



VoIP Contract

These Terms and Conditions of Service (the "Agreement") are entered into by and between the subscriber ("you," "your" or "Subscriber") and Sierra Nevada Communications ("SNC", "us", or "we"). Please be aware that, any of the following actions, without limitation or qualification, constitutes your acceptance and agreement to be bound by and to comply with all of the terms and conditions of service of this Agreement: (a) your submission of an order; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). Initial charges, including first month service and shipping and handling charges are non-refundable immediately upon submission of an order. This Agreement includes the terms set forth herein, the Acceptable Use Policy, the Privacy Policy, and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference. This Agreement sets forth the terms and conditions under which you agree to use the Service and covers all or Sierra Nevada Communication's plans. If you do not or are not willing to be bound in its entirety by these terms and conditions of service, do not proceed. Copyright and Licenses: The entire contents of this Agreement, the Services and Sierra Nevada Communication's website are protected under the United States copyright laws. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. EMERGENCY SERVICES - 911 DIALING

- **1.1911 Dialing.**

Sierra Nevada Communication's uses the same national 911 network that all traditional telephone companies use. Be aware that 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 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 Service, including 911 Dialing. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. Your ISP, 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. If you suspect this has happened to you, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledge that Sierra Nevada Communications is not responsible for the blocking of ports by any third party 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. 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.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, by way of illustration but not limitation, call routers, call centers and local emergency centers.

- **1.2 Registration of Physical Location Required.** For each phone line that you utilize with the Service, you must register the physical location where you will be using the Service with us. Your initial location will be registered as a part of subscribing to the Service. It is incumbent on you to

confirm the accuracy of your physical address through your online account and update it if you have any changes, additions or transfers of phone numbers. When you move the Device to another location, you must update your location. If you do not update your location, 911 calls you make may be sent to an emergency center near your old address. You may update a location by logging on to your online account. For purposes of 911 Dialing, you may only register one location at a time for each phone line.

- **1.3 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services or disconnecting the Service. You understand that additional arrangements should be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from Sierra Nevada Communications, traditional wireless or wireline telephone service that offers access to emergency services. You further recognize that Sierra Nevada Communications is not a replacement for your primary telephone service and you are hereby advised to maintain a traditional wireline or wire-based telephone service at all times. By agreeing to these terms of service and by your use of the Device, you acknowledge and accept that the Device may not support or provide emergency service at all times. You represent and warrant to Sierra Nevada Communications that you already have made additional arrangements with a third party to access emergency services.
- **1.4 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.
- **1.5 Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We expressly disclaim any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Sierra Nevada Communications nor any of its officers, directors, members or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arise from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Sierra Nevada Communications, its officers, directors, members, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.
- **1.6 Notify All Users.** You should inform all household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department.

2. SERVICE. Sierra Nevada Communications will provide you with digital phone service, subject to the terms and conditions set forth herein (the "Service"). We recommend waiting until the Service is installed and

tested for a few weeks before assuming that the Service will be available and of good quality.

3. SUBSCRIBER INFORMATION. You acknowledge that you are eighteen (18) years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Sierra Nevada Communications relies on the information you supply and that providing false or incorrect information may result in Service delays or the suspension or termination of your Service. You agree to promptly notify Sierra Nevada Communications whenever your personal or billing information changes, including without limitation, your name, address, telephone number, and credit card number and expiration date, if applicable.

4. GENERAL PRICING AND FEES. Sierra Nevada Communication's prices are shown in the Pricing Schedule and you will be charged based on the Plan and Options you select during the ordering process.

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Subscriber who selects a "Month to Month" Plan (a "Monthly Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Monthly Subscriber at the time of order. However, such monthly prices are subject at any time to increase to Sierra Nevada Communications then current prices. A Subscriber who selects a "1 Year Contract" Plan (a "Contract Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Contract Subscriber at the time of order. Such monthly prices for Contract Subscribers are guaranteed for the initial twelve (12) month Term. Following the initial twelve (12) month Term, a Contract Subscriber will automatically become a Monthly Subscriber and will pay Sierra Nevada Communication's then current prices, subject to increase as described above, unless such Subscriber registers for a new "1 Year Contract" Plan at such time, to the extent available. A Subscriber who selects a "Prepaid" Plan (a "Prepaid Subscriber") will pay the full amount listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Prepaid Subscriber at the time of order. Following the initial prepaid Term, as defined by the Plan and Options selected, a Prepaid Subscriber will automatically become a Monthly Subscriber and will pay Sierra Nevada Communication's then current prices, subject to increase as described above, unless such Subscriber registers for a new "Prepaid" Plan at such time, to the extent available. From time to time Sierra Nevada Communications may offer promotional packages to entice new customers to join. Unless otherwise stated, these promotional packages are not valid for existing customers. In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against Sierra Nevada Communications by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected

