



Emergency (911) Services Conditions and Limitations

YOUR SAFETY IS OF THE UTMOST IMPORTANCE TO EASTON UTILITIES. THIS IS WHY EASTON UTILITIES' DIGITALVOICE SERVICE OFFERS AN EMERGENCY CALLING FEATURE THAT PERMITS YOU TO DIAL 9-1-1 TO REACH EMERGENCY PERSONNEL. HOWEVER, THE 911 SERVICE OFFERED THROUGH EASTON UTILITIES' DIGITALVOICE IS FUNDAMENTALLY DIFFERENT IN SEVERAL IMPORTANT WAYS FROM TRADITIONAL WIRELINE AND WIRELESS 911 EMERGENCY ACCESS SERVICES. DIGITALVOICE'S 911 SERVICE IS NOT A REPLACEMENT TO THE TRADITIONAL LOCAL WIRELINE 911 SERVICES OFFERED OVER THE PUBLIC SWITCHED TELECOMMUNICATIONS NETWORK AND WIRELESS 911 SERVICES IN YOUR LOCAL SERVICE AREA. EASTON UTILITIES AND ITS THIRD PARTY UNDERLYING PROVIDERS CANNOT GUARANTEE THE RELIABILITY OF THE 911 DIALING FEATURES OF YOUR SERVICE. EASTON UTILITIES' LIMITED 911 SERVICE IS AVAILABLE ONLY ON EASTON UTILITIES AUTHORIZED DEVICES AND WITH EASTON UTILITIES SERVICES AS DESCRIBED HEREIN. YOU MUST PROPERLY ACTIVATE AND INSTALL YOUR MULTIMEDIA TERMINAL ADAPTOR MTA, WIFI PHONE, OR MAXLINE DEVICE ("MT" OR "DEVICE") AND ENSURE THAT THE INFORMATION YOU PROVIDE TO EASTON UTILITIES IS ACCURATE. YOU MUST ALSO INFORM ANY OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE CONDITIONS AND LIMITATIONS OF DIGITALVOICE'S 911 DIALING AND THE NON-AVAILABILITY OF TRADITIONAL 911 SERVICES FROM YOUR MTA AND SERVICE. YOU ACKNOWLEDGE AND UNDERSTAND THAT EASTON UTILITIES HAS APPRISED YOU OF THE CONDITIONS AND LIMITATIONS OF EASTON UTILITIES' 911 SERVICE. EASTON UTILITIES STRONGLY RECOMMENDS THAT YOU ALWAYS MAINTAIN AN ALTERNATE MEANS OF REACHING A 911 OPERATOR IN CASE OF AN EMERGENCY.

911 Service Defined

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. EastonOnline's Carrier will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, EastonOnline advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.



Notify All Users Customer's are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

Service Outage, Power Failure or Disruption

Your 911 dialing will not function in the event of a power failure or disruption in service. Should there be an interruption in power or broadband connection (including wireless broadband connection for DigitalVoice Wi-Fi users) for any reason whatsoever, the Service and 911 dialing will not function unless and until power and service is fully restored. In the event of a power failure you may be required to reset your MTA device prior to utilizing the Service or dialing 9-1-1. Service outages or termination of service by your broadband provider or any other broadband provider supplying the broadband service to which you connect your MTA, and/or ISP or by Easton Utilities will prevent ALL Service including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing.

Use of TDD or TTY Devices

Your 911 service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, Neither Easton Utilities nor Easton Utilities' third party providers, hold themselves out as providing or enabling Easton Utilities to provide emergency services compatible with any TDD/TTY or other hearing impaired devices.

Connecting Your MTA

DigitalVoice's 911 service will not function unless you have successfully configured and connected your MTA and provided accurate and updated information to Easton Utilities. Even if you properly connect your MTA and receive a dial tone, there may still be a lag time between when you connect your DigitalVoice Device and when your DigitalVoice 911 dialing feature is fully activated. You cannot dial 911 from DigitalVoice unless and until you have confirmation that your MTA is operational as described herein and in your User Guide.

Failure to Designate the Correct Service Address When Activating 911 Dialing or Moving Your MTA

Your Service Address is the physical address that you provided during the sign-up process. The Service Address is the physical location from where you intend to use your MTA. Where the Service Address is visible to the emergency response operator, this is where emergency personnel will be sent to if you cannot communicate your actual physical location if different from your Service Address. If you have more than one DigitalVoice Device at your Service Address and each MTA has a different number, you must make sure that the Service Address corresponds to each number where your DigitalVoice Device is physically located. If you move your DigitalVoice Device to a location other than your primary Service Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect emergency operator or incorrect emergency service personnel, or emergency personnel could be dispatched to the wrong address Easton Utilities does NOT recommend that you use the DigitalVoice Device to dial emergency access services if you move your Device away from your Service Address. You acknowledge and understand that neither Easton Utilities nor its third party service providers shall have any responsibility or liability for provision of the Service and 911 access if the MTA is moved outside of your Service Address.

Changing Your Service Address and Use of Service outside the United States and Canada

if you want to permanently relocate your MTA a new Service Address, you must contact Easton Utilities' Customer Service Center at (410) 822-6110 to update your address and determine whether DigitalVoice's 911 services are available at the new location.

DigitalVoice's 911 dialing is not available in all service areas. DigitalVoice's 911 service will NOT function outside of the United States or Canada. If DigitalVoice's 911 service is available at your new Service Address, it may be necessary for Easton Utilities to assign a new number to you.

