



CRS Networks, Inc. – 911 Service Agreement And Service Limitations for VoIP Services

In order for CRS Networks, Inc. to manage your Business VoIP service, you must provide express agreement and consent to the conditions and limitations contained in this document by returning a signed copy of this agreement to CRS Networks, Inc.

- 1. Activation and Nature of 911 Service.** 911 service is available upon Service activation. Applicable 911 fees are charged as of the service activation date. The 911 service provided by CRS Networks Inc. on a VoIP service differs in a number of important ways from traditional 911 or E911 dialing available with most traditional telephone services – and has specific limitations relative to Enhanced 911 (E911).
- 2. E911 vs. Basic 911 Service.** When placing a call to emergency service with E911 or Enhanced 911 the user's telephone number and location are automatically transmitted to the operator during the call. With Basic 911 (B911) the user's telephone number and location are not automatically transmitted to the operator. The operator at the answering location verbally obtains the pertinent information that identifies the caller's need and physical location. The operator then determines the appropriate agency and transfers the caller. CRS Networks, Inc. resells a basic 911 type service through its upstream Voice provider.
- 3. 911 Service Description.** When the user dials 911 the user's call is routed from the CRS Networks, Inc. network to our emergency services operator. The user will need to confirm with the operator that they are still located at the address that Customer has registered with CRS Networks. If the user calls from a location other than the address registered with CRS Networks, Inc., the user will need to provide our operator with a current address or location. The operator will then determine the appropriate emergency agency and transfer the user's call accordingly. There may be additional delay to transfer the user's emergency service call to areas not services by traditional 911. When the user dials 911, they are not to hang up unless told to do so by our operator or the emergency service attendant. If the call is disconnected prematurely the user will need to call back to re-establish a connection with the emergency services. **The Customer must provide CRS Networks, Inc. with the service address for each activated and/or ported DID and/or charge number as applicable and ensure each location information is kept current at all times.** Only DIDs and/or charge numbers that are provisioned with CRS Networks and have applicable fees paid may be used as the Calling Party ID for 911 calls. The use of any other DID or charge number constitutes a violation of this Agreement and a public safety hazard. In the event the user is unable to speak during a 911 call our operator will automatically dispatch emergency services to the address registered on file. If the user dials 911 when they are outside of Canada or the United States our emergency services operator will advise them to hang up and find a local telephone line and dial the appropriate emergency services (it may not be 911).
- 4. Power or Broadband Outage.** A power failure or disruption may require the Customer to reset or reconfigure equipment prior to using the service. **Power disruptions or failures or ISP (Internet Service Provider) outages or partial outages or service suspension/disconnection, are likely to prevent dialing to emergency service numbers**

including 911. In the events listed above a user may need to access a traditional telephone or cellular telephone to make an emergency call. The Customer acknowledges that in the event of an outage, malfunction or any other unavailability of their Internet connection or related equipment, including without limitations, improper modification or any tampering with their computer or related software or hardware, the service may not function; the Customer will continue to be billed for the service until the Customer or CRS Networks, Inc. terminate the service in accordance with this Agreement.

5. **Informing Other of the 911 Service Limitations.** The Customer **MUST** inform users and potential users of the limitations of the 911 service as compared with traditional 911 service, as set out above. If a user is not comfortable with the limitations of the provided 911 service the Customer should arrange an alternate means of accessing traditional 911 services. **AT NO TIME in the event of an emergency should an incoming call be transferred to a 911 operator; under such circumstance, the incoming caller should be told to hang up and immediately and directly dial 911 on their own phone to ensure a safe and direct response.**

6. **Limitation of Liability and Indemnification Pertaining to 911 Service.** Neither CRS Networks, Inc., its affiliates or any of their respective officers, directors, employees or agents may be held liable for (i) any claim, damage or loss (including but not limited to profit loss), or (ii) any damage as a result of service outage or data loss. The Customer hereby waives any and all such claims or causes of action, arising from or relating to any service outage and/or inability to dial 911 from his Customer telephone line or to access emergency service personnel 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 CRS Networks, Inc. Subject to the provisions of this agreement, CRS Networks, Inc. does not provide any other warranties of any kind either express or implied, including without limitation the warranties or merchantability and fitness for a particular purpose. The Customer agrees to defend, indemnify and hold harmless CRS Networks, Inc., its affiliates and their respective officers, directors, employees, agents, legal representatives and any other service provider that offers services to the Customer or CRS Networks, Inc. in relation with the present agreement or the service provided, from any and all claims, losses, damages, fines, penalties, costs, expenses, legal fees, etc., by or on behalf of the Customer, any third party or user of the Customers' service relating to the absence, failure or outage of the service, including 911 dialling and/or inability of the Customer or any third party or user of their service to be able to dial 911 or to have access to emergency service personnel, as well as any misroutes of 911 calls.

7. **911 VoIP Service – User Tips**
 - In an emergency, dial 911 to reach an emergency centre operator.
 - Be prepared to provide your physical location, call-back number and nature of the emergency.
 - Do NOT hang up unless instructed by the call centre operator to do so.
 - If you get disconnected, please redial 911. The operator, if they have your number, will also attempt to call you back.
 - Ensure that your VoIP service and Internet Service is configured and initialized correctly.

- Inform ALL other users and potential users of the limitations of VoIP 911 service and about these user tips.
 - Display a VoIP 911 warning notice on any telephone set that is accessible which clearly indicates that it is NOT a standard 911 service.
8. **Updates to 911 Service terms.** The information contained in this VoIP Service 911 Agreement, updates and revisions will be submitted to you on an as needed basis or annually, whichever comes first. An up to date copy of this document can be found online at: <http://www.crsnetworks.ca/services/voip> under the E911 PDF link.
9. **Express Consent.** The Customer acknowledges that CRS Networks, Inc. is not responsible or liable for any of the conditions described in this service agreement update which may impede VoIP 911 service. The Customer understands and agrees to the limitations of CRS Networks, Inc.'s 911 service and agrees to hold CRS Networks, Inc., its affiliates and their respective officers, directors, employees or agents harmless for any injury or damage whether direct or indirect that may result from the use of CRS Networks, Inc.'s 911 service.