

Trace Fiber Networks

Terms of Service for Voice Service For Consumer and Small Business Customers For Local, Long Distance, and International Services

By activating, using, or paying for any voice service (“Service”), including Voice over Internet Protocol (“VoIP”) service, provided by Trace Fiber Networks (“Service Provider” or “TFN”), you agree to be bound by this Consumer and Small Business Voice Service Agreement (“Agreement”). If you don’t agree, please contact us immediately to cancel your order and/or service and return any products.

Please read this Agreement carefully. It requires you and Service Provider to resolve disputes through arbitration on an individual basis rather than jury trials or class actions. It also governs how we handle your information, including information related to your Trace Fiber Networks account and your location.

In this Agreement, unless otherwise specified, “Service Provider” and “TFN” and “we” and “our” mean Trace Fiber Networks and their successors and assigns.

This Agreement includes general terms (“General Terms”) and specific Service terms (“Service Terms”). You are bound by the General Terms and the Service Terms for each TFN voice Service you purchase or use. In addition, your Agreement incorporates TFN’s Privacy Policy, Acceptable Use Policy, any Service summary provided to you, and any other documents or terms specifically referenced. In the event of a conflict between the General Terms and the applicable Service Terms, the Service Terms will govern our relationship with you.

A business customer qualifies as a small business if it orders two (2) lines or less.

GENERAL TERMS

1. Your Trace Fiber Network Account and Account Access

You must ensure that any information you provide us in connection with your TFN account and Service, including contact information and billing information, is accurate and current.

You are responsible for any activity that occurs on or through your TFN account. We do not guarantee the security of your TFN account. You must ensure that your account information and password(s) for accessing your account and personal information are secure. If you learn of any unauthorized use of any TFN account, please contact us immediately.

You agree that all users of your TFN Service (including minors and employees), are subject to the limitations and obligations of this Agreement, including its arbitration provision and privacy policy. It is your duty to inform them of their limitations and obligations and to provide this Agreement to them.

You may designate individuals (such as family members and employees) to act on your behalf (“Authorized Users”). Authorized Users can manage your TFN account, including changing or adding Service. You are responsible for all actions and changes made by any Authorized Users, including purchases of products and additional TFN Service.

If you are not present or do not identify yourself when a TFN Service is installed, you authorize any adult present to act on your behalf, regardless of whether you designated that adult as an Authorized User. You also authorize this adult to accept any related terms and conditions, agreements, and charges. Further, you authorize us to provide information about and make changes to your TFN account (as well as to perform any credit checks on you that we deem appropriate to implement the changes or respond to questions) at the direction of this adult. TFN reserves the right to refuse to allow an adult to authorize installation, take any action regarding your TFN account, or receive any information if we decide in our sole discretion that the adult has failed to provide sufficient identifying information or cannot answer questions about you or your TFN account to our satisfaction.

2. How We May Contact You

You agree that TFN and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), can contact you regarding your account and your TFN Service, using any means or method (including by phone, mail, email, text message, as well as by including messages on or inserts with bills for your TFN Service. Communications to you may include, but are not limited to, emergency alerts, updates to this Agreement, and communications regarding payments or past-due balances.

You agree that notices provided to you using any of these methods are considered received by you. You agree to provide accurate, current contact information about yourself, that you have authority to consent to communications to any phone numbers or email addresses you provide, and that you will promptly notify us if your contact information has changed.

You also agree that TFN and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies) can at any time send you email or other electronic messages to any phone number or email address associated with your TFN Service by any means, including an automated system that sends preset messages.

You further agree that any calls or messages sent to numbers or email addresses you provide to TFN or its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), or to numbers or email addresses associated with your TFN Service, may be sent using an automatic telephone dialing system, artificial or prerecorded voices, or other automated dialing equipment such as a predictive dialer, and that you cannot revoke your consent to be contacted in this manner.

Please review your bill for messages and inserts. We will send important messages to you through bill messages and bill inserts. If you have electronic billing, you are considered to have received these notices once your electronic bill is available for viewing. If you get a paper bill, you are considered to have received these notices three days after we mail the bill to you.