Network Congestion, Routing or Answering of 911 Calls

There is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made from your DigitalVoice Service as compared to traditional 911 dialing over wireline or wireless public telephone networks. 911 dialing from your MTA may be routed to a general administrative operator for the local emergency service provider (which may not be answered outside of business hours), and may not be routed to the same local 911 dispatcher(s) who are specifically designated and trained to receive 911 calls when such calls are routed using traditional 911 dialing.

Automated Number Identification

The emergency dispatcher or administrative operator may not be able to identify your phone number when you dial 911 using DigitalVoice. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the Service is not operational for any reason. If you enable any call redirection services with your DigitalVoice such as Call Forwarding or Call Block, emergency personnel may not be able to call you back if your call is disconnected for any reason.

Automated Location Identification (E911)

It is not always possible to transmit your Service Address when you dial 9-1-1. Even where it is possible to transmit your Service Address to the 911 dispatcher, if you move your MTA, emergency personnel will be dispatched to your Service Address and **not** the actual physical location of your MTA (if different from the Service Address). **If you dial 911, you must immediately tell the dispatcher your location (or the location of the emergency, if different). You must also not disconnect the line as the dispatcher may not have a phone number to use to call you back and you may be required to redial 9-1-1. If you are unable to speak and describe your location, the emergency dispatcher may not be able to locate you or dispatch emergency personnel to the correct location.** You or anyone using your DigitalVoice Service will need to state the nature of the emergency promptly and clearly, including your location. You acknowledge and understand that emergency operators and emergency personnel will not be able to find your location if the call is not completed, dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

Home Security Systems and other Non-voice Communications Equipment

By agreeing to DigitalVoice's Emergency (911) Conditions and Limitations you hereby waive any claim against Easton Utilities and Easton Utilities' third party providers in connection with your Easton Utilities Service and MTA, for interference with or disruption of such home security systems and any and all other communications or electronic equipment due to your Easton Utilities Services and MTA.

Local Number Portability

The Conditions and Limitations of your DigitalVoice 911 dialing feature as described in this agreement apply even if you are porting your number to your DigitalVoice service. If your MTA is not yet activated as of the Port Effective Date (the date on which your phone service is transferred to DigitalVoice), your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To avoid an interruption in your phone service, it is extremely important that you properly install your MTA prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Easton Utilities via e-mail following your completion of the ordering process.

Limitation of Liability and Indemnification

You acknowledge and understand that Easton Utilities' liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Easton Utilities, its officers, directors, employees, affiliates and agents and any other underlying service provider who furnishes services to you in connection with this Agreement or the DigitalVoice Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of, You or any third party or user of Your DigitalVoice Service relating to the absence, failure or outage of the Service, including DigitalVoice's 911 dialing and/or inability of You or any user of Your DigitalVoice Service to be able to dial 911, to access emergency service personnel, to access the correct Public Service Answering Point associated with your telephone number, or to correctly route an emergency call if you move your MTA outside of your Service Address.

Limitation of Liability and Indemnification

As described herein, DigitalVoice's 911 dialing is NOT the same as traditional 911 or E911 dialing, and does not necessarily include all of the capabilities of traditional 911 and E911 dialing.

YOU ACKNOWLEDGE AND UNDERSTAND THAT EASTON UTILITIES' ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT AND SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL EASTON



UTILITIES, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR UNDERLYING SERVICE PROVIDERS BE LIABLE FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF EASTON UTILITIES' SERVICES INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, USE, DATA, GOODWILL OR BUSINESS OPPORTUNITIES OF ANY KIND OR NATURE WHATSOEVER, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO THIS AGREEMENT OR TO THE SERVICES PROVIDED BY EASTON UTILITIES (INCLUDING, BUT NOT LIMITED TO DIGITALVOICE'S 911 DIALING AND/OR INABILITY OF YOU OR ANY USER OF YOUR DIGITALVOICE SERVICE TO BE ABLE TO DIAL 911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PUBLIC SERVICE ANSWERING POINT ASSOCIATED WITH YOUR TELEPHONE NUMBER, OR TO CORRECTLY ROUTE AN EMERGENCY CALL IF YOU MOVE YOUR MTA OUTSIDE OF YOUR SERVICE ADDRESS) UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT ON THE PART OF EASTON UTILITIES OR ITS UNDERLYING SERVICE PROVIDERS. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS EASTON UTILITIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER UNDERLYING SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR DIGITALVOICE SERVICE.

Release

By purchasing DigitalVoice Services and checking the 911 Acknowledgments box during your sign up process, You acknowledge that you have read and understand, and agree to the terms and conditions of this Agreement (including the Emergency (911) Conditions and Limitations contained herein) and that you hereby expressly release Easton Utilities, its directors, officers, employees, agents and underlying service providers from any and all liability associated with your use of DigitalVoice's Services (including the Emergency (911) Conditions and Limitations for customers receiving DigitalVoice's Emergency (911) Service).

Sole Remedy

Your sole and exclusive remedies are expressly set forth in the Terms of Use Agreement, these Emergency (911) Conditions and Limitations. Some jurisdictions may not permit the exclusion or limitation of implied warranties, and some jurisdictions may not permit the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such jurisdictions, the liability of Easton Utilities, its directors, officers, employees, agents and underlying service providers shall be limited to the maximum extent permitted by law.

Customer Name: _____
Please Print
Address _____
City: _____; State _____; Zip Code _____
**Email Address _____
Signature: _____
Date: _____

**Email address is used to gain access to the customer portal. Your email address will not be given to any third party or used for marketing purposes.