



10/25/17

## **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 at all times committed to complying with the laws and regulations governing use of STRATA NETWORKS's, facilities, systems, services, web sites, 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, postmarked at least seven days before service is disconnected.
- Advise you of Lifeline & Linkup America, 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.

### **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. 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, the documents constitute the Agreement between you and STRATA NETWORKS. By using STRATA NETWORKS Services, including but not limited to, landline, long distance, wireless telephone, internet/broadband, and/or cable television services ("Services") and accessing the STRATA NETWORKS website at [www.stratanetworks.com](http://www.stratanetworks.com), you agree to be bound by all of the terms, conditions, and notices contained or referenced in these Terms and Conditions.

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.

By activating or using the Services, you acknowledge that you have read, understand, and agree to these Terms and Conditions as contained herein. STRATA NETWORKS reserves the right to change or modify the Terms and Conditions at any time, effective when posted on STRATA NETWORKS website at [www.stratanetworks.com](http://www.stratanetworks.com). 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 changed or additional terms.

STRATA Networks reserves the right to change fees, surcharges, Customer fees or institute new fees for all Services at any time upon thirty (30) days prior written notice.

**Authority.** By using this site and Services, you represent that you are at least 13 years old and may only use this site and Services with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or you possess legal parental and guardian consent, and are fully able and competent to enter into the terms, conditions, representations, and warranties set for 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 EXPRESSED OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. STRATA NETWORKS ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. STRATA NETWORKS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE ALLEGEDLY SUFFERED BY CUSTOMER FOR ITS USE OF SERVICES. THIS INCLUDES BUT NOT LIMITED TO, THE LOSS OF DATA RESULTING FROM DELAYS, DROPPED CALLS, CABLE TV TRANSMISSION FAILURES, 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. 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.

### **LANDLINE "TELEPHONE" TERMS & CONDITIONS**

The Customer 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 the Customer, and in or upon all roads, streets or highways abutting said property, its line or lines for the transmission or distribution of communications and will execute and deliver to STRATA Networks and conveyance, grant or instrument which STRATA Networks shall deem necessary or convenient for said purposes or any of them. All service lines supplying the Customer with communications and all telephone instrumentalities and other appliances and equipment constructed or installed by STRATA Networks on said property, except so much thereof, if any, as shall be paid for by the customer, shall at all times be the sole property of the STRATA Networks and STRATA Networks shall have the right of access to said property to repair and service, and upon discontinuance of service for any reason to remove the same. Applicant agrees to pay collection expenses of the company, including reasonable attorneys' fees, if account becomes delinquent. The customer requests STRATA NETWORKS to furnish telephone service and equipment as specified on the Service Order and may be ordered from time to time, either orally or in writing; subject at all times to lawful rates and regulations. Customer also understands that they are responsible for payment for any calls placed from their telephone number.

### **LONG DISTANCE TERMS & CONDITIONS**

Customer hereby authorizes STRATA NETWORKS to act as customer's agent to change the customer's primary intrastate and interstate carrier for toll services from the customer's current carrier to STRATA NETWORKS and to direct such other charges in the removing, supplementing, adding to, or rearranging such telecommunication services. The customer understands that they may choose both interstate and/or intrastate carriers for any one telephone number. The customer understands that they may be required to pay for changing from their current primary carrier to STRATA NETWORKS. Customer also understands that they are responsible for payments for any calls placed from their telephone number.

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 this fraudulent activity, ask that a FREEZE be placed on your account. It's FREE and will prevent changes to your account without your authorization.

### **INTERNET CUSTOMER TERMS & CONDITIONS**

When activating Internet Service with STRATA NETWORKS, an agreement is entered into by and between you, the Customer, and Uintah Basin Electronic Telecommunications dba STRATA NETWORKS for the purpose of establishing the terms and conditions under which STRATA NETWORKS will provide Internet Service to Customer.

