11/4/2026

TERMS AND CONDITIONS

STATEMENT OF CUSTOMER'S RIGHTS & RESPONSIBILITIES

The Utah Public Service Commission has established rules about utility consumer/company relationships. These rules cover payment of bills, late charges, security deposits, handling complaints, service disconnections and other matters. These rules assure customers of certain rights and outline customer responsibilities. STRATA NETWORKS is committed to complying with the laws and regulations governing use of STRATA NETWORKS' facilities, systems, services, websites, and products.

CUSTOMER RIGHTS

STRATA NETWORKS will:

- Provide service if you are a qualified applicant.
- Follow specific procedures for service disconnection which includes providing you notice, mailed at least seven days before service is disconnected.
- Advise you of Lifeline and any other sources of possible financial assistance in paying your bill.
- Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home.
- Give you written information about Commission rules and your rights and responsibilities as a customer under those rules.
- Allow you to designate a third party to be notified before your telephone service is disconnected.

CUSTOMER RESPONSIBILITIES

You, the customer, will:

- Use services safely and pay for them promptly.
- Contact STRATA NETWORKS when you have a problem with payment, service, safety, billing, or customer service.
- Notify STRATA NETWORKS about billing and/or other errors.
- Notify STRATA NETWORKS when you are moving to another residence.
- Notify STRATA NETWORKS about stopping service in your name or about stopping service altogether.
- Permit access to your property for essential utility company personnel and equipment.

If you experience a problem with your service, call STRATA NETWORKS first at the number listed on your bill. If you cannot resolve the problem, you may obtain an informal review of the dispute by calling the Utah State Division of Public Utilities Complaint Office at 1-800-874-0904, toll free statewide.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

These Terms and Conditions are in addition to any written agreements between you ("Customer", "you", or "your") and STRATA NETWORKS. Together, these Terms and Conditions and any written agreements between you and STRATA NETWORKS constitute the "agreement" between you and STRATA NETWORKS. By using STRATA NETWORKS Services, including but not limited to, landline telephone, voice over internet protocol ("VoIP"), long distance, wireless telephone, and/or internet/broadband, ("Services") and accessing the STRATA NETWORKS website at www.stratanetworks.com, you acknowledge that you have read, understand, and agree to be bound by the Terms and Conditions as contained herein. STRATA NETWORKS reserves the right to change or modify these Terms and Conditions at any time, effective when posted on the STRATA NETWORKS website at www.stratanetworks.com (the "Site"). If you do not want to be bound by these Terms and Conditions or any modifications that may be made by STRATA NETWORKS from time to time, do not activate or use the Services and immediately contact STRATA NETWORKS. Your use of the Services after changes to the Terms and Conditions are posted will constitute your acceptance of any changes or additional terms.

In addition, these Terms and Conditions govern your use of the Services and any devices and/or equipment used to support the Services, including without limitation, hardware and software used in conjunction with the Services that are provided to you from STRATA NETWORKS for your use in connection with the Services.

Authority. By using this site and Services you represent that you are at least 18 years of age or older and are fully able and competent to enter into the terms, conditions, representations, and warranties set forth in these Terms and Conditions. If not, please exit the Site and cease using the Services.

Invalidity. If any provisions of this agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the

remaining provisions hereof.

No Warranty. STRATA NETWORKS MAKES NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, FOR THE SERVICES IT IS PROVIDING, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. WITHOUT LIMITING THE FOREGOING, STRATA NETWORKS DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED, FREE OF ERRORS, VIRUSES OR OTHER FORMS OF CORRUPTION; OR THAT ITS SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

Limitation of Liability.

- STRATA NETWORKS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF INFORMATION, DATA, OR OTHER COMMERCIAL OR ECONOMICAL LOSS, THAT RESULTS FROM YOUR USE OF OR THE INABILITY TO USE, THE SERVICES, STRATA NETWORKS' EQUIPMENT, OR THE SITE, OR FOR ANY INFORMATION PROVIDED AT THE SITE, INCLUDING THE CONTENT AND CUSTOMER'S CONTENT, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT OR TORT EVEN IF STRATA NETWORKS HAS BEEN NOTIFIED OF THE POSSIBLITY OF SUCH DAMAGES.

- STRATA NETWORKS LIABILITY TO YOU FOR ANY OTHER DAMAGES DUE TO FAILURES OF THE SERVICE ARISING FROM ITS NEGLIGENCE OR BREACH OF CONTRACT SHALL BE LIMITED TO, IN THE AGGREGATE, THE AMOUNT OF THE CHARGES FOR THE SERVICE AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE.

- **Unauthorized Access and Hacking.** STRATA NETWORKS IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF YOUR DATA, PROGRAMS OR OTHER INFORMATION THROUGH ACCIDENT, WRONGFUL MEANS OR ANY OTHER CAUSES WHILE SUCH INFORMATION IS STORED OR TRANSMITTED ACROSS STRATA NETWORKS PROVIDED NETWORK FACILITIES OR CUSTOMER PREMISE EQUIPMENT.

- **Liability for Content.** STRATA NETWORKS IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED, ACCESSED, OR RECEIVED BY YOU THROUGH STRATA NETWORKS' PROVISION OF THE SERVICES. THIS INCLUDES BUT IS NOT LIMITED TO, THE LOSS OF DATA RESULTING FROM DELAYS, DROPPED CALLS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS CAUSED BY ITS OWN NEGLIGENCE OR CUSTOMER'S ERRORS OR OMISSIONS.

Governing Law and Venue. This agreement and your use of the Services, STRATA NETWORKS Equipment, and site will be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions. In the event of legal action arising out of or related to this agreement, including claims for non-payment of amounts owed hereunder, you expressly agree that the exclusive jurisdiction shall be Duchesne or Uintah Counties, State of Utah, and you further agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Each party waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement. If either party commences an action against the other party to enforce the provisions of this agreement or to collect any amounts owing pursuant to this agreement, the prevailing party shall be entitled to recover from the losing party, all attorneys' fees and costs incurred.

Tariff Applicability. Certain telecommunications services are regulated by the Federal Communications Commission (FCC) and the Utah Public Service Commission (PSC) and are provided pursuant to tariffs filed with the FCC and the PSC ("Tariffs"). These Tariffs contain the rates, service descriptions, and terms and conditions for the specific telecommunications services listed. If the Service provided to you is subject to the rates, terms and conditions contained in STRATA NETWORKS' tariffs ("Tariffs") on file with the Federal Communications Commission (FCC) or Utah Public Service Commission (PSC), these Terms and Conditions shall be subject to changes, modification, orders and rulings by the FCC or the PSC. In the event of a conflict between the terms of the applicable Tariffs and these Terms and Conditions, the terms of the Tariffs shall control and supersede these Terms and Conditions. If the Service provided is not subject to the Tariffs, these Terms and Conditions shall fully control.

Communication and Notifications.

- **Notices.** Our notices to you shall be deemed given: (i) when sent by email to your Primary Email Address; (ii) when deposited in the United States mail addressed to you at your last-provided mailing address; (iii) when hand-delivered to your Premises, as applicable or (iv) when included in or with your billing statements to you, regardless of whether billing statements are mailed to you or you have elected a paperless billing option. We will provide thirty (30) calendar days advance notice of changes to your Service(s).

- **Additional Contact.** STRATA NETWORKS, its affiliates, agents and service providers may at times contact you, including using your Primary Email Address, automatic telephone dialing systems, prerecorded or artificial voice message calls, and/or text messages at the telephone number(s) you have provided us, including a number for a

cellular phone or other wireless device. We may place such calls or texts on matters related to the service we provide to you, including to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, (iii) provide you with technical assistance relating to products you have ordered or plan to order; (iv) to determine your satisfaction with our products and services; or (v) to collect a debt owed to us. You agree to be contacted using autodialed or prerecorded message calls, emails and text messages to carry out the purposes identified above, regardless of whether you incur charges as a result. You further agree that we may share your Primary Email Address and phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the telephone number(s) you designate unless we receive your prior express written consent to do so. You agree that we may send you emails for marketing purposes, unless you inform us that you do not want to receive those types of emails. You may change the method by which you receive service communications, and fully or partially opt-out of marketing communications by calling 435-622-5007.

- **Communicating with You.** By providing your email and/or telephone number(s) to us as a means of contacting you, you consent to receive emails or calls from us or our representatives to those landline and cellular telephone numbers or to the email address provided. We reserve the right to contact you at any of your telephone numbers or email address(s), in compliance with applicable federal and state laws. If you do not want to be contacted at a telephone number that you have provided, you agree to notify us.

    - **SMS Authorization.** SMS/text messaging is optional. By affirmatively checking the SMS consent box during onboarding and providing your mobile phone number, you expressly consent to receive SMS/text messages from STRATA NETWORKS at the number provided. Such messages may include account balance alerts, billing notifications, service-related notifications, and other account-related communications. Consent is not a condition of purchase or receipt of services. Message and data rates may apply. Your consent and participation are subject to any SMS program terms and disclosures provided at the time of enrollment.

