

## **SCHEDULE C – VOIP SERVICES**

**1.1. TAXES for VOIP Services.** Prices for the VOIP Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by CUSTOMER and will be added to any amounts otherwise charged to CUSTOMER unless CUSTOMER provides DATATALK TELECOM with an appropriate exemption certificate. If any amounts paid for the VOIP Services are refunded by DATATALK TELECOM, applicable taxes may not be refundable. At the present time, under the terms of DATATALK TELECOM's VoIP phone service, federal excise taxes are applicable, as are sales taxes on the Equipment purchased by CUSTOMER.

### **1.2. EMERGENCY DIALING for VOIP Services.**

- 1.2.1. **911 Dialing.** 911 Dialing will be implemented and operational with VOIP Service. Service may not be used in any geographical area different from that reported to DATATALK TELECOM as the CUSTOMER's installation site. 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. By using this Service, you authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.
- 1.2.2. **Registration of Physical Location Required.** For each phone number that you use for the VOIP Service, you must register with DATATALK TELECOM the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address.
- 1.2.3. **Outages due to Electrical, Internet or other General Failures.** CUSTOMER acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. CUSTOMER acknowledges that the VOIP Services will not function if there is an interruption of End-User's broadband or high-speed Internet access service.
- 1.2.4. CUSTOMER hereby acknowledges that DATATALK TELECOM recommends that an analog phone line be available as a back-up for 911 calling in each location. In the event that the IP system is no operable, the single line phone attached to the analog phone line would be used to place a 911 call.
- 1.2.5. **CUSTOMER hereby acknowledges that after the initial installation it is the CUSTOMER's responsibility to conduct 911/E911 audits to ensure that emergency addresses and phone numbers are correct.**
- 1.2.6. CUSTOMER hereby acknowledges that DATATALK TELECOM recommends periodic 911/E911 audits to ensure that emergency addresses and phone numbers are correct.
- 1.2.7. CUSTOMER SHALL HAVE THE RESPONSIBILITY TO ENSURE THAT ALL EMERGENCY SERVICE CALLS ARE ROUTED APPROPRIATELY. FURTHER, CUSTOMER AGREES TO INDEMNIFY DATATALK TELECOM AGAINST ALL LIABILITY ASSOCIATED WITH ROUTING OF 911 CALLS. DATATALK TELECOM IS NOT RESPONSIBLE FOR ANY INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY DIALING 911, INCLUDING BUT NOT LIMITED TO THE IDENTIFICATION OF THE PHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE TELEPHONE USED BY THE PARTY ACCESSING THE 911 SERVICE.