**Service to be provided.** 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.

**General terms & conditions.** STRATA NETWORKS is a provider of Internet access in that it is a "conduit entity" through which Customer may obtain access to the Internet. Customer desires to utilize the services of STRATA NETWORKS as a conduit to enable Customer to access information, programs and other services available on the Internet. As such, in exchange for the monthly fees as determined by the current published rate structure, to be received by STRATA NETWORKS from the Customer

each month in advance, and other good and valuable consideration, the parties agree as follows:

Pursuant to the terms of this Agreement, and in exchange for the monthly fee, Customer shall have the right to utilize the services of STRATA NETWORKS in accessing the Internet. Consistent therewith each Customer is responsible for the use of his or her own account(s), and for ensuring full compliance by any individual user of Customer's account with the terms and conditions contained herein.

Customer is responsible for obtaining and maintaining all equipment necessary to connect to STRATA NETWORKS. Customer agrees to use STRATA NETWORKS in a manner consistent with any and all applicable laws and the laws of foreign countries.

CUSTOMER SPECIFICALLY AGREES TO INDEMNIFY STRATA NETWORKS AND HOLD HARMLESS STRATA NETWORKS AND ITS AGENTS, EMPLOYEES AND ASSIGNS FOR ANY LOSSES, COSTS, OR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY STRATA NETWORKS RELATING TO, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR BREACH OF A DUTY TO ANOTHER, CAUSED BY USE OF THE INTERNET, BY THE CUSTOMER, OR CONNECTION THERETO, INCLUDING BUT NOT LIMITED TO SUCH THINGS AS, COMPUTER FRAUD, COMPUTER VANDALISM INCLUDING VIRII, AND OBJECTIONABLE OR QUESTIONABLE CONTENT OF MAIL, NEWSGROUP POSTINGS, OR USE OF THE INTERNET IN GENERAL.

STRATA NETWORKS reserves the right to change fees, surcharges, customer fees or institute new fees at any time upon (30) thirty days prior written notice.

In the event of nonpayment, any breach of this agreement, or for any other reason within the sole discretion of STRATA NETWORKS. STRATA NETWORKS shall have the right to immediately, without need of notice, terminate Customer's right of access to the Internet.

Notwithstanding the foregoing, access to and use of the Internet or of STRATA NETWORKS services may be terminated by either party, at any time, by sending written notice to the other party. In the event of termination by Customer, Customer shall remain liable for any charges incurred until the effective date of termination. The effective date of termination shall be the date upon which STRATA NETWORKS receives the above described written notice, or on a future date if so specified by Customer.

Customer is responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to STRATA NETWORKS for reconstruction of any lost data. The Customer agrees to assess their own need for protective measures, and implement 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 they see fit and not to make any claims against STRATA NETWORKS, its users or faculty, for the loss or damage to their equipment or data.

Customer understands that and agrees 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.

Customer is 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 Customer while accessing STRATA NETWORKS or the Internet. Any disputes or problems regarding phone service are strictly between the Customer and his or her local and/or long distance telephone service provider(s).

Upon termination of this agreement or the services contemplated hereunder, Customer must either return all STRATA NETWORKS software to STRATA NETWORKS or destroy it.

STRATA NETWORKS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE IT IS PROVIDING. STRATA NETWORKS ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. STRATA NETWORKS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUFFERED BY CUSTOMER. THIS INCLUDES THE LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS CAUSED BY ITS OWN NEGLIGENCE OR CUSTOMER'S ERRORS OR OMISSIONS.

Any access to other networks through STRATA NETWORKS must comply with the rules appropriate for such other network(s).

Use of any information obtained via STRATA NETWORKS is at Customers own risk. STRATA NETWORKS specifically denies any responsibility for the accuracy or quality of information obtained through its services.

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

Only public domain files, and files in which the author has given expressed consent for on-line distribution, may be uploaded to the software libraries or other files by Customer. Any other software may not be uploaded to the STRATA NETWORKS web site, 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.