Charges and Billings.

- **Credit Review and Reporting.** To obtain Service, you must satisfy STRATA NETWORKS credit criteria or make a security deposit that is acceptable to STRATA NETWORKS. You authorize STRATA NETWORKS to investigate your credit history and report your performance to credit reporting agencies.

- **Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Services, including but not limited to, installation/service call charges, monthly service charges, usage charges, equipment charges, early termination charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on STRATA NETWORKS, permitted fees and cost recovery charges, or any program in which STRATA NETWORKS participates, including but not limited to public, educational, and governmental access, universal service, telecom relay services for the visually or hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Services. You will further be responsible for government-imposed fees and taxes that become applicable retroactively, if any. Not all fees apply to all Services. Your price information is contained in your Service Order.

- **STRATA NEWORKS' Billing Process.** Services are provided to you on contract or month to month basis, depending upon your Service Order. You will generally be billed monthly, in advance, for recurring service charges, STRATA NETWORKS equipment charges, and fees. All other charges will be billed monthly in arrears, measured and per-call charges (when applicable). You shall make payment to STRATA NETWORKS for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to STRATA NETWORKS within such period shall be considered past due.

- **Introductory Rates.** If you are receiving Services at an introductory rate, after the introductory period, regular charges for the Services will apply.

- **Partial Payments.** STRATA NETWORKS does not waive its rights to collect the full balance owed to it by accepting partial payment. STRATA NETWORKS will apply the partial payment to the outstanding charges in the amounts and proportions it determines, in our sole discretion.

- **Credit Card Payments.** You may use a credit card to pay for the Services by calling Customer Service, setting up a recurring automatic monthly charge to your credit card, or through online bill pay (through our web portal). In the event you have set up an automatic payment by credit card or store a credit card for future use from our web portal; STRATA NETWORKS will convert your credit card data to a merchant bank token to better secure your card information. This process requires STRATA NETWORKS run a one cent transaction that will be immediately voided. If you choose automatic payment by credit card, STRATA NETWORKS will charge your credit card each month. A fee will

be charged on any credit card that is declined, and Services may be terminated or suspended. If you use a credit card to pay for the Services, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder.

- **Third Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers such as accessing online services, purchasing, or subscribing to offerings via the Internet that are separate and apart from the amounts charged by us.

- **Payment.** If you use a credit card to pay for the Services, your use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as cardholder. If you make a payment by check, you authorize STRATA NETWORKS to collect your check electronically. You agree that you may not amend or modify this agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on accompanying checks or payments accepted by STRATA NETWORKS, and any such notations have no legal effect.

- **Rejected/Dishonored Payments.** You will be assessed a service charge up to the full amount permitted by law for any check or other payment used to pay for the Services that has been rejected by the bank or other financial institution.

- **Late Payments.** Any past due amount shall be subject to interest at the rate of 18% per annum on any unpaid fees or other charges.

- **Suspension or Termination of Services.** If your account is delinquent, STRATA NETWORKS may suspend or terminate your Services in accordance with applicable law.

- **Reconnection Fees and Related Charges.** If you resume or reinstate your Services after any suspension or disconnection of your Services (voluntary or involuntary), STRATA NETWORKS may require you to pay a reconnection fee and/or service activation fee. These fees are in addition to all past due amounts, late payment charges, and Early Termination Fees (as set forth below) and shall be payable in full prior to reactivation of the Services. Reconnection of the Service(s) is subject to our credit policies, this agreement and applicable law.

- **Costs of Collection.** In the event you fail to pay the monthly fee or any charge owing to STRATA NETWORKS, or in the event of any other default, STRATA NEWORKS may use a collection agency or attorney to collect your delinquent account. You agree to pay all reasonable costs of collection or other action, including attorneys' fees and costs.

- **Credit Inquiries.** You authorize STRATA NETWORKS to make inquiries and receive information about your credit experience from others, to enter this information into your account file, and to disclose this information to appropriate third parties for reasonable business purposes, in conformance with all applicable state and federal laws.

- **Billing Disputes.** If you intend to dispute a charge or request a billing credit, you must contact STRATA NETWORKS within sixty (60) days of the date of the invoice. You waive any disputes or credits that you do not report within sixty (60) days.

- **Refundable Deposit.** We may require a refundable deposit when you activate Services, if you add Services or STRATA NETWORKS equipment, or if you fail to pay any amounts when due. If STRATA NETWORKS disconnects your Services or is otherwise required under applicable law to refund the deposit, we shall, within sixty (60) days or as otherwise required by law, return a sum equal to the deposit you paid (without interest unless required by law) minus any amounts due on your account, including amounts owed for Services or STRATA NETWORKS equipment that is damaged, altered, or not returned).

- **Changes to Services.** Subject to applicable law, STRATA NETWORKS may change our Services, rates and charges, at any time. You will be given advance notice of any change that results in a rate or charge increase. STRATA NETWORKS may also rearrange, delete, add to, or otherwise change features or offerings contained in the Services including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If we give you advance notice, it may be on the bill, bill insert, by email, or other communication permitted under acceptable law. If you find a change in the Services unacceptable, you have the right to cancel your Services within thirty (30) days. If you do not cancel your services within such period, you will be deemed to have accepted the change.

- **Access to Your Premise.** You acknowledge that in order to provide the Services and Equipment, STRATA NETWORKS and our agents may be required to enter your property where the Services or equipment shall be provided (the "Premises") for the purpose of installing, configuring, maintaining, inspecting, upgrading, replacing and removing network Facilities, the Services and/or equipment. You hereby agree to grant STRATA NETWORKS such reasonable access to the Premise as may be needed, and you warrant that you are either the owner of the Premises, or that you have the authority to grant STRATA NETWORKS access to the Premises. If STRATA NETWORKS asks, you agree to

provide us with the name, address, and telephone number of the owner of the Premises so that STRATA NETWORKS may verify your authority to grant us access to the Premises. In the event STRATA NETWORKS' technicians determine, in their sole discretion, that the Premises are unsafe, unsanitary, or pose a threat or danger to STRATA NETWORKS' technician, the technician may decline to enter the Premises until such time as the Premises are determined to be safe and sanitary. Your failure to maintain the Premises in a safe and sanitary condition may be determined to be a breach of your obligations hereunder and may be grounds for termination of services as provided herein.

Equipment and Network Facilities.

- **STRATA NETWORKS' Equipment**. "Equipment" means any equipment that is provided by STRATA NETWORKS to obtain the Services, including but not limited to, gateways, modems, routers, VoIP ATA equipment, converters, switches, embedded software, and other equipment provided or leased to you by STRATA NETWORKS. Pricing for Equipment is identified in your Service Order. STRATA NETWORKS shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment during the term of your agreement with STRATA NETWORKS. It is a material breach for you to copy, duplicate, reverse engineer, or in any way tamper with or interfere with any software provided to you by STRATA NETWORKS. While you are receiving service from STRATA NETWORKS, STRATA NETWORKS may provide Standard Maintenance (as set forth below) for such Equipment. The Equipment shall at all times remain the property of STRATA NETWORKS. You may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You shall pay the full retail cost of, or the repair or replacement cost of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned Equipment or part thereof, together with any costs incurred by STRATA NETWORKS in obtaining or attempting to obtain possession of any such Equipment. On expiration or termination of your Service with STRATA NETWORKS, you agree to return the Equipment to STRATA NETWORKS within thirty (30) days in good working condition, reasonable wear and tear excepted. In the event that you fail to return the Equipment within thirty (30) days, you authorize STRATA NETWORKS to retrieve any Equipment. If you do not promptly return the Equipment, or if it is damaged or encumbered, you agree to pay STRATA NETWORKS for such Equipment as set forth herein. You agree to use the Equipment only for the Services provided pursuant to this agreement at the Premises, and you agree that you will not permit any other provider of similar services to use STRATA NETWORKS' Equipment. You further agree that you will not permit anyone other than STRATA NETWORKS or its agents to service the STRATA NETWORKS Equipment.

- **Customer Equipment.** "Customer Equipment" means equipment that is purchased by you from STRATA NETWORKS or equipment that you provide or obtain from a third party and elect to use in connection with the Services. If you purchase equipment from STRATA NETWORKS, title to the equipment shall pass from STRATA NETWORK to you upon payment in full of the sales price, including all applicable taxes. You assume the risk of all loss or damage to the equipment purchased from STRATA NETWORKS upon delivery to your location. Customer Equipment purchased from STRAT NETWORKS shall be warranted by the manufacturer, and this is the only warranty provided by STRATA NETWORKS for such equipment. While you may purchase equipment from a third party, STRATA NETWORKS is not responsible for setup or support of any equipment purchased and/or installed through a third party.