3. Service

(a) Service Description:

The TFN Service you receive may be either traditional voice service provided over copper facilities or an enhanced voice service provided over fiber facilities and that converts voice communications into Internet Protocol (“IP”) packets that are carried over TFN’s IP network—*i.e.*, “voice over IP” or “VoIP.” All TFN Services include direct-dialed calling and certain calling and call management features, as well as additional or advanced features that may be offered at additional costs, all of which TFN, in its sole discretion, may add, modify, or delete from time to time. The TFN VoIP service is not mobile or nomadic and will function only where installed.

(b) Trace Fiber Networks Account:

When you accept the TFN Service terms, you become the main account holder for each telephone number assigned to the TFN Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently. The main account holder is responsible for all activity on the account. Violations of this Agreement can result in suspension or termination of the main account and all telephone numbers on the account. Call histories (call logs for outgoing, answered, and missed calls) for each telephone number are accessible in the main account. The main account holder, as well as anyone who provides information that we deem sufficient to identify the main account holder, can reset passwords and IDs by contacting Customer Service and can delete and recreate the accounts.

(c) Billing And Payments:

For TFN Service, nonrecurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance (411 or 800.555.1212), call trace, and overage minutes associated with defined minutes-of-use plans. Partial minutes are rounded up for per-minute usage charges.

(d) Trace Fiber Networks Equipment:

All TFN Service requires a regular touchtone landline telephone, which you must supply.

For VoIP Service – The phone must be connected to the WiFi Gateway (“WG”), either directly or through your home’s Inside Wiring (as defined further herein). Rotary and pulse phones will not work for VoIP Service. You agree that neither you nor a third party will move equipment used for TFN VoIP Service within your premises or to any other physical location outside of the premises where it was installed. TFN VoIP Service is not designed to be nomadic and will not function properly if the WG is moved or altered. If you require the WG to be moved, you must

contact TFN. Failure to do so may result in a failure of TFN VoIP Service and/or in TFN's suspension, modification, or termination of your Service.

(e) Interruptions, Limitations, And Modifications To VoIP Service:

For VoIP Service – VoIP Service is dependent on the IP network, the availability of an adequate power source, and correct equipment configuration. As such, TFN does not guarantee that TFN VoIP Service will be continuous or error-free. You acknowledge and understand that TFN cannot guarantee that VoIP communication is secure.

You also acknowledge that TFN may establish general practices and limits concerning use of TFN VoIP Service. TFN VoIP Service cannot be used to make operator-assisted collect or third-party billing calls (unless the third-party Collect Call company separately handles and bills for the call), nor can TFN VoIP Service be used to make 900/976 calls; area code 500, 700, and 710 calls; 10-10-XXX dial-around calls; or international operator or directory assistance calls. Also, the ability to call certain N11 services (211, 311, 511) may not be available.

TFN also limits the maximum number of days that messages will be retained; the maximum number messages that will be retained by the Service; the maximum size of any message; and the maximum disk space that will be allotted on TFN's servers on your behalf. You agree that TFN will have no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of communications, or for other content maintained or transmitted by TFN VoIP Service. You acknowledge that TFN reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You further acknowledge that TFN reserves the right to change these general practices and limits at any time without advance notice.

(f) Limitations of 911 Service With VoIP Service:

For VoIP Service – TFN VoIP Service, which is voice service provided over Internet Protocol, is not the same as traditional wireline telephone service, and access to **911 service through VoIP Service does not work the same as with traditional wireline telephones**. You agree to tell anyone who may use your TFN Service of the limitations of 911 service. **TFN makes no warranty that access to 911 will be uninterrupted, timely, secure, or error-free**. 911 service is available only at your service address, while connected to a properly powered and configured WG (and a properly powered and configured Optical Network Terminal ("ONT"), if applicable) and after TFN VoIP Service has been properly activated. 911 service will not function if your TFN VOIP Service is not functioning or if there is a power or network outage, broadband connection failure, or if your service has been disconnected or suspended. Following an outage, you may be required to reset or reconfigure your equipment before 911 service will work. TFN strongly recommends that you maintain an alternative means of accessing 911 services, such as a cellular phone, at all times. TFN is not responsible for any losses incurred because of an inability to dial 911 or to access emergency service personnel for any reason. You agree to defend, indemnify, and hold harmless TFN and its subsidiaries, affiliates, officers, agents, directors, employees, and service providers for any claim by you or anyone else relating in any way to 911 service.