The subscription is not shareable. Each person who uses STRATA NETWORKS must be a Customer in their own right. Customer will not allow any unauthorized person or entity to utilize STRATA NETWORKS or the Internet. Customer may not distribute User IDs and/or Passwords to the STRATA NETWORKS service, to Internet, or to others.

Customer agrees 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 express written permission of STRATA NETWORKS.

This Agreement is not assignable or transferrable without the express written consent of STRATA NETWORKS.

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. Customer specifically agrees to indemnify and hold STRATA NETWORKS harmless from any claims resulting from a breach of these terms, and/or their use of the service which damages another.

All fees collected by STRATA NETWORKS from Customer are to be paid in advance. Customer agrees to pay setup fees, if any, and to pay last month's fees in advance. Customer agrees to maintain a zero balance on their account by paying in advance for said month's services. Any increment higher than a calendar month is acceptable to STRATA NETWORKS.

In the event Customer fails to pay the monthly fee or any charge owing to STRATA NETWORKS, or in the event of any other default, Customer agrees to pay all legal fees and/or collection expenses up to 40% above the amount owed, that STRATA NETWORKS might incur in collecting the amounts owed. Customer also agrees to pay interest at the rate of 18% per annum on any unpaid fees or other charges.

This agreement together with any handwritten terms on the Customer's service order, constitute the entire Agreement between parties hereto. The terms and conditions of this agreement shall be interpreted and enforced pursuant to the laws of the State of Utah.

**Additional Internet Terms and Conditions.** Customer may be required to agree to a one year subscription at the monthly rates indicated on Customer's Service Order. In consideration of the one year subscription STRATA NETWORKS may waive the installation fee. Early termination of the Internet Service is subject to an early termination fee in the amount of \$150, including the following; the disconnecting of phone service for any reason, including non payment, improper computer equipment not ready for Internet Service, any move and change to where Internet Service is not available.

*A month to month subscription is available if Customer agrees to pay a non-refundable installation fee of One Hundred and Fifty Dollars (\$150). The service may be terminated at any time without any termination fee.*

**Changes to service.** During the term of this agreement, the Customer may choose to change their Internet speed. A change fee will be required to implement the change. A move of service from the address set forth in this agreement will be considered a disconnect and installation charges and charges for new service will apply, as well as any applicable early termination fee.

**Payment.** Customer will be billed monthly for the applicable monthly recurring charges for the selected Internet Service. Customer will pay the customer fee, installation fee and the cost for equipment upon the signing of this agreement. All other fees will be paid when incurred. Monthly service charges are due and payable upon receipt of the invoice. Any payments not received by STRATA NETWORKS within 30 days of the invoice date will accrue interest at the rate of 12% per annum. Failure to pay monthly service charges or any other fee shall give STRATA NETWORKS the right, without liability, to temporarily disconnect the Internet Service. To restore service Customer must pay any unpaid balance and a reconnect fee as set by STRATA NETWORKS. If Customer does not pay the reconnect fee and the unpaid balance within two (2) calendar days, then Internet Service will be permanently disconnected, and applicable early termination charges will be assessed. To restore service after permanent disconnect, pre-payment in full of the unpaid balance, early termination charges and new installation charges must be paid before service will be restored.

**Conditions Required for Internet Service.** The following conditions are required for STRATA NETWORKS to provide Internet Service:

An operable telephone line is required for the delivery of Internet Service. If your telephone line is disconnected for any reason,

the Internet Service will also be disconnected and reconnect and/or early termination charges, as applicable, will be paid by Customer.

The Internet Service provided is for the personal use of the Customer and may not be resold, transmitted to others or used by others than the Customer and the Customer's immediate family or business, at the address listed above. 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.

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

Title to equipment purchased from STRATA NETWORKS shall pass to Customer upon payment in full of the sales price, including all applicable taxes. Customer assumes the risk of loss or damage to the equipment upon delivery to Customer's 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, EXPRESS 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.

Customer may purchase its 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.