- **Protection of Equipment.** You shall keep and maintain equipment in good condition and working order, shall use, operate, and maintain equipment in conformity with all laws and regulations relating to equipment's ownership, possession, use, and maintenance, shall pay all costs and expenses of every character occasioned by or arising out of the use and maintenance of equipment, and, on expiration or termination of this agreement, shall immediately return equipment to STRATA NETWORKS in the same condition as received, reasonable wear, tear, and depreciation resulting from proper use thereof alone excepted. If STRATA NETWORKS deems that the aforementioned equipment is not in proper working order due to your negligence, of if the equipment is not returned immediately following the termination of this agreement, you agree to reimburse STRATA NETWORKS for the cost of this equipment. You shall not sublet, mortgage, pledge, sell, or otherwise encumber or dispose of the Equipment or your interest therein without STRATA NETWORKS' prior written consent. You shall not remove, alter, or deface STRATA NETWORKS' ownership plates, tags, or identification in equipment.

- **Code Updates.** By using STRATA NETWORKS' Services you agree that you authorize (i) STRATA NETWORKS, its authorized agents, and equipment manufacturers to send code updates to STRATA NETWORKS' Equipment and to Customer Equipment purchased from STRATA NETWORKS any time it is necessary to do so; (ii) STRATA NETWORKS and its authorized agents to use STRATA NETWORKS' Equipment and Customer Equipment, including inside wiring, connected to our network to provide the Services to you.

- **Network Facilities.** STRATA NETWORKS' "Network Facilities" means any cabling, fiber, and related equipment installed by STRATA NETWORKS to provide the Services. The Network Facilities shall at all times remain the property of STRATA NETWORKS.

- **Changes to Equipment.** You acknowledge and agree that STRATA NETWORKS may enter any premises where Equipment is located for the purpose of inspection and may remove or change STRATA NETWORKS' Equipment at our

discretion at any time the Services are active or following the termination of your Services. You acknowledge and agree that our addition or removal of or change to the Equipment may interrupt your Services.

Maintenance.

- **Standard Maintenance.** STRATA NETWORKS shall be responsible for standard maintenance, which shall include maintenance of our network, Network Facilities and Equipment (not including handsets or mobile devices) ("Standard Maintenance"). If your connection ceases to function properly but STRATA NETWORKS' network is still functioning properly, STRATA NETWORKS may deploy a technician to your Premises during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If the problem is due to your negligence, or any of those items listed in the "Not Covered by Standard Maintenance" Section below, standard hourly rates of $100 shall apply and shall be paid by you. Service rates outside of normal business hours are $100/hour.

- **Are Not Covered by Standard Maintenance.** Maintenance, repair, or replacement of parts damaged or lost through accident, catastrophe, lightning, neglect, misuse, transportation, theft, your fault or negligence, or causes external to the STRATA NETWORKS' network, including but not limited to, failure of, or faulty electrical power, operator error, or malfunction of Customer Equipment, your computer, and/or peripheral equipment not installed by STRATA NETWORKS, or from any cause other than the intended and ordinary cause are not covered by standard maintenance. Customers handsets and mobile devices are not covered by standard maintenance.

Use of Services. You agree that use of the Services and the Equipment will be pursuant to STRATA NETWORKS' Acceptable Use Policy and pursuant to these Terms and Conditions and will not be unreasonable, as defined below. The Services are for your personal use and you are not permitted to resell, retail, repackage for sale, distribute, wholesale, or otherwise commercially distribute any of the Services, without the express written consent of STRATA NETWORKS, which may be granted or withheld in STRATA NETWORKS' sole discretion. In general, STRATA NETWORKS prohibits use of the Services for any activity that violates federal, state, local, or international law, order or regulation. If more than one party is named in this agreement as a billing responsible party, liability shall be joint and several. STRATA NETWORKS reserves the right to correct the price for Service if you have received pricing for which you do not qualify.

- **Unreasonable Use of Service**. Unreasonable use of service occurs when a customer uses a service in such a way that violates STRATA Networks' Acceptable Use Policy, Terms and Conditions, and otherwise is either excessive or a non-ordinary Use. In respect of the customers whose use is determined as unreasonable, STRATA NETWORKs, at its option and sole discretion, take any responsive action including, but not limited to, having the customer's access or use diminished or service(s) suspended or terminated without notice and is not bound to give any reason whatsoever.

Misuse or Fraudulent Use of Service. Service may be immediately discontinued in the event of any misuse of Service or any use which STRATA NETWORKS determines negatively affects its network, wireless systems, or other customers' use of service. You will be responsible to STRATA NETWORKS for any expenses incurred as a result of misuse or fraudulent use of Service.

Indemnification. You agree to indemnify, release, defend and hold harmless STRATA NETWORKS and its subsidiaries, affiliates, officers, directors, employees or agents from and against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Services, the Equipment and/or the Customer Equipment, the breach of this agreement or any of the applicable STRATA NETWORKS policies by you, and any other use of the Services at the Premises. To the extent permitted by law, you agree to indemnify and hold harmless STRATA NETWORKS from and against claims, losses or suite for injury or death of any person, or damage to any property which arises from the use, placement, presence, or removal of STRATA NETWORKS' Equipment, Network Facilities, and associated wiring on your premises.

Assignment. You acknowledge and agree that you may not assign the Services furnished to you or your obligations under this agreement, and that you will notify STRATA NETWORKS of any changes of ownership or occupancy of the Premises. STRATA NETWORKS may assign our rights and obligations under this agreement without notice.

Term and Termination of Services.

- **Contract Period.** You may have entered into a Service Order or a term agreement with STRATA NETWORKS that requires you to maintain certain Services for a certain period of time ("Contract Period") and that may allow STRATA NETWORKS to charge you an early termination fee if you prematurely cancel your Service. Any such Contract Period or term agreement is incorporated and merged into these Terms and Conditions and constitutes part of your agreement with STRATA NEWORKS. Service shall be provided to you for the term identified in your Service Order.

- **Termination By STRATA NETWORKS.** STRATA NETWORKS may terminate your Services, your account, your access, or your password, without notice, as permitted by law if STRATA NETWORKS, in its sole discretion, believes:

    - You (or anyone you permit to utilize the Services) have violated this Agreement;

- You (or anyone you permit to utilize the Services) engage in conduct that is a violation of any law or regulation;
- You provide false or inaccurate information to STRATA;
- You fail to pay any charges when due; or
- You engage in conduct that is threatening, abusive or harassing to STRATA, its employees or any of its vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct.

In the event that you have a Contract Period and STRATA Networks terminates your Service for a breach of the Agreement, you agree to pay any early termination charges which may be due.

- **Enforcement and Notice.** When feasible, STRATA NETWORKS' preference is to advise you of violations of these Term and Conditions, or other inappropriate behavior via email, and request that you take necessary corrective action. However, if you use the Services in a way that STRATA NETWORKS, in our sole discretion, believes violates this agreement, STRATA NETWORKS reserves the right to act immediately and without notice to take any responsive actions deemed appropriate, including, but not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. STRATA NETWORKS will not have any liability for any such responsive actions. The above described actions are not STRATA NETWORKS' exclusive remedies, and STRATA NETWORKS may take any other legal or technical action it deems appropriate.

- **Termination By You.** If you do not have a Contract Period, you have the right to cancel your Service for any reason without incurring any early termination fee by notifying STRATA NETWORKS of your intent to terminate by: (i) providing written notice to STRATA NETWORKS; or (ii) contacting STRATA NETWORKS' Customer Service at 435-622-5007. If you do have a specified Contract Period, early termination of this agreement by you without cause will result in Early Termination Charges as set forth below.

- **Cause.** For purpose of the Termination Provisions "Cause" means the other party's material breach of this agreement.

- **Charges and Fees Payable Upon Termination.** All applicable fees and charges shall accrue until your Service has been terminated, the Services have been disconnected, and the STRATA NETWORKS Equipment has been returned to STRATA NETWORKS. STRATA NETWORKS will refund any prepaid monthly service fees charged for Services after the date of termination, less any outstanding amounts due to STRATA NETWORKS for the Services, Equipment, or other applicable fees and charges. Upon termination of this agreement, you will:

    - Cease all use of the Services and Equipment.
    - Pay for all Services rendered through the date of termination.
    - Return the Equipment to STRATA NETWORKS within ten (10) calendar days of termination. STRATA NETWORKS' Equipment shall be returned in good working condition, reasonable wear and tear excepted. Otherwise, you will be charged the amount set forth in the current STRATA NETWORKS' pricing lists for such Equipment, or the full retail price for a new replacement.
    - Pay all applicable Early Termination Charges.

