



Wyandotte Municipal Services E911 Waiver

911 DISCLAIMER

Voice over Internet Protocol (VoIP) and 911

The following information relates to emergency services dialing and is an important part of the contract for VoIP service as provided by Wyandotte Municipal Services ("WMS Hosted VoIP Service"). Within said contract, signing the section "Agree to E911 Disclaimer" acknowledges that you have read, understood, and accept the limitations of WMS Hosted VoIP Service relative to emergency services & 911 dialing as described below.

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE WMS HOSTED VoIP SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF WYANDOTTE MUNICIPAL SERVICES 911 EMERGENCY DIALING SERVICE ("WMS E911 SERVICE"), AND UNDERSTAND THE DISTINCTIONS BETWEEN WMS E911 SERVICE AND TRADITIONAL 911 CALLS.

- **WMS E911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE WMS E911 SERVICE WITH YOUR CURRENT LOCATION**
- **WMS E911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **WMS E911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY WYANDOTTE MUNICIPAL SERVICES**
- **YOU SHALL INDEMNIFY WYANDOTTE MUNICIPAL SERVICES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY USER OF THE WMS HOSTED VoIP SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE WMS HOSTED VoIP SERVICE, INCLUDING WMS E911 SERVICE.**

All of WYANDOTTE MUNICIPALSERVICES customers have access to Enhanced 911 (E911) service ("WMS E911 Service").

With WMS 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. Although they have access to this information, please be prepared to provide any information requested by the emergency operators, if possible.

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.

Registration of Physical Location Required.

Use of WMS Hosted VoIP Service is permitted only at the address to which it is registered. Use from an alternate location is strictly prohibited. Should WYANDOTTE MUNICIPAL SERVICES be required to direct emergency personnel, the location information that is provided to an emergency operator is always the address that you provided when the Service was ordered. In addition, you are agreeing to cooperate with WYANDOTTE MUNICIPAL SERVICES' efforts to provide you with WMS E911 Service. For example, it is incumbent on you to confirm the accuracy of your physical address with WYANDOTTE MUNICIPAL SERVICES. For purposes of WMS E911 Service, you may only register one location at a time for each phone line. Regardless of what address you register for a portable device, emergency calls you make from these devices will be routed to the WMS Hosted VoIP Service national emergency response center.

Notify All Users / Inform All Present.

You are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize WMS Hosted VoIP Service of the important differences in and limitations of E911 Service as compared with traditional 911 land line or cell phone service.

Re-Registration Required if You Change Your Number or Add or Port New Numbers.

WMS E911 Service does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from WYANDOTTE MUNICIPAL SERVICES.

Confirmation of Activation Required.

Your WMS E911 Service will not be activated for any phone line that you are using with the WMS Hosted VoIP Service, unless and until you receive an email from WYANDOTTE MUNICIPAL SERVICES confirming that the WMS E911 Service has been activated for that primary phone number. The activation may take up to three days to complete.

Service Outages.

You acknowledge that WYANDOTTE MUNICIPAL SERVICES is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination of your WMS Hosted VoIP Service or any failures resulting from local or national disasters.

a. **Service Outages Due to Power Failure or Disruption.** You acknowledge and understand that the WMS E911 Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, WMS Hosted VoIP Service, including WMS E911 Service, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the VoIP device prior to utilizing WMS Hosted VoIP Service, including WMS E911 Service.

b. **Service Outages Due to Internet Outage or Suspension or Disconnection of Service.** Service outages or suspensions or disconnections of WMS Hosted VoIP Service by WYANDOTTE MUNICIPAL SERVICES will prevent all WMS Hosted VoIP Service, including

WMS E911 Service, from functioning. You acknowledge and understand that the WMS Hosted VoIP Service and E911 Service requires a fully functional broadband connection to the Internet, which is provided by WYANDOTTE MUNICIPAL SERVICES as part of the WMS Hosted VoIP Service package.

c. **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all WMS Hosted VoIP Service, including WMS E911 Service, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement

Network Congestion & Reduced Speed.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing WMS Hosted VoIP Service as compared to traditional 911 dialing over traditional public telephone networks.

Disclaimer of Liability and Indemnification.

WYANDOTTE MUNICIPAL SERVICES does not have any control over whether, or the manner in which, calls using the WMS E911 Service are answered or addressed by any local emergency response center. WYANDOTTE MUNICIPAL SERVICES disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. WYANDOTTE MUNICIPAL SERVICES relies on third parties to assist us in routing 911 calls to local emergency response centers and to a national emergency calling center. WYANDOTTE MUNICIPAL SERVICES disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

You acknowledge and understand that WYANDOTTE MUNICIPAL SERVICES will not be liable for any WMS Hosted VoIP Service outage and/or inability to dial 911 using the WMS Hosted VoIP Service or to access emergency service personnel due to the characteristics and limitation of the WMS Hosted VoIP Service as set forth in this document. You agree to defend, indemnify, and hold harmless WYANDOTTE MUNICIPAL SERVICES, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the WMS Hosted VoIP Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the WMS Hosted VoIP Service relating to the absence, failure or outage of the WMS Hosted VoIP Service, including those related to the WMS E911 SERVICE, incorrectly routed WMS E911 Service calls, and/or the inability of any user of the WMS Hosted VoIP Service to be able to use WMS E911 SERVICE or access emergency service personnel.

Alternate 911 Arrangements.

You acknowledge that WYANDOTTE MUNICIPAL SERVICES does not offer Lifeline service, and that if you are not comfortable with the limitations of the WMS E911 Service, WYANDOTTE MUNICIPAL SERVICES strongly recommends that you always have an alternative means of accessing emergency service.

Signature: _____

Date: _____

Printed: _____