by Valley Electric/Valley Communications) when Customer dials 911 via Valley Electric/Valley Communications' E911 Service.

PSAP and emergency personnel may be unable to identify Customer's telephone number in order to call Customer back in the event that an emergency call is unable to be completed, is dropped or disconnected, or if a caller is unable to speak to provide the telephone number from which the caller is calling, and/or if the Service is not operational for any reason including, without limitation, the reasons and situations listed elsewhere in this E911 Acknowledgement and the Terms of Service.



- 6. Automated Location Identification:** Due to limitations at PSAPs, it may not be possible to transmit identification of the Customer physical location address to the PSAP and local emergency personnel for Customer's area when Customer or any caller at Customer's premises dials 911. A caller must state the nature of the emergency promptly and clearly, including the caller's specific physical location, as PSAP and emergency personnel may NOT have this information. PSAP and emergency personnel may not be able to find a caller's location if the call is unable to be completed, is dropped, or disconnected, or if the caller is unable to speak to provide the location from which the caller is calling and/or if the Service is not operational for any reason including, without limitation, those reasons and situations listed elsewhere in this E911 Acknowledgement and the Terms of Service.

- 7. Limitation of Liability and Indemnification:** CUSTOMER ACKNOWLEDGES AND AGREES THAT VALLEY ELECTRIC/VALLEY COMMUNICATIONS' LIABILITY IS STRICTLY AND EXPRESSLY LIMITED 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 VALLEY ELECTRIC/ VALLEY COMMUNICATIONS , 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 VALLEY ELECTRIC/VALLEY COMMUNICATIONS 'S SERVICE TO BE ABLE TO CALL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL. IN NO EVENT, SHALL VALLEY ELECTRIC/VALLEY COMMUNICATIONS 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 VALLEY ELECTRIC/VALLEY COMMUNICATIONS 'S SERVICE) USE OF OR INABILITY TO USE E911 SERVICES.

By clicking the "I Accept" button, Customer represents, warrants, agrees and acknowledges that Customer has received, read, understands and agrees to the terms and conditions of this E911 Acknowledgement and is duly authorized to execute this document.