Customer is responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to STRATA NETWORKS for reconstruction and/or retrieval of any lost data. Customer agrees to assess its own need for protective measures, and implement where necessary, whether under professional advice or not, including, but not limited to, voltage spike protection, sufficient and adequate grounding as per the National Electric Code, computer equipment insurance, virus detection and elimination software, security and system administration policies, and to obtain such protection as it sees fit and not to make any claims against STRATA NETWORKS, its users or faculty, for the loss or damage to their equipment or data.

**Installation.** Prior to installation, Customer is responsible for ensuring that their computer is configured for Internet Service modem connection. STRATA NETWORKS will install Internet Service to the modem at the Customer's premises at the Customer's 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. Customer will be responsible for the charges from STRATA NETWORKS for those services.

In the event a Customer installs a network utilizing a STRATA NETWORKS provided modem, it is with the understanding that STRATA NETWORKS is not responsible for any problems that may occur. STRATA NETWORKS will not dispatch a technician to the Customer's location to resolve any network-related problems, without additional charges being incurred and paid by Customer.

Installation dates and times will be determined and communicated to the Customer. If a technician is on site at the date and time set for the installation and Customer is not present, Customer will be charged a "no show" fee and rescheduling may result in a delay of service.

STRATA NETWORKS will not work on, or open any personal computers. Any equipment purchased from STRATA NETWORKS becomes Customer Premises Equipment (CPE).

**Service delivery.** STRATA NETWORKS will provide the Internet connection speed or "sync-rate" set forth in this agreement between Customer's location and STRATA NETWORKS' central office. Actual data transmission or throughput may be lower than sync-rate 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 the Customer's site and it is determined that the problem is other than the Internet Service and/or the Internet interface, a service fee will be incurred and paid by Customer.

**Delay.** STRATA NETWORKS WILL NOT BE LIABLE FOR ANY DELAY IN THE DELIVERY OR INSTALLATION OF INTERNET OR FOR ANY DAMAGES SUFFERED BY CUSTOMER 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.

**Consequential or incidental damages.** STRATA NETWORKS IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM FAILURE OF, OR SUSPENSION OF INTERNET SERVICES.

**Attorneys' fees.** 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.

**Changes.** STRATA NETWORKS reserves the right to offer and charge other customers different prices and terms than charged to Customer. STRATA NETWORKS also has the right to change, modify or offer special promotions or packages for its Internet Service without offering the same to Customer.

**Entire Agreement.** This Agreement supersedes any previous agreements or discussions, verbal or written. This is the entire agreement and can only be modified by a written agreement signed by both parties.

## **WIRELESS TELEPHONE SERVICE TERMS & CONDITIONS**

Your agreement with UBET Wireless, now doing business as STRATA NETWORKS, is for Wireless Service and any additional features or Services. The price established for Service is set forth in the current STRATA NETWORKS calling plan you have selected. The Agreement may have a one or two year minimum term. Cancellation of service before the end of a minimum term is subject to a termination fee. You have authorized STRATA NETWORKS to investigate your credit history and report your performance to credit reporting agencies. To obtain Service, you must satisfy STRATA NETWORKS credit criteria or make a security deposit that is acceptable to STRATA NETWORKS. Your use of Service indicates that you have received a copy of STRATA NETWORKS' calling plan and Terms and Conditions and have agreed to be bound by them. You agree to pay all charges if a company named as the billing responsible party denies responsibility.

**Pricing for Services.** STRATA NETWORKS will provide pricing for access and airtime per your selected calling plan for the initial term of your Agreement. STRATA NETWORKS may change the price for access and airtime by giving you thirty (30) days prior notice before the effective date of the change. STRATA NETWORKS reserves the right to change pricing for enhanced services, features or optional packages at any time upon thirty (30) days' notice. By continuing to use your phone after that thirty (30) day period, you agree to be bound by any such changes.

**Use of Service.** All charges and other amounts due under this Agreement, whether authorized or not, will be your responsibility. 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. 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.