(g) Premise Alarm and Other Device Compatibility With VoIP Service:

For VoIP Service – TFN makes no warranty that TFN VoIP Service is appropriate for or capable of use with monitored burglar or fire alarms or medical monitoring systems or devices. Use of such systems when subscribed to VoIP Service is at your own risk. Not only may TFN VoIP Service be interrupted, delayed, or insecure, it may be incompatible with such systems or devices, and will not work in the event of a power or network outage, and may not work for other reasons. You agree to notify TFN if you purchase a monitored burglar or fire alarm system before that system is installed, as installation may require re-writing of TFN VoIP Service at your expense. TFN does not provide support for, or re-wiring of, TFN VoIP Service in support of, medical monitoring systems or devices. Once TFN VoIP Service has been installed for use with a monitored burglar or fire alarm system, you agree that you will not modify the Inside Wiring of your home, move or reconfigure your WG in any way, or plug any telephone equipment into the back of your WG without contacting TFN and your alarm service provider. Taking any of those actions could cause a failure of your TFN VoIP Service or alarm system. You agree to waive any claim against TFN relating to interference with or disruption of a monitored burglar or fire alarm, medical monitoring device, or other similar systems or devices.

(h) Local Number Portability:

In the event you are transferring an existing phone number for your TFN Service (i.e., porting a number to TFN), you hereby authorize TFN to process your order for TFN Service and to notify your existing provider of your decision to switch your local, local toll, and long distance services to TFN Service, and you represent that you are authorized to take this action. Not all telephone numbers are eligible for porting to TFN Service.

(i) Voicemail:

TFN Service includes a full-featured voicemail service. TFN does not guarantee that voicemail messages will be saved or be able to be retrieved. If you access your voicemail mailbox from outside your local calling area, you may incur applicable local toll or long distance charges.

(j) Prohibited Uses of TFN Service:

You agree that you will NOT use TFN Service:

- To engage in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential usage patterns. In addition, connection of your TFN Service to a device which converts use of TFN Service to an outbound trunk line by more than one individual is prohibited. If TFN determines, in its sole discretion, that you are reselling or transferring TFN service or that you are using it for any of these activities, TFN reserves the right, without advance notice, immediately to terminate or modify your TFN Service, or to change your call plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred. If you subscribe to a calling plan which includes unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated herewith, consistent monthly use in excess of 5,000 aggregate minutes per month, taking into account all types of calling in your plan

which are provided on an unlimited basis, shall be presumed to be inconsistent with these restrictions and shall be subject to the conditions above.

- As an announcement service, particularly with regard to voicemail. Use of voicemail service as an announcement service and/or other improper or excessive use may impair TFN's ability to provide reasonable service to other customers. TFN reserves the right to cancel your TFN Service at any time, with or without notice, if as determined solely by TFN based on its network/service design and usage experience, your messaging service is (1) being used in an improper manner including, but not limited to, using it as an announcement service or for unlawful purposes, (2) consistently generating excessive usage, (3) affecting TFN's ability to provide reasonable service to other customers, or (4) being used to interfere with another's use of the voicemail system.

4. Service Installation and Repair

To install or repair your TFN Service, you acknowledge that TFN may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"), and that TFN and its agents may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair TFN Service or equipment. You warrant that you own or control the Inside Wiring and premises and give TFN and its agents permission to use, alter, and remove equipment from them. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., an apartment building, condominium, or private subdivision), you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow TFN and its agents reasonable access to install, maintain, and repair your TFN Service and equipment and to make any alterations that we deem appropriate for the work to be performed. You agree to indemnify TFN and its agents from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of TFN Service.

You will provide TFN and its agents with reasonable access to your premises in order to install, maintain, and repair TFN Service and equipment. If you are not at the premises at the time of installation or repair, you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that by authorizing an adult resident or guest to grant access to your premises, you authorize that adult to act on your behalf, including accepting this Agreement and any related agreements required in connection with the completion of the installation, activation, or repair of TFN Service and approving any changes to them.

