

E-911

EMERGENCY SERVICES-911 DIALING *for* VOIP BROADBAND PHONE

Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services where made available by the county or municipality having authority for such 911/E-911 service only within Inter Mountain Cable’s operating service area. Inter Mountain Cable does offer a 911/E-911 type service available only on Inter Mountain Cable Devices as described herein. Please contact Inter Mountain Cable to see if service in the area you are in accommodates 911/E-911. E-911 service is similar to the service of traditional incumbent landline telephone E-911 service. E-911 calls are directed to the agency in each county that has control of E-911 provisioning. With E-911 calls, the calling telephone number, name and address will be provided to the emergency answering center as directed and proved for by the controlling agency in each county. Inter Mountain Cable will provide to such agency the telephone number, name and address as provided by you (the customer) when signing for the service. If you move your location within the same county and you want the address updated for E-911 purposes you must notify Inter Mountain Cable at 606-478-9406 so that we may update your address for billing and 911 emergency information purposes. Such notification shall be provided by the party responsible for the service. If such notification is not received as described by Inter Mountain Cable, and if the device is moved to a different address and if a call is made to 911 then the emergency agency receiving the call will most likely receive the address information as originally provided by you, the customer, to Inter Mountain Cable. Where E-911 service is not available, Inter Mountain Cable will NOT provide Service.

Description of 911-Type Dialing Capabilities

Inter Mountain Cable relies on third parties (those agencies responsible for the provisioning of E-911 data bases and call delivery in each county and or responsible municipality) for the forwarding of information underlying such routing, and accordingly Inter Mountain Cable and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. You acknowledge and understand that the Public Safety Answering Point (PSAP) and emergency personnel may or may not be able to identify your phone number in order to call you back or identify your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement. Neither Inter Mountain Cable nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Inter Mountain Cable. You agree to indemnify and hold harmless Inter Mountain Cable and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to provide Inter Mountain Cable with correct address information and/or any future change of address.

Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your Inter Mountain Cable equipment in your service request may result in any 911/E-911 communication you make being routed to the incorrect local emergency service provider or that responding emergency personnel may be sent to the wrong address. This address must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Requires Notification to Inter Mountain Cable if You Move or Change Location within Inter Mountain Cable’s Service Area

If you move to a new address where Inter Mountain Cable provides 911/E-911 service and you fail to notify Inter Mountain Cable of your new address, you acknowledge and understand that 911 dialing may not function properly. Failure to provide the current and correct physical address and location of your Inter Mountain Cable equipment may result in any 911 dialing you may make being routed to the incorrect local emergency service provider and/or emergency personnel being dispatched to the wrong location. You can notify Inter Mountain Cable at 606-478-9406.

911 and E-911 Does Not Function without Broadband connection and/or Power

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Inter Mountain Cable) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider (“ISP”) and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Inter Mountain Cable terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911/E-911 calling feature. Should Inter Mountain Cable suspend or terminate your Service, the Service will not function until such time as Inter Mountain Cable restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Although network routing for 911 calls is engineered by the

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parties responsible for the network to accommodate 911 calls within an acceptable number, you acknowledge and understand that there is a possibility of network congestion and/or reduced speed in the routing of a 911/E-911 communication made utilizing your Inter Mountain Cable equipment. You understand and acknowledge that Inter Mountain Cable relies on third parties for the forwarding of information underlying such routing, and accordingly Inter Mountain Cable and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. Inter Mountain Cable or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Inter Mountain Cable.

Education of your household residents, guests and others

You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the

Service of the non-availability of traditional 911 or E911 dialing from your Inter Mountain Cable Service and Device(s) and/or the possibility that the emergency service that answers a 911/E-911 call may not have the appropriate address location and that the caller may be required to give such information at the time of the call, if you have not updated your current address information. You also agree to inform your family, household residents, guests and any other users of the service of the 911/E-911 information and issues as described in this agreement.

LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT INTER MOUNTAIN CABLE WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INTER MOUNTAIN CABLE AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

I understand Inter Mountain Cable “E-911 Terms of Use” for TVD Broadband Internet Phone Service (VoIP). I understand and agree that all information is provided in the “E-911 Terms of Use” and will commit to Inter Mountain Cable TVD Broadband Internet Phone Service (VoIP).

Subscriber: _____ Date: _____

**Signature states that Subscriber has read the “VoIP E-911 Terms of Use” Policy and does full understand and agree with Inter Mountain Cable.*

_____ I UNDERSTAND THAT IT WILL TAKE A MINIMUM OF TWO WEEKS BEFORE E-911 MAY BE ACTIVATED AT MY RESIDENCE AFTER TIME OF INTER MOUNTAIN CABLE VoIP BROADBAND PHONE SERVICE.