Disruption of Services. You acknowledge and agree that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment. In addition, STRATA NETWORKS will not be held liable for interruptions in service due to equipment failure, equipment or facility shortages, labor strikes, acts of God, power outages, power surges, or other causes beyond STRATA NETWORKS' reasonable control. In all other cases of an interruption of the Services, STRATA NETWORKS shall consider requests made within sixty (60) days of such interruption, to a pro rata credit for any Services interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Services interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES. Any credits provided by STRATA NETWORKS are at our sole discretion and in no event shall constitute or be construed as a course of conduct by STRATA NETWORKS.

Technical Support. STRATA NETWORKS will provide technical support via telephone at no additional charge to assist you with your Services, including but not limited to, establishing your connection to the Service and configuration of Internet software tools. Technical support consists only of consulting services and in no event shall it include maintenance or repair of your hardware. Technical telephone support is available twenty-four hours per day, seven days per week. Customer Service support

is available from 8:00 a.m. to 6:00 p.m., Monday through Friday, Saturday 10:00 a.m. to 4:00 p.m. except on nationally observed holidays. If you require a technician to be dispatched to your Premises after regular telephone hours, you may incur a charge. You will be informed of such charge in advance by our Customer Service Representatives or Technicians.

No Waiver. The failure of STRATA NETWORKS to enforce these Terms and Conditions, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

Bankruptcy. If a petition for bankruptcy relief is filed by or against you, you agree to pay all post-petition charges. If at any time prior to assumption of this agreement by you, you default in making payment when due for post-petition charges, STRATA NETWORKS can immediately terminate this agreement or require a security deposit. If bankruptcy is filed and your account is not paid in full, account reactivation may require a new phone number, a new credit application and a security deposit.

LANDLINE "TELEPHONE" TERMS & CONDITIONS

You will grant to STRATA Networks the necessary rights, privileges and easements to construct, operate, replace, repair and perpetually maintain on the property owned or leased by you, and as may be applicable, in or upon all roads, streets or highways abutting said property, its line or lines for the transmission or distribution of communications. You will execute and deliver to STRATA NETWORKS any conveyance, grant or instrument which STRATA NETWORKS shall deem necessary or convenient for said purposes. You request STRATA NETWORKS to furnish telephone service and equipment as specified on the Service Order and as may be ordered from time to time, either orally or in writing; subject at all times to lawful rates and regulations. You also understand that you are responsible for payment for any calls placed from your telephone number.

LONG DISTANCE TERMS & CONDITIONS

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to STRATA NETWORKS' long distance services. You understand that you may choose both interstate and/or intrastate carriers for any one telephone number. You understand that you may be required to pay for changing from your current primary carrier to STRATA NETWORKS. You also understand that you are responsible for payments for any calls placed from your telephone number whether or not you have authorized such calls.

STRATA NETWORKS' long distance service will allow you to complete calls to all destinations in the United States. Domestic rates do not include US Extended Territories which includes calling from the US to the following areas: Alaska, Hawaii, Puerto Rico, US Virgin Islands and the Northern Marianas. US Extended Territories will be billed at 15 cents per minute. International rates vary; for details call 435-622-5007.

Slamming is the unauthorized change of your long distance service provider. This unfortunate practice often goes undetected until you receive a long distance bill with extremely high rates from another long distance carrier. A Preferred Provider Freeze is FREE and will prevent any unauthorized changes to your in-state toll, out-of-state toll, international toll or local dial tone. To prevent an unauthorized change of your long distance service provider, contact STRATA NETWORKS at 435-622-5007 and ask that a Preferred Provider Freeze be placed on your account. It's FREE and will prevent changes to your account without your authorization.

If you pay a flat monthly rate for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis or a measured basis.

INTERNET SERVICE TERMS & CONDITIONS

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to STRATA NETWORKS' Internet Service.

Internet Access. STRATA NETWORKS, under the terms of this agreement will provide to Customer the designated Internet Service and internet access, according to Customer's Service Order. STRATA NETWORKS offers different speed packages, depending upon service availability in your location. The current Internet packages may be found on the STRATA NETWORKS website at: www.stratanetworks.com. STRATA NETWORKS is a provider of Internet access in that it is a "conduit entity" through which you may obtain access to the Internet. You desire to utilize the services of STRATA NETWORKS as a conduit to enable you to access information, programs and other services available on the Internet.

STRATA NETWORKS Provided E-mail Account. Some plans include the option to open and use a STRATA NETWORKS' provided e-mail account ("STRATA NETWORKS E-mail Account"). You acknowledge that STRATA NETWORKS may establish general practices and limits concerning the use of the STRATA NETWORKS E-mail Account, including without limitation the maximum number of days that e-mail messages or other content will be retained, the maximum number of e-mail message that may be sent from or received by a STRATA NETWORKS E-mail Account, and the maximum disk space that will be allotted on STRATA NETWORKS' servers on your behalf. You agree that STRATA NETWORKS has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that STRATA NETWORKS reserves the right to disable accounts that are inactive for an extended period of time.

You further acknowledge that STRATA NETWORKS reserves the right to change these general practices and limits at any time in its sole discretion with or without notice.

Customer Premises Equipment (CPE). STRATA NETWORKS has available equipment that you may purchase to obtain the Internet Service. Modem pricing is indicated on Customer's Service Order.

- **Title to CPE.** Title to equipment purchased from STRATA NETWORKS shall pass to you upon payment in full of the sales price, including all applicable taxes. You assume the risk of loss or damage to the equipment upon delivery to your location. ANY EQUIPMENT PROVIDED BY STRATA NETWORKS WILL BE WARRANTED BY THE MANUFACTURER. THAT IS THE ONLY WARRANTY PROVIDED BY STRATA NETWORKS FOR THE EQUIPMENT AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, APPLY TO THE EQUIPMENT. During the term of the manufacturer's warranty period, STRATA NETWORKS will support the equipment for problems covered by the manufacturer's warranty. Once the warranty term period has expired, STRATA NETWORKS will no longer support problems with the equipment.

- **Third Party Equipment.** You may purchase your premises equipment from other providers. STRATA NETWORKS is not responsible for setup, or support of any equipment purchased and/or installed through a third party provider.

Installation. Prior to installation, you are responsible for ensuring that your computer is configured for Internet Service modem connection. STRATA NETWORKS will install Internet Service to the modem at your premises at your request, for an additional charge as set forth on the attached schedule. If requested, STRATA NETWORKS may, at its sole discretion, provide inside wiring and jack work. You will be responsible for the charges from STRATA NETWORKS for those services. STRATA NETWORKS will not dispatch a technician to your location to resolve any network-related problems, without additional charges being incurred and paid by you.

Installation Dates and Time. Installation dates and times will be determined by STRATA NETWORKS and communicated to you. If a technician is on site at the date and time set for the installation and you or your authorized representative is not present, you will be charged a "no show" fee and rescheduling may result in a delay of service.

Service delivery. STRATA NETWORKS will provide the Internet connection speed set forth in the Service Order between your location and STRATA NETWORKS' central office. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by STRATA NETWORKS.

Service calls. If STRATA NETWORKS is called to your site and it is determined that the problem is other than the Internet Service and/or the Internet interface, you will incur and be liable for a service fee.

Delay. STRATA NETWORKS WILL NOT BE LIABLE FOR ANY DELAY IN THE DELIVERY OR INSTALLATION OF INTERNET OR FOR ANY DAMAGES YOU SUFFER BY REASON OF SUCH DELAY IF SUCH DELAY IS DIRECTLY OR INDIRECTLY CAUSED BY, OR ANY MANNER ARISES FROM TRANSPORTATION DELAYS OR ANY OTHER CAUSE BEYOND STRATA NETWORKS' CONTROL.

Protective Measures. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to STRATA NETWORKS for reconstruction of any lost data. You agree to assess your own need for protective measures, and implement such protective measures where necessary, whether under professional advice or not, including, but not limited to, voltage spike protection, computer equipment insurance, virus detection and elimination software, security and system administration policies, and obtain such protection as you see fit. You specifically agree that you will not make any claims against STRATA NETWORKS, its users or faculty, for the loss or damage to your equipment or data.

Password. You are responsible for the confidentiality of your password. STRATA NETWORKS will change access to the account upon notification by you that your password has been lost, stolen or otherwise compromised. If STRATA NETWORKS believes that your password has been lost, stolen, or otherwise compromised, STRATA NETWORKS may restrict access to the account and require you to contact Customer Service to establish a new password.

IP Addresses. You acknowledge that use of the Service does not give you any ownership or other rights in any Internet or online addresses provided to you, including without limitation Internet Protocol ("IP") addresses and e-mail addresses. STRATA NETWORKS may modify or change these addresses at any time and will make reasonable efforts to contact impacted customers when such changes are made. Upon termination of your Service, STRATA NETWORKS reserves the right to permanently delete or remove any or all addresses associated with your Service.

Network Security. Network security provisions can be viewed at: www.stratanetworks.com.