in your monthly charge. The current Regulatory Recovery Fee is one dollar and 98 cents (\$1.98) for all clients. E911 Recovery Fee is ninety-nine cents (\$0.99) for all clients in the US. Sierra Nevada Communications collects a Federal, State and Local Services (FSLs) Recovery fee for most voice services. This fee is a percentage of billable service, and covers a variety of taxes, surcharges and fees billed by

federal, regional and local agencies. The current rate is 11.64%, and is subject to change without notice. When possible, Sierra Nevada Communications will break out such charges on the monthly invoice.

- 4.1 Taxes and Fees on Free Services. Any plan that comes with free service will be assessed applicable taxes, surcharges, and fees periodically, based on the details of the plan selected. These fees will be calculated based on the standard price for the service. Services are subject to suspension and termination if balances are not paid in a timely manner per Section 4 of Sierra Nevada Communication's Terms of Service.

5. PAYMENT, LATE FEES AND OTHER CHARGES. There is no money back guarantee for any Services unless specifically written in a special one time promotion. There are no pro-rated refunds for unused time. All services will be charged via automatic credit card withdrawal. Unless otherwise stated in the Pricing Schedule, Sierra Nevada Communications will invoice and charge Subscribers monthly.

Subscribers are responsible for paying monthly subscription fees while Services are suspended due

to non-payment. In the event that an account is terminated for any reason with an outstanding balance, Sierra Nevada Communication's will continue to electronically charge the credit card on file for the outstanding balance until all balances are fully resolved.

You are responsible for all charges attributable to your account incurred with respect to the Services. You agree to notify Sierra Nevada Communications immediately, in writing or by calling the Sierra Nevada Communications customer care line at (209) 962-6373, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. Sierra Nevada Communications, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold Sierra Nevada Communications harmless from all claims, costs, liabilities and damages arising out of such fraudulent use.

- **5.1 Long Distance.** Unlike most telephone service providers, Sierra Nevada Communications provides all local and long distance minutes within the continental US as a bundle within your package. Actual long distance minutes are measured but not charged as long as the client remains below their specific plan's usage thresholds.
- **5.2 International Calling.** International calling is enabled by default. Customers may enable or disable it at anytime by logging into their My Account page. All International calls are billed at their respective international rates which are updated on the first Tuesday of each month. Any and all call charges are rounded to the nearest whole penny. Each customer account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated 15.5% Universal Service Fund tax. This rate changes quarterly based on the information located at the [FCC Website](#).
- **5.3 Directory Assistance and Operator Services.** Directory Assistance is charged at \$0.99 per call and \$0.10 per minute after two minutes. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at \$3.00 per call. Operator calling is disabled by default on all new phone lines, but may be activated using the My Account Dialing Options.
- **5.4 Call Forwarding.** Certain features such as call forwarding may incur outgoing minutes automatically when they are enabled. All forwarded calls count against standard minute usage caps. Before activating these features, consider this usage and whether it will affect your usage threshold.
- **5.5 Call Forwarding.** Certain features such as call forwarding may incur outgoing minutes automatically when they are enabled. All forwarded calls count against standard minute usage caps. Before activating these features, consider this usage and whether it will affect your usage threshold.
- **5.6 Unprovisioned 911 Calls.** For each billing cycle, if a Subscriber places one or more 911 calls but does not have a valid 911 address on file with Sierra Nevada Communications, Sierra Nevada Communications shall charge \$75 for each call placed. These charges are non-negotiable and Subscriber waives the right to dispute these valid charges.