You will be responsible for payment of service charges for visits by TFN or its agents to your premises when a service request results from causes not attributable to TFN or its agents, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by TFN. In addition to any applicable dispatch fee, you are responsible for damage to and the entire cost of any necessary service, repair, or replacement of any equipment that is attributable to your improper installation, abuse, negligence, or misuse of the equipment, as determined by

TFN. We also reserve the right to charge reasonable shipping and handling fees in connection with replacement of any equipment. You understand that repair or replacement of TFN Service or equipment may (i) cause stored content to be deleted, (ii) reset personal settings, or (iii) otherwise alter the equipment.

5. Service Fees and Charges

In return for receiving TFN Service, you promise to pay—and agree that we may charge your credit or debit card on file with us, if applicable—the following charges:

(a) Monthly Service Charges:

Billing for the TFN Service commences when TFN has provisioned the TFN Service. Recurring charges for each month's TFN Service will be billed one month in advance. Billing is based on a 30-day cycle. Any non-recurring and usage-based charges for the TFN Service generally will be billed in the billing cycle following the transaction. Your first bill for TFN Service may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination, subject to applicable law, your effective date of cancellation will be the last day of your current billing cycle and you will receive TFN Service until the end of your billing cycle (exceptions may apply to certain promotional periods and must be in writing). You will not receive a prorated credit or refund for any remaining days of TFN Service in your billing cycle after termination. Your TFN Service will continue until the end of the bill cycle. A downgrade fee may apply if you make changes to your TFN Service within thirty (30) days of TFN Service provisioning or later programming orders.

(b) Usage Charges:

Non-recurring and usage-based charges for TFN Service generally will be billed in the billing cycle following the transaction.

6. VoIP Service Equipment

(a) Types of VoIP Equipment:

Any equipment that TFN provides for VoIP Service may be new or refurbished. Any equipment or software that was not provided to you by TFN, including batteries, is not TFN's responsibility, and TFN will not provide support or maintenance of it. Depending on your service address and type of facilities over which Service is provided, your TFN Service may include the following equipment configurations:

- A Wi-Fi Gateway ("WG") located inside your premises, and certain service-specific equipment that is required for TFN VoIP Service to function. The equipment requires electrical power from your premises to operate, which you are responsible for providing.
- If you have a WG inside your premises, you may also have an ONT, which is a box that may be located inside your premises, on the outside of your premises, in a central location in a multi-tenant building, or in your garage, where TFN's fiber network terminates. The ONT also requires electrical power from your home or business location to operate, which you are responsible for providing. TFN, or TFN approved

contractor or subcontractor, will install your ONT device. The ONT power supply box converts the AC power in your home or business location to the DC power required by the ONT.

(b) Battery Backups for TFN-provided VoIP Equipment:

It is your responsibility to provide your own battery backup for your WG and ONT. TFN will not provide battery backups for customer-owned equipment.

(c) Management and Maintenance of TFN VoIP Equipment:

TFN reserves the right to manage the TFN equipment during the time you are a TFN customer and retains exclusive rights to data the equipment generates. Neither you nor a third party may change, interfere with, or block access to the equipment data or settings. You agree that you will use the equipment only for its intended residential use, and not for any other purpose (such as on another TFN network, or on another provider's (non-TFN) network). You agree to use appropriate and reasonable care in using any and all equipment. As explained herein, TFN will repair or replace damaged equipment as TFN deems necessary. TFN will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment.

(d) Return of VoIP Equipment:

Upon termination of TFN VoIP Service for any reason, you must return the equipment, undamaged, within 21 calendar days to TFN. If the equipment is not returned within 21 calendar days, or is returned damaged, you will be charged for the value of the equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the equipment within this time period. If the equipment is returned within 90 days of termination, any fees charged for the equipment will be refunded (other than fees for damages). No refunds will be made for any equipment returned more than 90 days after termination. In addition to termination of service, this subsection applies if your existing equipment is replaced or upgraded for any reason.

