E911 SERVICE LIMITATIONS

Customer notice and acknowledgment

Important notice about calling 911

Top VoIP Internet telephone service depends on working power, equipment and broadband. E911 may be unavailable or limited compared with traditional telephone service in the circumstances below. Read all three pages, complete the customer information, check each acknowledgment and sign. This notice does not permit a customer to opt out of required E911 service.

1 Power Internet and equipment failures

911 calls may fail during a power outage, broadband failure, router or telephone failure, blocked network ports, or another service outage. Backup power must support all necessary equipment and does not restore a failed Internet connection. Equipment may need to be restarted or reconfigured after service returns. A suspension or termination of telephone service may also prevent calls, including 911 calls.

2 Your emergency location

Provide the actual physical location where each telephone or device will be used before service begins. A billing address or post office box is not sufficient. Include building, floor, suite, room or other information needed to locate the caller. Different floors, rooms, sites and remote workers may require separate location records. Do not assign one address to devices that are used at different locations.

3 Moving devices and updating locations

Moving a phone, changing networks, or using a desktop or mobile app away from its registered location can cause a 911 call to be sent to the wrong emergency center or responders to be sent to the wrong address. Update the emergency location before using service at a new location and follow Top VoIP's location update instructions. Updates may take time to become available in emergency location databases. A number with an area code from another region does not establish the caller's physical location.

4 Emergency routing and callback information

Emergency routing depends on the service configuration, available location information and receiving emergency center capabilities. A call may first reach a national emergency call center when the caller's location cannot be obtained or confirmed. Routing or answering may be delayed by network congestion or outages. State your exact location, callback number and emergency clearly. If the call disconnects, the operator may be unable to call back or locate you if number or location information was not received.

5 Apps virtual numbers and new numbers

Do not assume that a softphone, mobile or desktop app, or a virtual number automatically has the correct emergency location. Emergency calling must be supported and configured for the device and service being used. New, changed or ported numbers and their associated devices must be mapped to the correct emergency callback number and location. Top VoIP must verify emergency configuration before placing service into use; submitting this form alone does not activate E911.

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6 Customer responsibilities

Inform employees, guests and other users of these limitations and how to call 911. Place the warning labels supplied by Top VoIP on or near the equipment, or display the conspicuous warning supplied for the service. Request missing labels or instructions from Top VoIP. Maintain another means of contacting emergency services, such as a working cellular phone, for use when Internet telephone service is unavailable. An alternative phone does not replace required E911 service.

7 Business phone systems

Where applicable, business multi-line telephone systems must allow direct dialing of 911 without an access digit or prefix and must convey the required caller location. Applicable systems must also notify a designated person or central location where someone is likely to see or hear the notification, without delaying the 911 call. Customer will cooperate in supplying location records, maintaining device assignments and identifying an appropriate notification recipient. These duties do not transfer or waive Top VoIP's or any other responsible party's regulatory obligations.

8 Emergency use and location updates

In an emergency, dial 911 directly. If this service is unavailable, immediately use an alternative working telephone. Top VoIP customer service is not an emergency response center. For non-emergency location registration, updates, missing warnings or configuration questions, contact Top VoIP at 212-461-4646 or info@topvoippro.com. Top VoIP will provide the location update method appropriate to your service, including an equipment-based method where required. Do not rely on an unconfirmed address change or place a live 911 test call without advance coordination with the appropriate emergency authority.

9 Use of emergency information

Customer authorizes Top VoIP to provide the customer's name, emergency callback number and location information to emergency routing providers, call centers, public safety answering points and other necessary parties for routing calls and dispatching emergency assistance.

10 Liability and indemnification

To the extent permitted by applicable law, Top VoIP disclaims responsibility for the conduct of third-party emergency response centers and errors in third-party routing data beyond its control. Customer waives claims arising from Top VoIP's 911 service except claims resulting from Top VoIP's gross negligence, recklessness or willful misconduct. To the extent permitted by law, Customer will defend, indemnify and hold harmless Top VoIP, its officers, directors, employees, affiliates, agents and associated service providers against claims, losses, damages, fines, penalties, costs and reasonable attorneys' fees arising from the absence, failure or outage of service, misrouted 911 calls or inability to reach emergency personnel, except to the extent caused by the indemnified party's gross negligence, recklessness or willful misconduct. No provision waives a nonwaivable right, excuses a mandatory E911 obligation or overrides applicable law. Payment obligations remain governed by the applicable service agreement.

11 Affirmative acknowledgment

Customer must affirmatively acknowledge receipt and understanding of this notice. Top VoIP will retain the signed acknowledgment. Signing does not certify that the network or phone system is compliant and does not activate emergency service. Top VoIP must separately validate provisioning and any applicable direct dialing, notification and location requirements.

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Customer information and emergency location

Complete one customer page for each distinct emergency location. Attach a device and location schedule if needed. Keep all notice pages with every signed customer page.

Customer legal name

Account number

Contact name

Contact email

Contact telephone

Telephone numbers and extensions at this location

Street number and street name No PO boxes

Building floor suite room or other location details

City

State

ZIP code

Required customer acknowledgments Check each box

- [ ] I received and read all pages and understand the E911 limitations.
- [ ] I confirm this physical location and its device assignments are accurate.
- [ ] I will update locations and inform users of limitations and warnings.

By signing, I affirm the acknowledgments above, agree to this agreement and certify that I am authorized to sign for the Customer. Sign using a PDF signing tool or print and sign; a typed name alone in the name field is not a signature.

Authorized signer printed name

Title

Authorized customer signature

Date