Acceptable Use. Use of the Service shall be made pursuant to the Acceptable Use Policy which is available at: www.stratanetworks.com.

Customer Responsibilities.

- You are responsible for the use of your own account(s), and for ensuring full compliance by any individual user of your account with the terms and conditions contained herein.

- You are responsible for obtaining and maintaining all devices or equipment necessary to connect to STRATA NETWORKS to use the Service ordered.

- You agree to use STRATA NETWORKS in a manner consistent with any and all applicable laws.

- You understand and agree that opinions, advice, services and all other information expressed by customers, information providers, service providers, or other third parties on STRATA NETWORKS or the Internet are those of the provider and not of STRATA NETWORKS. STRATA NETWORKS exercises no control whatsoever over the content of the information passing through it.

- You are responsible for all telephone charges for connection to STRATA NETWORKS Services. STRATA NETWORKS assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute surcharges and/or equipment or line costs, incurred by you while accessing STRATA NETWORKS or the Internet. Any disputes or problems regarding phone service are strictly between you and your local and/or long distance telephone service provider(s).

- You agree that any access to other networks through STRATA NETWORKS shall comply with the rules appropriate for such other network(s).

- You acknowledge and agree that use of any information obtained via STRATA NETWORKS is at your risk. STRATA NETWORKS specifically denies any responsibility for the accuracy or quality of information obtained through its services.

- You are responsible for taking prompt corrective action to remedy a violation of this agreement and to help prevent future violations.

- You are solely responsible for the protection of your identity from identity theft. STRATA NETWORKS does not verify the security of any Internet site. You acknowledge that your use of personal information while on the Internet places you at risk for identity theft.

- You specifically agree not to upload, post or reproduce in any way any materials protected by copyright without the permission of the copyright owner.

- By posting or submitting any content or other materials to the Site, including any audio or video files, classified advertisements or personal information (collectively "Your Content"), you affirm, represent, and warrant that (i) you own or otherwise control all right, title, and interest in and to Your Content, including the copyright thereto; (ii) none of Your Content is defamatory, libelous, obscene, or pornographic; and (iii) use of Your Content as provided in these Terms and Conditions will not violate any legal rights of any third party. You hereby grant STRATA NETWORKS and our designees a worldwide, royalty-free, non-exclusive, transferable, sublicensable license (the "License") to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, and prepare derivative works of Your Content in connection with the Site or the conduct of STRATA NETWORKS' business in any formats ad through any media channel. STRATA NETWORKS may monitor Your Content as it appears on the Site and may edit or delete Your Content at any time and for any or no reason without your permission.

- If content is not owned by you, only public domain files, and files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries or other files by you. You may not upload any other software to the STRATA NETWORKS website, or to any other software library. STRATA NETWORKS, at its sole discretion, reserves the right to refuse posting of files or links, and to remove same, including those which in STRATA NETWORKS' judgment contain indecent or objectionable materials. STRATA NETWORKS, at its sole discretion, further reserves the right to immediately terminate, without notice, any customer who misuses uploading or posting to the Internet.

Sharing Service. The Internet Service provided is for your personal use, or the use of your immediate family or business, at the address listed in the Service Order. The Service may not be resold, transmitted to others or used by others. Any violation of this condition will result in the service being disconnected and the Customer charged for the use by others at the rates set by STRATA NETWORKS. You agree you will not allow any unauthorized person or entity to utilize STRATA NETWORKS to connect to the Internet. You may not distribute User IDs and/or Passwords to the STRATA NETWORKS Service, to Internet, or to others.

No Resale. You agree not to resell or obtain any compensation in any form, directly, or indirectly, from any other person or entity for access, products, service or content through STRATA NETWORKS without the expressed written permission of STRATA NETWORKS which may be withheld in its sole discretion.

Lawful Use. STRATA NETWORKS Internet Service may only be used for lawful purposes. Transmission or posting of any material in violation of any U.S. or any State's regulation is prohibited. This includes but is not limited to: Copyrighted material, material that is legally judged to be threatening or obscene, or material protected by trade secret. You specifically agree to indemnify and hold STRATA NETWORKS harmless from any claims resulting from a breach of these terms, and/or your use of the service which damages another.

Changes to service. During the term of this agreement, you may choose to change your Internet speed. No change fee will be required to implement the change, but a change in speed may result in different rates. A move of service from the address set forth in this agreement will be considered a "move and change", and a "move and change" fee will apply.

WIRELESS TELEPHONE SERVICE TERMS & CONDITIONS

The price established for Service is set forth in the current STRATA NETWORKS calling plan you have selected. Your calling plan may have a one or two year minimum term. Cancellation of service before the end of a minimum term is subject to an early termination fee. If you pay a flat monthly rate for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis or a measured basis.

Resale. You agree not to resell wireless airtime provided to you to any other individual or entity unless you do so pursuant to STRATA NETWORKS' reseller program.

Returns. You have the option to change to another wireless plan of equal or higher value at any time without penalty. Contract extension and/or renewal may apply. You may become eligible to take advantage of equipment upgrades at promotional pricing; however, promotional offers may require an extension of your Service Order or customer agreement. We provide a 15-day satisfaction guarantee on any product you buy from STRATA NETWORKS. You pay only for the Service you've used. You will be responsible for all applicable fees, pro-rated access charges, taxes or other charges that accrued to your account through the termination date and equipment return date. You must return the original box intact with all components (phone, charger, battery, instructions, etc.). All components must be in like-new condition. Wireless phone returns must have less than thirty (30) minutes of usage. All returns must be accompanied by the original receipt and will only be granted to the actual purchaser whose name appears on the receipt. At our discretion, we may decline your return or charge you a fee for missing items or items that we determine are damaged or require service. If you return and we accept your equipment within this period, we will refund your equipment purchase price. However, you may be subject to a 30% restocking fee. All cash or check transactions will be refunded by check. Checks take a minimum of 4-6 weeks for processing. Credit card transactions will be refunded to the credit card used for the initial transaction.

Disclaimer of Handset Warranties. STRATA NETWORKS IS NOT THE PHONE MANUFACTURER; THEREFORE, ANY MANUFACTURER DEFECTS ARE HANDLED BY YOUR PHONE'S MANUFACTURER. PHONES OR COMPONENTS WILL NOT BE REPLACED WHEN DAMAGE OCCURS DUE TO ABUSE OR NEGLECT.

Limitation of Wireless Service. YOU UNDERSTAND THAT THE ABILITY TO PLACE A WIRELESS CALL, INCLUDING A 911 CALL, MAY BE SUBJECT TO LIMITATIONS OF COVERAGE AND NETWORK CAPACITY, AND THAT YOU SHOULD NOT RELY ON STRATA NETWORKS SERVICE AS YOUR ONLY MEANS OF COMMUNICATION IN EMERGENCY SITUATIONS. RAIN, SNOW, FOG, FALLING LEAVES, WATER, MOUNTAINS, CANYONS AND EVEN BUILDINGS MAY AFFECT SERVICE. ALL WIRELESS SERVICE IS SUBJECT TO "DEAD ZONES" OR NO-COVERAGE AREAS. It is generally illegal for unauthorized people to intercept your calls. However, you should keep in mind while using your wireless phone that the phone transmits radio signals and that unauthorized interception of some or all of your call can occur.

Calling Plan and Rates. Your calling plan determines your rates and charges, such as your monthly access fee, the number of minutes included in your monthly allowance, and the per-minute rate for additional minutes, as well as when roaming and long distance charges may apply. Your calling plan is a part of this agreement.

Length of Your Call. Your calls are measured in full minutes. That means partial minutes are rounded up to the next full minute. For example, a 15-second call is billed as one full minute. Your calls will be billed from the time you press (SEND) until you press (END).

Network Support. STRATA NETWORKS retains the right to make updates or modifications to your handset parameters via OTA (over-the-air) programming without your prior consent. This right may also be granted to third party vendors who work directly with STRATA NETWORKS in supporting and delivering wireless service to STRATA customers.

Airtime Allowance. Your calling plan may specify a set amount of included airtime minutes each month. If a device such as an answering machine or fax machine answers the incoming call automatically, the call may be considered completed and billable. Calls to 800 numbers are toll-free; however, you will be billed for airtime. STRATA NETWORKS customer service and technical support (611 SEND) and emergency calls (911 SEND), are toll- and airtime-free.

