

Important 911 and E911 Disclosure and Notice

The rules of the Federal Communications Commission ("FCC") require that DeltaCom, Inc., an EarthLink Business company ("EarthLink Business"), like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the 911 and E911 access capabilities available with our VoIP service (the "VoIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wireline telephone service. It is important that you understand how these differences affect your ability to access 911 and E911 services. We ask that you carefully read this Notice. If you have any questions or concerns about the information contained in this Notice, or if you do not understand anything discussed in this Notice, please contact our Customer Care Representatives at 1.800.239.3000.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and understood this 911 and E911 Notice. By completing and signing the Acknowledgment below, you certify that you have received and understood this 911 and E911 Notice.

EarthLink Business's VoIP 911 and E911 Service are different from traditional wireline telephone 911 service in several important ways. Traditional 911 services automatically route your calls to a trained 911 dispatcher, available on a 24-hour basis, using special answering facilities at the local Public Safety Answering Point ("PSAP") for your location. Traditional E911 services automatically provide to the PSAPs the calling party's call-back number and location. If you are located in an area where the emergency center does not support E911 (i.e., is not capable of simultaneously receiving your telephone number and address), you likely have basic 911 service.

You agree to tell others at your premises, your guests, and other third parties who may be present where our VoIP 911 and E911 Service will be used of these limitations.

- **EARTHLINK BUSINESS'S VOIP 911 AND E911 SERVICE MAY NOT OPERATE DURING A POWER OUTAGE.** You understand and acknowledge that the VoIP 911 and E911 Service do not function in the event of a power failure or disruption. Should there be an interruption in the power, our VoIP service, including the VoIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.
- **EARTHLINK BUSINESS'S VOIP 911 AND E911 SERVICE WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED.** You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by EarthLink Business will prevent you from using our VoIP service, including the VoIP 911 and E911 Service.
- **EARTHLINK BUSINESS'S VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO EARTHLINK BUSINESS WHEN SERVICE WAS INITIATED.** You understand and acknowledge that our VoIP 911 and E911 Service do not function if you move your device to a different street address or location. You also acknowledge that it may take up to 5 days for any change in address to be processed. Accordingly, you should notify EarthLink Business in advance of any and all changes to your Registered Address. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.
- **EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK.** You understand and acknowledge that PSAP and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VoIP 911 or E911 Service is not operational for any reason.
- **EARTHLINK BUSINESS'S VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.** You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to traditional 911 dialing over traditional public switched telephone networks.

A set of stickers explaining when EarthLink Business VoIP 911 and E911 Service may not be available will be provided along with your IP phones. Please place the stickers on or near the equipment you use to access EarthLink Business's VoIP 911 and E911 Service.

EarthLink Business may contract with third-parties to provide access to emergency services that may include call-back and location information in some locations. This type of access to emergency services is not offered in all areas of the United States, but instead depends on the capabilities of each individual PSAP as well as the ability of third-party provider to offer such capabilities with VoIP calls. In those areas where offered and subject to the limitations of its third-party providers, EarthLink Business will route your emergency call to the PSAP with your telephone number and service address information ("Registered Address", as provided at the time of Service sign-up). You hereby authorize EarthLink Business to disclose your name, telephone number, Registered Address information and other relevant identifying information to third-party service providers, including, without limitation, call routers, call centers and PSAPs, for the purpose of dispatching emergency services personnel to your Registered Address.

IN NO EVENT SHALL EARTHLINK BUSINESS OR ITS AFFILIATES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE SERVICE OR THE DEVICE BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING.

EARTHLINK BUSINESS DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. EARTHLINK BUSINESS DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. EARTHLINK BUSINESS RELIES ON THIRD PARTIES TO ASSIST EARTHLINK BUSINESS TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. EARTHLINK BUSINESS 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.