**Worry-free guarantee.** 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 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, there may be a 20% 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 Warranties/Limitation of liability.** STRATA NETWORKS IS NOT THE PHONE MANUFACTURER; THEREFORE, ANY DISCREPANCIES ARE HANDLED BY YOUR PHONE'S MANUFACTURER. PHONES OR COMPONENTS WILL NOT BE REPLACED WHEN DAMAGE OCCURS DUE TO ABUSE OR NEGLIGENCE. 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. STRATA NETWORKS CANNOT BE HELD LIABLE FOR INTERRUPTIONS IN SERVICE DUE TO EQUIPMENT FAILURE, EQUIPMENT OR FACILITY SHORTAGES, STRIKES, ACTS OF GOD OR OTHER CAUSES BEYOND STRATA NETWORKS' REASONABLE CONTROL. STRATA NETWORKS WILL NOT BE LIABLE FOR ANY OTHER COSTS, DELAYS, SPECIAL INCIDENTAL INJURIES OR CONSEQUENTIAL DAMAGES, PHYSICAL HARM OR ANY OTHER DAMAGE THAT MAY BE ALLEGED TO RESULT FROM THE USE OF THE EQUIPMENT OR SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND STRATA NETWORKS AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGE, REGARDLESS OF THEORY OF LAW UNDER WHICH THE CLAIM IS RAISED. THIS MEANS THAT NEITHER YOU NOR STRATA NETWORKS WILL CLAIM OR SEEK TO RECOVER ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES FROM THE OTHER.

**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.

**Time of Your Call.** Your calling plan may have different rates depending on whether you make and receive calls on weekdays, nights or weekends. Night time begins at 7 p.m., and ends at 6 a.m. on weekdays (Mountain Time). Weekends are all day Saturday and all day Sunday. Certain holidays qualify for weekend minutes.

**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 customer's handset parameters via OTA (over-the-air) programming without the customer's 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 Verizon Wireless' 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, Verizon Wireless' 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 Verizon Wireless' requirements for such usage, which may be changed from time to time.

Data sessions automatically terminate after 12 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. Third party applications may automatically reinitiate data sessions without you pressing or clicking **SEND** or **CONNECT** button. You may be able to send or receive voice calls when your data session is inactive. When this occurs, charges apply simultaneously for voice calls in accordance with your Calling Plan. You are responsible for maintaining virus protection when accessing service.

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 your use of your unlimited data plan in any manner that is prohibited, STRATA NETWORKS can limit, restrict, suspend or terminate your data services or switch you to a tiered data plan.

**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.

*Government Taxes and Other Charges. You agree to pay all applicable federal, state and local government taxes, fees and surcharges. You also agree to pay charges that result directly or indirectly from government regulations or mandates, including without limitation, charges related to the universal service and implementation of local number portability. STRATA NETWORKS agrees to give you reasonable prior written notice if any such costs and/or charges are implemented after your service activation date.*

**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 wireless systems or Customer’s use of service. You will be responsible to STRATA NETWORKS for any expenses incurred as a result of misuse or fraudulent use of Service. It is 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.

**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.

**Billing.** Your bill is our notice to you of your fees and charges and other important information. You should read everything you receive with your bill. Customer agrees to pay for all Services including airtime used by customer. You agree to pay for Service on or before the date the amount is due. You have the right to dispute charges on your bill, but you must notify us of the dispute within 90 days after the billing date. You still have to pay all charges on time until the dispute is resolved. You agree to promptly notify STRATA NETWORKS of any change in your billing address.

**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 \$100 security deposit (per phone) and reactivation fees may apply. When reactivating service, a credit application may be required. Should the account become delinquent and subject to collection action, you shall pay reasonable attorney’s fees, court costs, and a collection expense up to 40% of the principal owing. All accounts bear interest of 1.5% per month or 18% per annum.

**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 \$100 security deposit (per phone).

**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 customer 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 two (2) year contract, if at any time within the period of two (2) years from the date of this Agreement 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 of \$200 per phone or \$350 per smart phone. If you agree to maintain service for a two (2) year 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 one (1) year contract or two (2) year contract. If a customer disconnects Service, they 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. From time to time, for as long as you remain a STRATA NETWORKS Customer, STRATA NETWORKS may update or reprogram the software contained in your phone. This process may be conducted over the air without notice.