6. EQUIPMENT. Sierra Nevada Communications provides the option to lease the Subscriber either a new or used ATA (Phone Adapter), combination ATA and router, or other equipment for using the Service. All used equipment is provided on as-is basis and you agree to hold Sierra Nevada Communications harmless for any defective equipment. Defective equipment, including the original power supply, must be returned to Sierra Nevada Communications. Subscriber must return to Sierra Nevada Communications all leased equipment (AT As, routers, phones, etc) , including the original power supplies, in undamaged, usable condition at Subscriber's expense within thirty (30) days of termination. In the event Subscriber does not return the leased

hardware to Sierra Nevada Communications in working condition within such thirty (30) day period, Subscriber must pay ninety-nine dollars and ninety cents (\$99.90) plus applicable taxes per unreturned device to purchase the ATA(s) or combination AT A and router(s) from Sierra Nevada Communications. In the event Subscriber does not return all original power supplies to Sierra Nevada Communications, Subscriber must pay a

ten dollar (\$10.00) Replacement Fee per unreturned power supply at the time the hardware is checked-in. Returned equipment check-in can take up to 3 business days from the date of receipt.

Hardware purchased at a retail location or directly from Sierra Nevada Communications is owned by the customer and is exempt from the hardware return policy.

- **6.1 Subscriber Supplied Equipment.** Sierra Nevada Communications provides the option for Subscribers to supply their own ATA (Phone Adapter). If a Subscriber supplies their own ATA, the Subscriber assumes the risk of service incompatibility. Incompatible Subscriber ATAs or other Subscriber equipment shall not relieve Subscribers from any of their obligations under this Agreement while troubleshooting defective or incompatible equipment even if Subscriber's Service is down during such periods of troubleshooting. The current list of equipment that is compatible and approved for use with Sierra Nevada Communications 's service can be found at phonepower.com/hardware.aspx. Sierra Nevada Communications reserves the right to add or remove equipment to this list at any time. Sierra Nevada Communications reserves the right to alter the software on Subscriber's AT A in order to guarantee compatibility with Sierra Nevada Communications service. Any device used with Sierra Nevada Communication's service must not be locked or currently provisioned to any other provider and you must have the admin password for said device. Any device received from another VoIP provider will most likely NOT work due to this restriction.
- **6.2 Converting From Subscriber Supplied Equipment to Sierra Nevada Communications Supplied Equipment.** Should a Subscriber who has supplied their own hardware wish to instead utilize Sierra Nevada Communication's leased equipment, this option is available by contacting our Support Department. Subscriber must authorize Sierra Nevada Communications to charge their account a one-time fee for shipping and handling of this equipment, based on the current shipping rates for new customers. This hardware is provided on a free-lease basis, subject to the terms and conditions described in Section 6.0 of this Agreement.
- **6.3 Converting From Sierra Nevada Communications Supplied Equipment to Subscriber Supplied Equipment.** Subscribers may convert from Sierra Nevada Communications Supplied Equipment to their own equipment by contacting our Support department. Any Leased equipment must be returned to Sierra Nevada Communications within 30 days of converting to Subscriber Supplied Equipment.

- **6.4 Equipment Replacement.** If any Sierra Nevada Communications supplied equipment appears to be malfunctioning, the Subscriber must contact Technical Support and work with them to determine if the device is in need of replacement. Only a Technical Support representative has the ability to determine if a device is in need of replacement. If a device is determined to have malfunctioned due to manufacturer defect, a free replacement will be provided at Sierra Nevada Communication's expense. If a device is determined to have malfunctioned for any other reason, including but not limited to incorrect power supply, customer negligence, and damage from house wiring, Subscriber must pay a \$99.95 damaged device fee. After paying the damaged device fee, a Subscriber has several replacement options:

- Subscriber may request a new Free Lease as detailed in Section 6 above
- Subscriber may lease a refurbished ATA from Sierra Nevada Communications
- Subscriber may opt to provide their own device, as specified in Section 6.1 above