Roaming Charges. Your location when placing a call will affect whether roaming charges will apply. STRATA NETWORKS enables you to use your wireless phone across the United States in certain areas where we do not own a wireless network. The billing for any minutes used on these other carriers' networks may be delayed depending on when STRATA NETWORKS is billed by the other carriers. These minutes may be applied against your monthly airtime allowance or be charged as roaming as applicable in the month they appear on your bill and not during the month of usage. Automatic roaming may not be available in all areas, and rates may vary for calls placed while roaming. The accuracy of the roaming indicator on your phone cannot be guaranteed. Calls you place from within your home airtime rate and coverage area may be picked up outside the area if you place the call on or near the borders of the area. Also, a call placed within the home coverage area may be carried on another carrier's network from time to time. This may be due to network outages, number capacity overload, network coverage, environmental or other reasons and may result in additional charges, as if you were roaming outside your home airtime rate and coverage area. Seventy percent (70%) of your daytime minutes or data usage must be used within the STRATA NETWORKS home calling area. If over thirty percent (30%) of your package minutes or data usage occurs outside of the STRATA NETWORKS home calling area, STRATA NETWORKS reserves the right to change your package with thirty (30) days' notice.

Data Plans and Features. Data Plans and Features may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP). The Data Plans and Features MAY NOT be used for any other purpose. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, interferes with the network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections, or peer–to–peer (P2P) file–sharing applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iv) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (v) any activity that adversely affects the ability of other users or systems to use either STRATA NETWORKS' services or the Internet–based resources of others, including the generation or dissemination of viruses, malware, or "denial of service" attacks; (vi) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to requirements for such usage, which may be changed from time to time.

You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost. Data overage and data roam charges vary by plan.

Unlimited Data Plans. The absolute capacity of the data network is limited; consequently, STRATA NETWORKS reserves the right to employ network management practices for the benefit of all data users. If you are an unlimited data plan customer, you agree that "unlimited" means you pay a fixed monthly charge for wireless data services regardless of how much data you use. You further agree that "unlimited" does not mean that you can use your data service in any way that you choose or for any prohibited activities referenced above, and that you will not use your unlimited data plan in any manner that is prohibited. During times of network congestion, your data may be temporarily slowed. STRATA NETWORKS reserves the right to manage your data speed, and may limit, restrict, suspend or terminate your data services or switch you to a tiered data plan if it believes you are using the Service in an unauthorized manner or in a manner that is harmful to the network.

- **Roaming Outside of STRATA NETWORKS Coverage Area.** After 10 GB of data usage outside of STRATA NETWORKS' local network within a single billing period, speeds will be slowed to 512 Kbps while roaming. After 15 GB of data usage outside of STRATA NETWORKS' local network within a single billing period, speeds will be slowed to 128 Kbps while roaming. Tethered data will be restricted to the same policy. Customers who consistently use excessive amounts of data outside of the local area may be required to select a different Strata wireless plan or be subject to different policies.

Cumulative Charges. On any call you make or receive, different kinds of charges may apply. Charges may also apply to two or more calls simultaneously if you use call waiting, call forwarding, three way calling, voicemail, or if you receive an incoming roaming call.

Prevent Fraud. STRATA NETWORKS wants to protect your privacy and works hard to prevent unauthorized phone usage or fraud. STRATA NETWORKS recommends the following guidelines to help prevent fraud:

- Report a lost or stolen phone to the police and STRATA NETWORKS immediately. Once you've notified us, we'll suspend service for up to thirty (30) days from your notice to us, or until you replace or recover your wireless phone, whichever comes first. Until you notify us, you are still responsible for all charges to your wireless phone number.

- Review your bill and report any suspicious calling activity. If we conclude that the calls are fraudulent, you will not be held responsible for the charges.

- Have your phone serviced only at a STRATA NETWORKS authorized service center.

Late Payment/No Payment. Late payments will be charged interest on the amount due from the due date until the date paid. STRATA NETWORKS reserves the right to suspend and/or disconnect service on accounts more than 10 days past due. If a suspended account is reactivated, a $75 security deposit (per phone) and reactivation fees may apply. When reactivating service, a credit application may be required.

Security Deposit. You may have been asked to leave a security deposit at the time you activated your wireless service. If you end your service with us and don't owe us any money, we'll refund your security deposit. In order to apply or refund your security deposit, we require that your account has been in current status for one full year. It may take several billing cycles to provide a refund. Amounts of less than five dollars will be refunded only upon request. Security deposits paid by credit card will be given to you as a final refund by check, which may take up to 4-6 weeks to process.

Service Plan Term. For customers who are on a contract for a particular term, if at any time within the term of the contract you disconnect or fail to make monthly payment and are disconnected, in addition to monies owing for Services, you agree to pay to STRATA NETWORKS a disconnect fee which is the greater of (1) $200 per phone or $350 per smart phone; or (2) up to the full amount of the discount you received from STRATA NETWORKS on the purchase price of the phone. If you agree to maintain service for a contract term, upon expiration of the contract term, this agreement will automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation. If there is no minimum contract term associated with the service plan you elect, this agreement will apply and automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation.

Ownership of Equipment. STRATA NETWORKS maintains ownership of equipment (wireless phones) which have been discounted for purchase, or which are part of a rebate included with your contract term. If you disconnect Service, you own the equipment only after the disconnect fee and the account are paid in full. SPC codes may only be removed from a customer's phone if the phone is no longer in contract and the account is paid in full. There will be a $100 charge associated with the removal of a SPC code.

Your Telephone Number. You do not have any rights to any personal identification number, e-mail address or any other identifier STRATA NETWORKS may assign you. This also applies to your telephone number. In certain cases, if you elect to terminate Service from STRATA NETWORKS, you may be able to take your telephone number with you to another carrier. You may or may not be able to use your current wireless telephone on the new carrier's network. If you wish to take your phone number with you when switching to another carrier, do NOT deactivate your number. Once a telephone number has been deactivated, it can no longer be moved to another carrier. Instead, before canceling your STRATA NETWORKS service, have your new service provider advise STRATA NETWORKS of your desire to take your phone number with you. Numbers moved to another carrier before the end of the minimum service term will be treated as an early termination and early cancellation charges may apply. You are still responsible for all charges incurred under this agreement even if you choose to take your phone number to another carrier.

The Location of Your Telephone. Many handsets are capable of providing STRATA NETWORKS with information as to the location of the handset when a telephone call is initiated. While the accuracy of this location determination varies from call to call as a function of conditions at the time and place of making the call, STRATA NETWORKS will disclose the location of your telephone, based upon information reported by the phone, to emergency personnel anytime you place a call to "911." Not all 911 answering points are capable of processing caller location information and not all handsets are capable of providing locational information to the STRATA NETWORKS network. Consult your telephone owner's manual or contact STRATA NETWORKS to determine whether your wireless telephone is capable of providing locational information which the STRATA NETWORKS network can pass along to emergency personnel.

Compatible Handsets. Some features require the use of compatible handsets in order to function properly.

Authorized Users. The name(s) on your Service Order or an authorized user properly designated by you are the only authorized name(s) to make calling plan changes or billing inquiries. STRATA NETWORKS will use the address specified on the Service Order for any notices which it may send to you until such time as you provide STRATA NETWORKS with a different address, to use for such purpose, in writing.

iPad SERVICE TERMS & CONDITIONS

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to STRATA NETWORKS' iPad Service:

- **2-Year Contract Service.** If you have a two-year contract and cancel your service agreement, a $100 Early Termination Fee applies for each line of service that you terminate early.

- **Payment Plan:** If you are on a monthly payment plan, you must stay current on all monthly installment payments. Taxes for device(s) are due upon sale. If you default on your payments, you will be held liable for all payments on the remaining balance and any or all collection fees.

VOICE OVER INTERNET PROTOCOL (VoIP) SERVICE TERMS AND CONDITIONS

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to STRATA NETWORKS' VoIP Service:

Description of VoIP Services. VoIP services allow you to make or receive telephone calls over the internet to or from the public switched telephone network. The Analog Terminal Adapter (ATA) is a device that allows you to connect a normal public switched telephone network telephone to the Internet in order to make or place telephone calls. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and you acknowledge, understand, and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services.

911 and E-911 Calls. Prior to the initialization of the Services, on your Service Order you shall provide accurate name and address information where the ATA and the Services will be utilized (also known as "Registered Location") for the purpose of updating the E-911 Data Base. If your Registered Location provided on your Service Order does not convert to a valid Master Street Address Guide (also known to as the "MSAG") address for your locality, STRATA NETWORKS will notify you and stop all processing of the order until you provide an MSAG-compatible address.

Accuracy of Registered Location Information. You assume all responsibility for the accuracy of the Registered Location that you provide to STRATA NETWORKS for entry into the E-911 Data Base. You bear the responsibility to notify STRATA NETWORKS of any changes to the Registered Location. You agree to indemnify and hold STRATA NETWORKS harmless from any claims, damages, or suits related to the accuracy of data provided by you for inclusion in the E-911 Data Base. You shall provide (and update as necessary) STRATA NETWORKS with accurate information related to E-911 Service, including, but not limited to: location of individual telephone stations and a description of your facilities, equipment and software for the Services. You acknowledge and agree that you will not use STRATA NETWORKS' Services from any location other than the Registered Location, and that you will not use the ATA from any location other than the Registered Location. It is your responsibility to update the physical location information where the service is being used, or where the ATA is being used, if it differs from the prior Registered Location.