**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 of your Service Agreement 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 STRATA NETWORKS system employs Caller ID. STRATA NETWORKS will advise any party that you call of the telephone number that originated the call. If you do not wish for your telephone number to be displayed, you must dial "\*67" before placing your call, or by ordering per line call blocking (dialing "\*63" before placing a call unblocks the number for that call). You cannot block Caller ID on certain numbers, such as those to 911 and those placed to "toll free" numbers. If your Calling Plan includes Caller ID and you have a compatible wireless telephone, STRATA NETWORKS will display the number that placed the call to you. STRATA NETWORKS' ability to display this number is a function of whether the information on the calling party has been provided to STRATA NETWORKS' network. Not all calls will include information needed to enable STRATA NETWORKS to display the calling party's telephone number.

**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.

**Miscellaneous.** This Agreement supersedes any proposal or prior agreement, oral or written. You acknowledge that no STRATA NETWORKS supplier, employee or agent is authorized to make any representation or warranty with respect to this Agreement, or to waive or alter any provision of this Agreement. If STRATA NETWORKS waives or fails to uphold any provision of this Agreement, it shall not be construed as waiving any other provision.

You understand that your information may be used for marketing purposes within STRATA NETWORK and subsidiary companies only. We may also monitor or record our calls with you for training or quality assurance purposes.

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

You represent that you are at least 18 years of age and have the legal capacity to accept this Agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context required, "you" means the company. You certify that the information you have provided to STRATA NETWORKS is correct to the best of your knowledge.

The name(s) on the Customer Service Order Agreement are the only authorized name(s) to make calling plan changes or billing inquiries. STRATA NETWORKS will use the address specified on the Customer Service Order Agreement 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.

The wireless service provided pursuant to this Agreement are for individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice; to anyone we believe is using a Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels.

### **iPad SERVICE TERMS & CONDITIONS**

**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.

### **CUSTOMER EQUIPMENT USE TERMS & CONDITIONS (EVDO MODEM, FIXED CELLULAR UNIT OR CABLE SET TOP BOX)**

STRATA NETWORKS hereby rents and leases to Customer, and Customer hereby rents and leases from STRATA NETWORKS the equipment indicated on Customer's service order, with all replacement parts, additions, repairs, and accessories incorporated therein or affixed thereto. Indicated equipment on Customer's service order (EVDO modem, fixed cellular unit or cable set top box) is herein referred to as equipment.

**Term, Deposit and Rental.** The term of this lease shall be until one of the following occurs:

1. DSL Internet Service is provided to customer, or
2. Either party discontinues this Agreement by written notice, or
3. STRATA NETWORKS ceases providing EVDO or cable service

The equipment is needed by Customer to obtain cable television or broadband service from STRATA NETWORKS. Therefore the rental cost for using the equipment is included in the charges for the cable television or broadband service.

**Status of Equipment.** The Equipment shall remain the personal property of STRATA NETWORKS.

**Protection of Equipment.** Customer 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 negligence on the part of Customer, or if the equipment is not returned immediately following the termination of this agreement, Customer agrees to reimburse STRATA NETWORKS for the cost of this equipment (EVDO Modem \$349, Cable Set Top Box \$400 and Fixed Cellular Unit \$400)

Customer shall not remove, alter, or deface STRATA NETWORKS' ownership plates, tags, or identification in equipment.

Customer shall indemnify STRATA NETWORKS against all claims, costs, expenses, damages, and liabilities resulting from or pertaining to the use and operation of equipment during the term of this lease or while equipment is in Customer's possession.

STRATA NETWORKS may enter any premises where equipment is located for the purpose of inspection and may remove equipment forthwith, without notice to Customer, if, in STRATA NETWORKS' opinion, equipment is being improperly used or maintained.