- **6.5 SIP Credentials.** Residential Subscribers on Sierra Nevada Communication's Aquarius platform may choose to have their SIP Credentials enabled via their My Account portal. To enable SIP Credentials, Subscriber must understand and agree that Sierra Nevada Communications will not offer any technical support for any Subscriber device(s) using hand-configured credentials. Sierra Nevada Communications will continue to offer normal support for all auto-provisioning devices, including Sierra Nevada Communications supplied phone adapters, softphones, zippypPhones, BYOD devices that use Sierra Nevada Communication's auto provisioning system, etc. If a Subscriber is unable to configure their device(s) appropriately, SIP Credentials must be disabled before Technical Support will be provided. Subscribers using SIP Credentials have a limit of 4 registrations and 2 concurrent calls. Sierra Nevada Communications makes no assertions regarding which devices may be properly configured for use on the Sierra Nevada Communications network and any account may be disabled at any time if, in Sierra Nevada Communication's belief, Subscriber's device is causing issues on or with the Sierra Nevada Communications network.

7. TERM. This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or Sierra Nevada Communications pursuant to this Agreement.

- **7.1 Monthly Subscribers.** Each Monthly Subscriber is on automatically renewing monthly terms billed on the anniversary of their service commencement.
- **7.2 Prepay Subscribers.** A Prepay Subscriber pays upfront for a specified term ("Service Term"), including initial taxes and fees. The length of the Service Term is determined by the service package selected by the Subscriber during the sign-up or renewal process. If the Service Term is longer than twelve (12) months, additional taxes and fees will be charged after the initial

twelve (12) months have passed. Following the initial Service Term, a Prepay Subscriber will automatically become a Monthly Subscriber.

- **7.3 Contract Subscribers.** A Contract Subscriber is on either a twelve (12) month term or twenty-four (24) month term ("Contract Term") beginning on the day such Subscriber accepts the terms of this Agreement as provided above. The length of the Contract Term is determined by the service package selected by the Subscriber during the sign-up or renewal process. Sierra Nevada Communications provides a 30-day grace period during which penalties will not be assessed for terminating a new contract. Any Contract Subscriber who wishes to change or cancel their service plan during their Contract Term will be assessed a Contract Termination Fee of \$99 or the remainder of your contract amount, whichever is less. Following the initial Contract Term, a Contract Subscriber will automatically become a Monthly Subscriber.

8. TERMINATION BY SUBSCRIBER. Subscriber may terminate this Agreement at any time for any reason by providing Sierra Nevada Communications with a thirty (30) day written notice in the form of a valid

written termination request and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Such thirty (30) day period begins on the date on which Sierra Nevada Communications receives Subscriber's valid written termination request. A Monthly Subscriber's termination will be effective on the later of (a) the end of last day of the calendar month during which such thirty (30) day period ends (e.g., a valid written termination request received by Sierra Nevada Communications any time during January will result in termination effective at the end of February) or (b) the end of last day of the calendar month requested by the Monthly Subscriber. A Contract

Subscriber's termination, if received by Sierra Nevada Communications at least thirty (30) days prior to the end of their Contract Term, will be effective at the end of such Contract Term, unless such Contract Subscriber requests an earlier date. Notwithstanding the foregoing provisions of this section 8, if Sierra Nevada Communications receives a written termination request from a Subscriber, Sierra Nevada Communications may, in its sole discretion, terminate this Agreement on a date earlier than the date otherwise prescribed by this section 8. If this Agreement is terminated prior to the end of a Contract Subscriber's Contract Term, such Contract Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an early termination fee in the amount of ninety-nine dollars (\$99.00) ("Early Termination Fee") or the remainder of the contract amount, whichever is less. In the event a Contract Subscriber terminates this Agreement prior to the end of their Contract Term because of a service-related problem not caused by the Subscriber that Sierra Nevada Communications has failed to cure after what Sierra Nevada Communications determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to

Sierra Nevada Communications in the Subscriber's valid written termination request. Sierra Nevada Communications must in turn be given the opportunity to resolve the problem and the Subscriber must be willing and able to troubleshoot with Sierra Nevada Communications. Sierra Nevada Communications does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's Internet service will never constitute a termination request. A written termination request is valid only if it includes your VOIP phone number, main username, date you wish the service to be cancelled and is submitted using one of the following approved methods:

9. TERMINATION BY Sierra Nevada Communications. If, in Sierra Nevada Communication's sole and absolute discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Sierra Nevada Communication's servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with Sierra Nevada Communication's technical support staff, customer service staff or any other Sierra Nevada Communications employees or representatives; (d) Sierra Nevada Communications receives an order from a court of competent jurisdiction to terminate a Subscriber's Service; or (e) Sierra Nevada Communications for any reason ceases to offer the Service, then Sierra Nevada Communications at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the equipment charges set forth herein, if applicable.

10. TERMINATED SUBSCRIBER. Sierra Nevada Communications, in its sole and absolute discretion may refuse to accept a Subscriber's application for renewal or re-subscription following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by Sierra Nevada Communications, may enter into a new Agreement and must pay a new setup or activation fee as provided above. Upon the termination of a Subscriber's use of the Service, Sierra Nevada Communications has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

11. TECHNICAL SUPPORT. Sierra Nevada Communications assumes that all Subscribers possess a basic understanding of their computers and their limitations. Sierra Nevada Communications will not train you in basic computer skills (e.g., deleting files or creating directories). Technical support is intended to facilitate the setup of your properly functioning computer system for access to our services. Your computer must have an active working connection to the internet before any technical support will be dispensed. If you are having problems connecting to the internet, you will need to contact your Internet Service Provider (ISP) for assistance getting connected first. Our technical support staff is not trained to, has no obligation to, and will not assist you in installing and/or troubleshooting modems, network cards, routers, complex network configurations or telephone lines, neither will they provide any technical assistance or support for any third party Software. The scope of support is limited to a single line analog telephone connected directly to our device. Sierra Nevada Communications is not responsible for connection problems due to a computer that is infected with viruses, spyware or malware. It is the Subscriber's responsibility to initiate and be available for technical support during Sierra Nevada Communication's hours of operation. If a Subscriber wishes to utilize Sierra Nevada Communication's technical support, the Subscriber must be available at the same location as the hardware to help troubleshoot the connection or computer setup. Sierra Nevada Communications assumes no obligation to provide support services for any third party products or services, including but not limited to the quality of the connection provided by the Internet Service Provider (ISP) or for problems with our service caused by third party products or services. It is the responsibility of the subscriber to troubleshoot any issues with third party products or services with the provider of that service. Sierra Nevada Communications does not provide on-site technical support.

- **11.1 Incompatibility With Other Services**

- (a) **Non-Voice Equipment Limitations.** You acknowledge that our service may not be compatible with all non-voice communications equipment, including but not limited to home security systems, TTY, medical monitoring equipment, TIVO, satellite television systems, PBX, Centrex, other private telephone networks, and dial-up modems. You waive any claim against Sierra Nevada Communications for interference with or disruption of these services and equipment, as well as any claim that Sierra Nevada Communications is responsible for any disruption to your business, if applicable.

- o (b) Hardware Compatibility Issues. There may be other internet services or hardware with which our service may be incompatible, including but not limited to: Fixed Wireless, Satellite, and Power over Ethernet connections. Some providers of broadband service may provide modems that prevent the transmission of communications using our service. We do not warrant that our services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of our service with any particular broadband service.

12. WARRANTIES AND LIMITATIONS OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT AND SOFTWARE SUPPLIED HEREUNDER ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED **BY** SIERRA NEVADA COMMUNICATIONS (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). SIERRA NEVADA COMMUNICATIONS (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY SIERRA NEVADA COMMUNICATIONS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF SIERRA NEVADA COMMUNICATIONS TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. SIERRA NEVADA COMMUNICATIONS DOES NOT WARRANT OR GUARANTEE THAT VOIP SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF SIERRA NEVADA COMMUNICATIONS HAS ACCEPTED YOUR ORDER FOR VOIP SERVICE. THE PROVISIONING OF VOIP SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR SIERRA NEVADA COMMUNICATIONS SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT).

SIERRA NEVADA COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED **BY** SIERRA NEVADA COMMUNICATIONS WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED OR ERROR- FREE. SIERRA NEVADA COMMUNICATIONS SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. SIERRA NEVADA COMMUNICATIONS MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE INTERNET. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT AND THE INTERNET GENERALLY. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

IN NO EVENT SHALL SIERRA NEVADA COMMUNICATIONS (OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY

LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF PHONEPOWERCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO PHONEPOWERCOM'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH PHONEPOWERCOM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), PHONEPOWERCOM'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

PHONEPOWERCOM RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)

WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS PHONEPOWERCOM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING PHONEPOWERCOM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS OR (B) INCREASING ANY OF THE RIGHTS YOU ARE OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING YOU WITH ANY ADDITIONAL RIGHTS, THE MAXIMUM AGGREGATE LIABILITY OF PHONEPOWERCOM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF YOUR PREPAID FEES, IF ANY.

13. INDEMNIFICATION. You agree to defend, indemnify and hold harmless Sierra Nevada Communications and its officers, directors, members and employees from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from

or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, the Software, the Equipment or the Internet.

14. REVISIONS. Sierra Nevada Communications may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website at gosnc.com. You agree to visit this page and the links therein periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, a Subscriber accepts and agrees to the revisions and to abide by them. Any Subscriber who does not agree to the revision(s) must terminate their Service immediately.

15. ASSIGNMENT. You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. Sierra Nevada Communications may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

16. DISPUTE RESOLUTION WITH Sierra Nevada Communications BY BINDING ARBITRATION. PLEASE READ THIS CAREFULLY AS IT AFFECTS YOUR RIGHTS. Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting Sierra Nevada Communications customer care at (209) 962-6373. In the unlikely event that Sierra Nevada Communication's customer care department is unable to resolve a complaint you may have to your satisfaction, both parties agree to resolve such disputes through binding arbitration, for claims of \$5,000 and greater, or small claims court, in the event the claim is less than \$5,000, instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, Sierra Nevada Communications agrees to pay all costs of the arbitration, but in no event shall Sierra Nevada Communications be responsible for costs incurred in bringing an action in small claims court, unless directed otherwise by the court. In arbitration you are entitled to recover attorneys' fees from Sierra Nevada Communications to at least the same extent as you would be in court. Further, under certain circumstances (as explained below), Sierra Nevada Communications will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Sierra Nevada Communications has offered you to settle the dispute.

• **16.1 Arbitration Agreement.**

- (a) Sierra Nevada Communications and you agree to arbitrate all disputes and claims between you and Sierra Nevada Communications of \$5,000 and greater. All claims less than \$5,000 shall be addressed in small claims court. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

References to "Sierra Nevada Communications", "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior

Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND SIERRA NEVADA COMMUNICATIONS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- - o (b) A party who intends to seek arbitration must first send to the other a written notice of the dispute by certified mail ("Notice"). The Notice to Sierra Nevada Communications should be addressed to: Sierra Nevada Communications 20847 Sherman Way Winnetka, CA 91306 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If Sierra Nevada Communications and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Sierra Nevada Communications may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sierra Nevada Communications or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sierra Nevada Communications is entitled. You may download or copy a for Notice and a form to initiate arbitration from http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175.
 - o (c) After Sierra Nevada Communications receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, Sierra Nevada Communications will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the MA. The AM Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Sierra Nevada Communications and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the MA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Sierra Nevada Communications will pay all AM filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in

Federal Rule of Civil Procedure 11 (b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Sierra Nevada Communications for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- o (d) If, after a finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Sierra Nevada Communication's last written settlement offer made before an arbitrator was selected, then Phone Power will:
 - pay you the amount of the award; and
 - pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (lithe attorney premium").

If Sierra Nevada Communications did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment

and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- o (e) The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Sierra Nevada Communications may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Sierra Nevada Communications agrees that it will not seek such an award.
- o (f) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND SIERRA NEVADA COMMUNICATIONS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Sierra Nevada Communications agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- o (g) Notwithstanding any provision in this Agreement to the contrary, we agree that if Sierra Nevada Communications makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the

change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

17. CHOICE OF LAW. You and Sierra Nevada Communications agree that the substantive laws of the state of your billing address except to the extent such law is preempted for inconsistent with Federal law, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable Federal law. To the fullest extent permitted by law, you and Sierra Nevada Communications agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18. COMPLIANCE. Phone Power. com's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

19. THINGS BEYOND Sierra Nevada Communication's CONTROL. Sierra Nevada Communications will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

20. ENTIRE AGREEMENT. This Agreement, including all policies posted on Sierra Nevada Communication's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and Sierra Nevada Communications with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

21. NOTICE. Notices by Sierra Nevada Communications to you shall be deemed given: (a) when sent to your primary contact email address, (b) when deposited in the United States mail addressed to you at the address you have specified in your account options or (c) when hand delivered to your home, as applicable.