Limitation to 911 and E-Service. You acknowledge and understand that access to emergency services through 911 and E-911 calls is limited; that the VoIP Service supports E-911 (where available); and that access to emergency service is available only if the service is operated from the Registered Location, and then only if you have an active connection to the service. You acknowledge and understand that if there is a service outage (even related to extended power outages) for any reason, such outage may prevent all voice service, including 911 dialing.

Service Outages Due to Power Failure or Disruption. Dependent upon your location, network backup power systems may be in place during the event of a power failure. Your device, as set forth herein, may also provide limited battery backup. Consult with STRATA NETWORKS to determine whether or not your device has battery backup.

Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all STRATA NETWORKS VoIP Service, including 911 Dialing, from functioning.

Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. 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 you alert us to this situation, we will attempt to work with you 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 dialing feature, may not function. You acknowledge that STRATA NETWORKS 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 dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this agreement.

Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 dialing, 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 for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

Time. You also acknowledge that it may take STRATA NETWORKS up to seven (7) days to get the correct address information to E-911 database and that during that time the E-911 Data Base may have the wrong address information. You should be prepared to give the local emergency operator answering the 911 call, your call back number and exact location.

Release; Limitation of Liability; and Indemnification. You agree to release, indemnify, defend, and hold harmless STRATA NETWORKS from any and all losses, claims, demands, damages, expenses, suits or other action or any liability whatsoever including, without limitation, costs and attorneys' fees, suffered, made, instituted, or asserted by you and your users against STRATA NETWORKS arising out of, or related to, 911/E-911 service, including, but not limited to, the delivery of 911/E911 calls to emergency call centers, the delivery of the end user's call back number and location information, and/or providing information to customers of the capabilities and limitations of 911/E-911 services. You will indemnify and hold STRATA NETWORKS, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorneys' fees) incurred as a result of any act or omission, representation or statement by you, your affiliates, directors, officers, employees or agents related to E-911 services.

Devices. STRATA NETWORKS requires the use and/or rental of VoIP devices, including, but not limited to a Multi-media Terminal Adapter ("MTA"), an ATA, or other IP connection device to be used in conjunction with the STRATA NETWORKS VoIP Services.

Device with battery backup. Battery backup on qualifying devices is limited. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should contact STRATA NETWORKS for instructions or replacement. Failure of network power backup systems or the MTA internal backup system during a power failure or disruption will prevent all service, including 911 dialing, from functioning.

Device without battery backup. Devices that do not have a battery backup cannot support 911 dialing in event of a power failure or disruption. If there is an interruption in the power supply, the STRATA NEWTORKS' VoIP Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the device prior to utilizing the STRATA NETWORKS' VoIP Service, including 911 dialing.

Prohibited Uses of STRATA NETWORKS VoIP. Prohibited uses of STRATA NETWORKS' VoIP Services include, but are not limited to:

- Using STRATA NETWORKS' VoIP Services in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior.
- Using STRATA NETWORKS' VoIP Services with auto-dialers.
- Telemarketing.
- Use of fax machines for fax broadcasting or fax blasting.
- Extensive call forwarding or use of call forwarding or conference features to act as a bridge to chat lines or other conferencing facility.
- Operating a business with residential service (including a home-based business, a non-profit business, governmental or other enterprise).
- Operating a call center or conference line.
- Transmission or reception of broadcasts over teleconferencing facilities.
- Transmission or reception of recorded material or communications which do not consist of standard residential voice calling involving life dialog between individuals.
- Utilization of STRATA NETWORKS' VoIP service for monitoring services, data transmissions, or transcription services.
- Transmissions or reception of broadcasts.
- Resale of the STRATA NETWORKS' VoIP Services to others.
- Using STRATA NETWORKS' VoIP Services in a way that is considered an unreasonable, excessive, or non-ordinary use.

- For Customers utilizing STRATA NETWORKS Business Voice International Calling Package unreasonable use means, going over 600 minutes within one month.

If you pay a flat monthly rate for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis or a measured basis.

ADDITIONAL TERMS AND CONDITIONS

ACCESS TO EMERGENCY RESPONSE SERVICES

Customer's use of STRATA NETWORKS ("STRATA NETWORKS") Phone Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of and in addition to STRATA NETWORKS' TERMS AND CONDITIONS.

1. **Acceptance of terms and conditions and responsibility for the Service**. Customer acknowledges that Customer is accepting these terms and conditions on behalf of all persons who use the Service on Customer's account and that Customer shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable STRATA NETWORKS policies. Customer acknowledges that Customer shall be responsible for any transactions made through the Service.

2. **Kari's Law**. In August 2019, the Federal Communications Commission ("FCC") adopted rules implementing Kari's Law, requiring direct 911 dialing and notification capabilities in multi-line telephone systems ("MLTS").
    a. Customer acknowledges and agrees that, where applicable, STRATA NETWORKS has provisioned MLTS in compliance with Kari's Law, including MLTS capable of allowing a user to directly initiate a call to 911 from any station equipped with dialing facilities, without dialing any additional digit, code, prefix or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix or post-fix for the other calls.

    Where STRATA NETWORKS is engaged in the business of installing, managing or operating the MLTS, STRATA NETWORKS will configure the MLTS to provide MLTS Notification, as prescribed in Kari's Law, to a central location at the facility where the system is installed or to another person or organization regardless of location in compliance with Kari's Law. Customer acknowledges that it is responsible for providing STRATA NETWORKS with its preferred method of MLTS Notification and sufficient contact information for at least two contacts where MLTS Notification may be sent ("MLTS Emergency Contacts") and keeping such information updated at all times. Customer agrees to notify a STRATA NETWORKS customer service representative by calling 435-622-5007.
    b. CUSTOMER ACKNOWLEDGES AND AGREES THAT STRATA NETWORKS WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE CUSTOMER PERFORMING THE FUNCTIONS OF A PERSON ENGAGED IN INSTALLING, MANAGING, OR OPERATING AN MLTS, INCLUDING ACTIVELY MAKING ANY CHANGES TO THE MLTS NOTIFICATION, MLTS NOTIFICATION SYSTEM, AND/OR MLTS EMERGENCY CONTACTS ON ITS OWN. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT STRATA NETWORKS WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF CUSTOMER DECLINING TO USE THE SERVICES OFFERED.
3. **RAY BAUM'S Act**. Section 506 of RAY BAUM'S Act was enacted to ensure that accurate location information is conveyed with 911 calls so that first responders can more quickly locate the caller. These rules apply to the following 911-capable services: fixed telephony, interconnected Voice over Internet Protocol ("VoIP") services, Internet-based Telecommunications Relay Services ("TRS"), mobile text service and MLTS. To ensure the correct routing, handling, delivery or answering of 911 calls made by Customers' end users, Customer acknowledges and agrees that it is solely responsible for complying and obtaining from its end users and providing proper and current address information or automatic line identification ("ALI") and/or automatic number identification ("ANI") for every emergency response location ("ERL") in compliance with Section 506 of RAY BAUM'S Act and any other applicable federal or state rules and regulations. Customer also acknowledges and agrees that any address information and/or ANI and/or ALI provided to STRATA NETWORKS will conform to the applicable numbering schemes and regulatory requirements.
    a. **Private Branch Exchange (PBX)**. Customer acknowledges and agrees that it is the responsibility of the PBX owner or operator to transmit an Emergency Location Information Number ("ELIN"), that will be used to relay the address and caller data to emergency services, to STRATA NETWORKS for each ERL. Customer also acknowledges and agrees that the number used as the ELIN must be able to be called by the public safety answering point ("PSAP") and reach a live person. Customer also acknowledges and agrees that all address information for each ELIN must be provided to STRATA NETWORKS prior to activation of service. Customer acknowledges and agrees that failure to properly map and send an appropriate ELIN during a 911 call, or sending a direct inward dial number ("DID") that is not mapped to an ELIN within the PBX when 911 is called, will result in a "No Record Found" ("NRF") condition and the PBX owner will be billed $100 per occurrence on their monthly invoice if this occurs. Customer also acknowledges and agrees that Customer, as the owner and operator of a multi-station or PBX MLTS connected to the STRATA NETWORKS network, shall design and maintain the PBX MLTS to provide a callback number and ERL.

b. **Session Initiation Protocol ("SIP")**. For SIP connections, Customer acknowledges and agrees that the P-Asserted-Identity ("PAI") header field must equal the ELIN or "From" number in the SIP invite. Customer acknowledges and understands that STRATA NETWORKS expects to see the ELIN in the "From" number field if IP-PRI service is being provided.