**Insurance.** Customer shall keep equipment insured, at Customer's own expense, with companies acceptable to STRATA NETWORKS for such amounts and against such hazards as STRATA NETWORKS may require. Losses under such policies shall be payable to STRATA NETWORKS, in terms satisfactory to STRATA NETWORKS. Customer hereby appoints STRATA NETWORKS as Customer's attorney in fact to make claim for, receive payment of, and execute or indorse all documents, checks, or drafts for loss or damages or returned premium under such insurance policies.

**Reimbursement to STRATA NETWORKS.** In the event that Customer fails to maintain equipment, discharge all taxes, liens, or charges, pay all costs and expenses, or procure and maintain insurance, as above provided, STRATA NETWORKS, at its option, may do so. All such advances by STRATA NETWORKS shall be immediately reimbursed to STRATA NETWORKS on demand, together with interest thereon at the highest legal contract rate until paid. Any amounts owing may at STRATA NETWORKS' option be deducted from the deposit.

**Customer's Disposition of Equipment.** Customer shall not sublet, mortgage, pledge, sell or otherwise encumber or dispose of the equipment or Customer's interest therein without STRATA NETWORKS' prior written consent and shall return the equipment to STRATA NETWORKS as provided herein.

**Assignment by STRATA NETWORKS.** STRATA NETWORKS may assign its rights under this lease and to equipment. On any such assignment, the assignee shall succeed to all of STRATA NETWORKS' rights in respect thereto. The assignee's rights shall be free from all claims, defenses, setoffs, or counterclaims that Customer may be entitled to assert against STRATA NETWORKS.

**Default/Remedies.** If Customer breaches any provision of this Agreement, if Customer becomes insolvent, ceases doing business as a going concern, or if bankruptcy proceedings are instituted by or against Customer, STRATA NETWORKS, at its option and in addition to and without prejudice to any other rights and remedies and with or without termination of this lease, shall have all remedies available at law or in equity. In addition to all other remedies STRATA NETWORKS may enter Customer's premises and, without court order or other process of law, repossess and remove equipment either with or without notice to Customer. Any such repossession, however, shall constitute a termination of this lease. In addition to the other remedies available to STRATA NETWORKS will be entitled to recover from Customer all legal fees and costs incurred in enforcing this Agreement or any remedy or in obtaining possession of the equipment

**Waiver.** Time is of the essence in this lease. STRATA NETWORKS' failure at any time to require strict performance by Customer of any of the provisions hereof shall not, however, waive or diminish STRATA NETWORKS' right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

**Purpose.** Customer warrants and represents that Customer is leasing the equipment for the purpose of obtaining either cable television or broadband service from STRATA NETWORKS and that the equipment will be used for no other purpose.

**Other Terms.** STRATA NETWORKS' rights hereunder are cumulative and not alternative. This is the entire Agreement between the parties as it relates to the subject of this Agreement. This Agreement can only be amended by a writing signed by both parties. This Agreement is governed by the laws of the State of Utah. Any legal proceeding regarding this agreement or the equipment will be in the Eighth Judicial District Court of Utah in either Uintah County, Utah or Duchesne, County Utah.

Time is of the essence in this lease. STRATA NETWORKS failure at any time to require strict performance by Customer of any of the provisions hereof shall not, however, waive or diminish STRATA NETWORKS' right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

STRATA NETWORKS' rights hereunder are cumulative and not alternative.

## **CABLE TELEVISION SERVICE TERMS & CONDITIONS**

**TiVo Early Termination Fee.** You must return all equipment to a local STRATA NETWORKS business office in working condition, normal wear and tear excepted, to prevent additional fees for non-returned equipment. If there is a remaining time on your current TiVo two-year contract, you will be required to pay a fee of \$5/box for every month remaining in the contract period. If a Set Top Box is not returned, your account will be charged the cost of the equipment plus an Early Termination Fee, determined by the length of time in your contract, as follows:

0-6 months at \$100/set top box  
7-12 months at \$75/set top box  
13-18 months at \$50/set top box  
19-24 months at \$25/set top box