22. ACCEPTABLE USE. Subscriber agrees to use the VOIP Service in accordance with Sierra Nevada Communications's acceptable use policy ("Acceptable Use Policy"), published at <http://www.Sierra Nevada Communications/info/aup.aspx>. Sierra Nevada Communications reserves the right to make changes to the Acceptable Use Policy without notice.

23. PRIVACY POLICY. Phone Power. com will treat each Subscriber's personal information in accordance with Sierra Nevada Communications's privacy policy ("Privacy Policy") published at [http://www.Sierra Nevada Communications/info/privacy.aspx](http://www.SierraNevadaCommunications/info/privacy.aspx). Subscriber agrees to the terms of the Privacy Policy. Sierra Nevada Communications reserves the right to make changes to the Privacy Policy without notice.

24. SURVIVAL. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

25. PHONE NUMBER CHANGES. Phone number changes will incur a one-time fifteen dollar (\$15) processing fee.

26. TRANSFERRING NUMBERS. Sierra Nevada Communications gives customers the option of transferring telephone numbers to or from our service. If transferring a number away from Sierra Nevada Communications, it is the customer's responsibility to cancel their service after the number has successfully transferred. Disconnected telephone numbers are not eligible for transfer to or from our service. Cancelling an order to transfer a telephone number to Sierra Nevada Communications will require a \$100 expedite fee to cancel.

27. MONEY BACK GUARANTEE. Sierra Nevada Communications proudly stands behind our service with our 30 day satisfaction guarantee. Within the first 30 days of your activation you may upgrade or downgrade to any of our current promotional rates or cancel your plan with absolutely no hassle. If cancelling, simply contact customer service requesting cancellation, return the hardware to us and a full refund will be issued. Customer only bears the cost of return shipping and any usage-based calls (example: Operator or International calls). Money back guarantee is not applicable on unsupported internet services.

28. CALLER ID SERVICE. Sierra Nevada Communications sends current Caller ID information with every call placed. For residential customers, Caller ID information is "Last Name, First Name", with a maximum of 15 characters. For business customers, Caller ID information is the business name, with a maximum of 15 characters. Caller ID information is not customizable. Sierra Nevada Communications has no control over the information that any terminating telephone company chooses to display. All telephone carriers update their Caller ID information periodically, but many companies do not update as often as Sierra Nevada Communications sends updated data. If a disparity is found between the information that Sierra Nevada Communications is sending and the information that a terminating telephone company is displaying, it is the Subscriber's responsibility to contact the terminating telephone company and request that they display the correct data. Sierra Nevada Communications is not responsible for errors involving spelling, punctuation, or capitalization of Caller ID information.

29. EXPEDITE FEE. Any modifications made to an order prior to the port date will incur an expedite fee of \$100.

30. ELECTRONIC COMMUNICATIONS. When you visit Sierra Nevada Communications, sign up for service with us, or send e-mails to us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically in return. It is the responsibility of the subscriber to maintain and update a valid email address with Sierra Nevada Communications at all times. Sierra Nevada Communications will not be held responsible for interruptions in service or cancellation of service for non payment due to an email not being received by the subscriber or filtered out by the email provider being utilized by the subscriber. You agree that all agreements, notices, disclosures and other communications that we provide to you

electronically satisfy any legal requirement that such communications be in writing. Sierra Nevada Communications sends regular account notifications, balance notifications, and subscription renewal emails, these emails cannot be opted out of. Periodic newsletters and feature update announcements can be opted out of by the subscriber by clicking a link at the bottom of all optional email correspondence.

31. ACCOUNT USERNAME. The primary username on a customer account may not be changed after the account has been created.

Signing this document means you understand and agree to all terms and conditions in this contract

Customer Signature: _____,

Print Name: _____,

SNC Signature: _____ Date: _____