c. **Shared Residential MLTS**. Customer acknowledges and agrees that the operators of shared MLTS serving residential customers shall ensure that the shared MLTS is connected to the public switched network ("PSTN") and that 911 calls from the MLTS result in at least one distinctive ANI and ALI for each residential unit.

d. **Hotel or Motel MLTS.** Customer acknowledges and agrees that an operator of a hotel and/or motel MLTS is responsible for ensuring that 911 calls originating from a hotel or motel MLTS allow the 911 system to clearly identify the address and specific location of the 911 caller, including but not limited to room number, hotel location (i.e. pool #1 or laundry room #2) and any information necessary to identify the location of the caller within the hotel or motel.

e. **Business MLTS.** Customer acknowledges and agrees that an operator of a business MLTS shall be responsible for ensuring that calls to 911 from any telephone on the system result in an ANI and/or ALI for each respective ERL. STRATA NETWORKS, when in the position of provider of MLTS services that serve multiple employers' business locations, shall ensure that calls to 911 from any telephone result in the provision of an ANI and/or ALI for the respective ERL of each business location sharing the system. Customer agrees and acknowledges that only one ERL is required in the following circumstances:
   - An employer's workplace is less than 40,000 square feet, located on a single floor and on a single contiguous property
   - An employer's workplace is less than 7,000 square feet, located on multiple floors and on a single contiguous property; or
   - An employer's workplace is a single public entrance, single floor facility on a single contiguous property.

f. **Schools**. The operator of a school or education institution's MLTS connected to the PSTN must ensure that calls to 911 from any telephone on the system result in an ANI and/or ALI for each respective ERL.

g. **Hosted VoIP and SIP Trunking Limitations**. Customer acknowledges and agrees that it understands the following limitations related to the provision of accurate location information:
   - There may be a reasonable delay in inputting Registered Location information into STRATA NETWORKS database after initial installation of Hosted VoIP or SIP Trunking service, at which point access to emergency response services may only be available via fixed devices;
   - When Customer or Customers' end user uses a soft phone client on a mobile phone to dial 911, the user will be redirected and forced to dial 911 from the mobile phone's dial pad, leveraging the mobile carrier's network for location services;
   - Hosted VoIP and SIP Trunking services do not support any outgoing calls, including 911 calls, from Hosted VoIP seats or SIP Trunk telephone number ("TN") that are not associated with a fixed IP device (e.g. voicemail only seats), unless another telephony device, from which the call may be originated via the end user portal (CommPortal), is used;
   - For Hosted VoIP, including Managed Voice or Cloud PBX, the PSAP receiving an end user's 911 call is selected based on the valid street address where the services will be used ("Registered Address") and the Calling Party Number ("CPN") for the Registered Address. The CPN will be delivered with the emergency call and the PSAP will have the Registered Address associated with the CPN. An end user's Registered Address may not sufficiently pinpoint the specific location of the emergency; therefore, end user's must be able to tell the PSAP the specific location where emergency services are needed;
   - For SIP Trunking, 911 calls are routed based on the Registered Address where the SIP trunk(s) is installed. The CPN delivered to the PSAP with the 911 call will have the TN for the Registered Address. The CPN delivered to the PSAP may be different from the customer from which an end user has placed the emergency call base on the options the Customer has selected for its PBC and/or IAD, and Registered Address may not be sufficient to identify the specific location of the emergency. Therefore, End Users must be able to tell the PSAP the specific location where emergency services are needed.

h. **Changes in Service Location, Registered Address Information, and/or Other Location Information Provided**. Customer acknowledges and agrees that it is solely responsible for updating STRATA NETWORKS as to any changes in location where services are provided, equipment is located, registered address or any other location in information provided. Customer acknowledges that it can make changes to location information here by sending a written update to 211 E 200 N, Roosevelt, UT 84066 or by calling 435-622-5007.

4. **Customer Notification Regarding Telephone Services Provided Over Internet Protocol**. Calling 911 and accessing emergency response services through STRATA NETWORKS's telephone services provided over Internet protocol

operates differently than traditional 911 service. The FCC requires STRATA NETWORKS to advise customers of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service.

a. Customer acknowledges and agrees that, with regard to telephone services provided over Internet protocol, the voice-enabled modem used to provide the telephone services is electrically powered and that, unless Customer ensures that it has access to emergency backup power, the telephone services, including the ability to access 911 services and home security and medical monitoring services, may not operate or service may be limited under the following circumstances, including but not to:
    - **Internet Connection Failure**. If there is no Internet service at the location or the Internet connection is degraded or otherwise disrupted.
    - **Power Outage**. There is a power outage at the location where STRATA NETWORKS's Service is being used.
    - **Network Outage**.
    - **Service Relocation and Non-Native Telephone Numbers**. Traditional 911 service automatically sends 911 calls to the appropriate local emergency responder, or PSAP, based on the user's telephone number. Traditional Enhanced 911 ("E911") automatically sends 911 calls to the appropriate PSAP along with the user's address and telephone number. Customer acknowledges and agrees that a user's telephone number does not necessarily correspond with the user's physical location and, therefore, all users must provide STRATA NETWORKS with their Registered Address when the company sets up their Service. Customer acknowledges and agrees that the Registered Address is the validated street address where the users will be using STRATA NETWORKS' Service. STRATA NETWORKS will, where possible, automatically transmit a user's Registered Address to the PSAP. Accordingly, Customer acknowledges and agrees that, if a user relocates the equipment (for example, laptop, tablet, mobile device, desktop phone or desktop computer) used to access STRATA NETWORKS' Service, it is the Customer or Customers' end user's responsibility to update the Registered Address STRATA NETWORKS has on file. To update the Registered Address, Customer must call 435-622-5007. Customer acknowledges and agrees that, if the Customer or Customers' end user switches locations and fails to update the Registered Address with STRATA NETWORKS, any 911 call the user makes using STRATA NETWORKS' Service will be routed based on the user's previously provided Registered Address and therefore may not be routed to the appropriate PSAP for the user's current location. Customer acknowledges and agrees that, once a user notifies STRATA NETWORKS of a change in the Registered Address, there may be a delay in making the new Registered Address available to properly route 911 calls and advise PSAPs of the user's Registered Address. In circumstances when direct routing to PSAPs is not available, STRATA NETWORKS will route 911 calls to a 24/7 emergency call center where trained agents will ask for the STRATA NETWORKS, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. Customer acknowledges and agrees that, in this instance, the call center will not automatically receive the user's address and telephone number and, therefore, will not be able to call the user back if the call is not completed, dropped or disconnected. Therefore, it is the Customer's responsibility to be ready to state the nature of the emergency and provide their location information and telephone number when dialing 911.
    - **Outbound-Only Extensions.** Customer may choose to enable certain extensions for outbound-only calling. Outbound-only extensions will not be assigned a telephone number to receive inbound calls and may not be used to call 911.
    - **Equipment Failure**. If there are any failures with any equipment accompanying STRATA NETWORKS' Service, including Internet connectivity routers, Customer's data equipment, Customer's network, Customer premise switches/routers, phones, handsets, soft phone clients, or other IP enabled devices or cable cuts.
    - **Suspension or Termination of Service**.
    - **Maintenance Work**. If maintenance is being performed on STRATA NETWORKS' Network.

b. Customer acknowledges and agrees that it is important to place warning labels next to all devices where STRATA NETWORKS' telephone services are provided over Internet protocol, including all hosted and session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to STRATA NETWORKS' service, and any computers having softphone software installed. Customer acknowledges and agrees to post the labels conspicuously near or on each device so that a caller may easily see it. Failure to situate the sticker or warning label near or on each device may result in a caller not knowing that he/she may not be able to reach 911 in the event of an emergency. Customer acknowledges and agrees that it is responsible for printing out the labels and posting them as described herein. Labels may be found either in Customer's Welcome Packet, attached to the

applicable Service Schedule, Contract and/or Contract Addendum, or on STRATA NETWORKS' website at: Stratanetworks.com

Limitation of Liability. STRATA NETWORKS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF INFORMATION, DATA, OR OTHER COMMERCIAL OR ECONOMICAL LOSS, THAT RESULTS FROM YOUR USE OF OR THE INABILITY TO USE, THE SERVICES, STRATA NETWORKS' EQUIPMENT, OR THE SITE, OR FOR ANY INFORMATION PROVIDED AT THE SITE, INCLUDING THE CONTENT AND CUSTOMER'S CONTENT, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT OR TORT EVEN IF STRATA NETWORKS HAS BEEN NOTIFIED OF THE POSSIBLITY OF SUCH DAMAGES. STRATA NETWORKS LIABILITY TO YOU FOR ANY OTHER DAMAGES DUE TO FAILURES OF THE SERVICE ARISING FROM ITS NEGLIGENCE OR BREACH OF CONTRACT SHALL BE LIMITED TO, IN THE AGGREGATE, THE AMOUNT OF THE CHARGES FOR THE SERVICE AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE.