



Mercury Wireless KS Inc.
 3301 S Kansas Ave
 Topeka, KS 66611

Letter of Authorization- Information below needs to match what is on file with your current provider

Customer Profile							
Billing Name							
Service Address		City		State		Zip	
Billing Address		City		State		Zip	
Number (s) to Port							
For Wireless Carriers Only (a copy of the bill must be attached)							
Account#				PIN#			
Installation without Porting							
Number Assigned:							

This authorization covers the above locations and primary billing telephone numbers and shall remain in effect until further notice is provided. I understand that I can have only one local service provider for any telephone number. Should any of the above details prove erroneous the process of porting will begin from the beginning and a second equal fee will need to be charged.

I hereby select Mercury Wireless to be my DID (phone number) and telephony services provider and to act as our agent in dealings with our current local exchange telephone company. In this regard, Mercury Wireless may place orders for new services, changes to existing services, as well as request and receive the results of busy/traffic studies.

I understand that any telephone numbers I choose not to port will stay active with the current provider. Mercury Wireless will not disconnect or cancel these phone numbers or any additional services I subscribe to from my current provider. I understand that the porting of my telephone numbers to Mercury Wireless from my current service provider could result in disruptions in my service and as such normal operations may be disrupted, the duration of which is not possible to predict. In this regard, I hold Mercury Wireless and its agents harmless from any liability incurred by me in this process.

I certify that I have read and understand this Letter of Authorization. I further certify that I am at least eighteen years of age, and that I am authorized to change telephone companies for services to the telephone numbers listed above. I understand that my local phone company may charge me a fee to switch carriers. Selection of Mercury Wireless will apply to the telephone number(s) listed on this form. I, the customer, understand that I may designate only one interexchange carrier for any one telephone number for interLATA and, where applicable, intraLATA usage, and hereby designate Mercury Wireless as my primary carrier.

By signing below, I agree to and have read, the terms and conditions in this "Letter of Authorization" and the attached "Electronic 911 Notification."

Authorized Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____



Electronic 911 Notification

Non-Availability of Traditional 911 or E911 Service: END USER MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.

END USER acknowledges and understands that Mercury Wireless does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service provided by us differs in a number of important ways from traditional 911 and E911 as explained further below. END USER must maintain an alternate means of accessing traditional emergency response services. END USER acknowledges and understands that our 911 Service cannot be used in conjunction with a Soft Phone or non--interconnected Virtual Numbers (virtual numbers not associated with a DID and therefore cannot receive calls from a PSTN line). Our 911 Service is not automatic; END USER must separately take affirmative steps, as described in this Agreement and on our website, to register the address where END USER will use the Services in order to activate the 911 feature. END USER must do this for each interconnected virtual number that END USER obtains. The 911 Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for E911 Service and below. END USER shall inform any household residents, guests and other third persons who may be present at the physical location where END USER utilize the Service of (i) the non--availability of traditional 911 or E911, and (ii) the important differences in and limitations of the our 911 service as compared with traditional 911 or E911 Service.

Registration of Physical Location Required: It is the responsibility of END USER in accordance with the instructions provided in this documentation, to provide Mercury Wireless with up--to--date and accurate information for use in but not limited to E911 registration. END USER acknowledges and understands that for each interconnected virtual number that END USER uses for the Service, END USER must register with the physical location where END USER will be using the Service with that virtual number. When END USER moves the Device to another location, END USER must register your new location. If END USER does not register your new location, any call END USER makes using the 911 Service feature may be sent to an emergency center near your old address. END USER will register your initial location of use when END USER subscribes to the Service. Thereafter, END USER may register a new location by contacting Mercury Wireless at 800--354--4915, Monday through Saturday 9 a.m. to 5p.m., and speaking with a technician support representative.

Confirmation of Activation Required: END USER acknowledges and understands that your 911 Service will not be activated for any phone line that END USER are using with the Service, unless and until END USER has submitted a verified address.

How Emergency Personnel are contacted: END USER acknowledges and understands that Mercury Wireless contracts with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will have the address END USER provided to Mercury Wireless to maintain in our 911 database as well as your DID number that END USER associated with your virtual number. If END USER has not provided this information, END USER must provide your address and phone number in order to get help. In order to allow the emergency operations center personnel to call END USER back if necessary, Mercury Wireless immediately disables any call forwarding that END USER may have established in your account. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. **If Mercury Wireless learns that this is the case, Mercury Wireless will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near END USER to dispatch help.** END USER hereby authorizes us to disclose your name and address to third--party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

Service Outages:

- (a) Service Outages Due to Power Failure or Disruption: END USER acknowledges and understands that 911 Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Service, will not function until power is restored. Following a power failure or disruption, END USER may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Service.
- (b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service: END USER acknowledges and understands that service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Service, from functioning.
- (c) Service Outage Due to Suspension or Termination of Your Account: END USER acknowledges and understands that service outages due to suspension or termination of your account will prevent all Service, including 911 Service, from functioning.
- (d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts: END USER acknowledges and understands that your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that END USER alerts us to this situation, Mercury Wireless will attempt to work with END USER to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Service feature, may not function. END USER acknowledges that Mercury Wireless is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Service that may result. In the event END USER lose service as a result of blocking of ports or any other impediment to your usage of the Service, END USER will continue to be responsible for payment of the Service charges unless and until END USER terminate the Service in accordance with this Agreement.
- (e) Other Service Outages: END USER acknowledges and understands that if there is a Service outage for any reason, such outage will prevent all Service, including 911 Service, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

Re--Verifying Your Address is Required if END USER: Change Your Number or Add or Port New Numbers. END USER acknowledges and understands that 911 Service does not function if END USER changes your phone number or if END USER add or port new phone numbers to your account, unless and until END USER successfully register your location of use for each changed, newly added or newly ported phone number.

Network Congestion; Reduced Speed for Routing or Answering 911 Service Calls: END USER acknowledges and understands that there may be a traditional 911 Service over traditional public telephone networks.

Possible Lack of Automatic Number Identification: END USER acknowledges and understands that it may or may not be possible for the local emergency personnel to automatically obtain your phone number when END USER uses 911 Service. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing



Mercury Wireless KS Inc.
3301 S Kansas Ave
Topeka, KS 66611

on that information. As a result, the operator who answers your 911 Service call may not be able to automatically obtain your phone number and call END USER back if the call is not completed or is not forwarded, is dropped or disconnected, if END USER are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

No Automated Location Identification: END USER acknowledges and understands that in most service areas, it is not possible at this time to transmit to the local emergency response center the address that END USER registered for 911 Service. END USER will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator may not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if END USER is unable to speak to tell the operator your location, or if the Service is not operational for any reason.

Disclaimer of Liability and Indemnification: END USER acknowledges and understands that Mercury Wireless does not have any control over whether, or the manner in which, calls using our 911 Service are answered or addressed by any local emergency response center. Mercury Wireless disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. END USER acknowledges and understands that Mercury Wireless relies on third parties to assist us in routing 911 Service calls to local emergency response centers and to a national emergency calling center. Mercury Wireless 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. Neither our company, nor its officers or employees, may be held liable for any claim, damage, or loss, and END USER hereby waive any and all such claims or causes of action, arising from or relating to our 911 Service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. END USER shall defend, indemnify, and hold harmless our company and or any of our subsidiaries, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to END USER in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, END USER or any third party relating to the absence, failure or outage of the Service, including 911 Service, incorrectly routed 911 Service calls, and/or the inability of any user of the Service to be able to use 911 Service or access emergency service personnel.

Alternate 911 Arrangements: END USER acknowledges and understands that Mercury Wireless strongly encourages END USER to have an alternate means of accessing traditional 911 or E911 services or terminating the Service. Mercury Wireless does not recommend END USER rely on a non---traditional 911 service in an emergency.

911 Fees: END USER acknowledges and understands that Mercury Wireless charges a fee of \$250.00 US Dollars for each call made to the 911 Service when END USER has not provided updated address information for proper 911 registration. This is to cover the cost of the service that Mercury Wireless must pay when Mercury Wireless connects such calls.

Abuse: END USER acknowledges and understands that while our 911 Service is not traditional 911, abusing the 911 Service, making false or prank calls to a 911 service is still a crime. If END USER commits such acts, your account will be terminated and your local and state governments may prosecute END USER.