(e) Theft Of TFN VoIP Equipment Or TFN Service

You agree to notify TFN immediately, in writing or by calling us at 844-946-0303, if the equipment is stolen or if you become aware at any time that TFN Service are being stolen or fraudulently used. When you call or write, you must provide your TFN account number and a detailed description of the circumstances of the equipment theft, including documentation of theft (e.g., a copy of a police report) or stolen or fraudulent use of TFN Service. You will be responsible for all charges incurred on your TFN account until you report the theft or fraudulent use of TFN Service. You will be responsible for stolen equipment, but TFN may in its sole discretion waive or reduce charges for stolen equipment upon submission of documentation of theft or other circumstances. Failure to provide notice to TFN of theft in a timely manner may result in the termination of your TFN Service and additional charges to you. Unless notified otherwise by TFN, after you report the theft or fraudulent use of the TFN Service, you will remain responsible for paying your monthly fees for TFN Service not stolen or fraudulently used.

7. Term Commitment

(a) Term of Service:

If you accepted a Service commitment for your TFN Service, if applicable, these TFN Service Terms will automatically continue on a month-to-month basis at the conclusion of your Service commitment, and TFN will automatically begin charging the applicable month-to-month fee. If you have no Service commitment, these TFN Service Terms are a month-to-month agreement.

(b) Early Termination Fee (“ETF”):

If you terminate your TFN Service before completion of your Service commitment, if any, you agree to pay an ETF. The ETF amount reduces each full month of your Service commitment that you complete.

(c) Your Termination Rights:

Within the first 14 days after we activate your TFN Service for any Service subscribed to under a Service commitment, you may terminate it for any reason without incurring an ETF (unless you would owe an ETF for a prior Service commitment that you had ended early by entering into the new, now-terminated Service commitment). However, you agree to pay TFN for all fees, charges, and other amounts incurred and owed under your Agreement, and you agree to comply with Section 6(d) regarding equipment return. If you fail to return TFN equipment, you will be charged an equipment non-return fee of up to \$250.

8. Dispute Resolution – Arbitration

YOU AND SERVICE PROVIDER AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS. YOU AND SERVICE PROVIDER AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

IN ARBITRATION, THERE IS NO JUDGE OR JURY BUT AN ARBITRATOR CAN AWARD YOU OR SERVICE PROVIDER THE SAME DAMAGES AND RELIEF AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS’ FEES THEN AN ARBITRATOR CAN AWARD THEM AS WELL.

YOU AND SERVICE PROVIDER ALSO AGREE THAT THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM THE SERVICES PROVIDED TO YOU FROM SERVICE PROVIDER WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). YOU MAY ALSO BRING ANY DISPUTES YOU HAVE TO THE BETTER BUSINESS BUREAU (“BBB”), ATTENTION OF FEDERAL, STATE OR LOCAL AGENCIES IF APPLICABLE, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST SERVICE PROVIDER FOR YOU.

IF YOU OR SERVICE PROVIDER INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST PROVIDE WRITTEN NOTICE OF THE DISPUTE AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE SHOULD BE SENT ACCORDING TO SECTION 20 BELOW.

9. Termination or Suspension of TFN Service

You may cancel or terminate any of your TFN Services at any time, subject to any applicable Service commitment terms. If you cancel a TFN Service:

- you might lose any discounts you obtained from bundling TFN Service together;
- if you have an active installment plan for devices or accessories associated with the cancelled TFN Service, your agreement for that installment plan might specify that your termination of TFN Service is a default that triggers acceleration of the remaining installment plan payments; and
- some TFN Services may not work (or work the same way) after the cancellation of a bundled service.

TFN reserves the right to modify, suspend, or discontinue any function or feature of any TFN Service, including your rates or charges, or to terminate your TFN Service entirely, for any reason, including but not limited to:

- compliance with an order by a state, if applicable, federal agency, court, or arbitrator;
- any interruption or loss of either your or TFN's rights to access any part of the network facilities required to provide your Service, including rights to access the land or buildings where the facilities are located; or
- any Misconduct by you or any user of your TFN Service. "Misconduct" includes but is not limited to:
 - any conduct that we believe violates this Agreement or TFN's Acceptable Use Policy;
 - any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
 - any abusive, fraudulent, or unlawful use of any TFN Service;
 - providing us with false or misleading information about you, users of your TFN Service, or use of TFN Service, including inaccurate information related to your creditworthiness;
 - any use of TFN Service in a manner that negatively affects our or other entities' networks, customers, or operations, or that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;

- any reselling of TFN Service (including selling of use of or access to TFN Service); or
- any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment (such as a deterioration in your creditworthiness).

Regardless of the reason or whether you or we terminate your TFN Service:

- unless required by applicable law, there is no proration of charges and you are still responsible for the full month's payment even if your TFN Service is terminated before the end of a billing cycle;
- any account balance or unused portion for the terminated TFN Service (such as a prepaid service) will not be refunded or credited back;
- your licenses to use any associated software are terminated;
- you are obligated to return any equipment associated with the terminated TFN Service (if required by the applicable Service terms or other agreement); and
- we reserve the right to delete any data, files, or other information associated with you or your TFN account or terminated TFN Service.

In addition, if a term commitment to maintain service for a particular length of time is not met, and either you cancel a TFN Service or we terminate it for Misconduct, you will be subject to any applicable early-termination fee(s) under the subsection addressing Early Termination Fees.

If any of your TFN Services are suspended, you are still responsible for paying any applicable charges for that TFN Service.

10. Disclaimer of Warranties

You are using TFN Service at your own risk. Unless expressly set out in this Agreement, TFN Service is provided on an “as is” and “as available” basis, without warranties or guaranties of any kind. To the greatest extent permitted by law, TFN (including our past, present, and future parents, subsidiaries, affiliates, related entities, as well as TFN’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns) expressly disclaims all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade. No one is authorized to make warranties on our behalf. We do not guarantee that TFN Service will meet your requirements, be of a particular quality or speed, or will be uninterrupted, accurate, secure, maintained, and kept free from viruses or other harmful components. There is no security or protection guarantee against unauthorized access to your TFN Service, personal information, or TFN account. We do not guarantee that TFN Service is suitable for use in situations in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or

financial loss. We also do not guarantee that TFN Service will be interoperable with your hardware or software and that incompatibility will not lead to damage or loss of data.

11. Limitations of Liability

You agree that:

- TFN is not an insurer of TFN Service, nor can it insure the accuracy of your information or the privacy or security of your TFN accounts;
- TFN has no control over the acts and conduct of third parties;
- TFN is not responsible for losses incurred as a result of your or a third-party's use of your telephone number, if used, or other TFN Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account;

To the greatest extent permitted by law, TFN is not liable for any reason to you, or any user or beneficiary of TFN Service, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages, including but not limited to damages for personal injury; property damage; or loss of revenue, profits, business, goodwill, use, data, or other tangible or intangible losses (even if we have been told of the possibility of those damages) resulting from, for example:

- use of TFN Service (which includes equipment, software, and inside or outside wiring);
- the performance or nonperformance of TFN Service;
- the actions or inaction of TFN or its agents with respect to the provision or delivery of any TFN Service or that relate to your TFN account or our relationship with you;
- any action of a third-party, such as unauthorized access to your TFN accounts or TFN Service (including the use of your TFN accounts or TFN Service to access a third-party account); or
- any alleged actions or representations, statements, promises, or agreements by TFN that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of TFN Service;

To the greatest extent permitted by law, **TFN is not liable to you for any damages of any kind** resulting in any way from:

- the installation, maintenance, removal, or technical support of TFN Service, **even if the damage results from the ordinary negligence of our installer or other representative**;
- any unauthorized access to your TFN accounts or TFN Service (including the use of your TFN accounts or TFN Service to access a third-party account), **even if the unauthorized access was the result of ordinary negligence by a TFN employee, representative, agent, or any person or entity purporting to act on TFN's behalf**;

- any inability to reach 911 or other emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations;
- the use, inability to use, or the lack of interoperability between TFN Service and any third-party hardware, software, or service, even if charges for the third-party hardware, software, or service appear on your TFN bill;
- the loss of your information, such as missed or deleted voicemails, text messages, emails, pictures, or files; or
- any interruption, error, limitation, delay in any TFN Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.

To the greatest extent permitted by law, **our total liability to you (under any legal theory) is a credit or refund that must not exceed the total amount of charges you paid us for the applicable TFN Service during the shorter of (i) the preceding 12-month period or (ii) the period in which you experienced the issue giving rise to your claims.** If you are disputing a charge on your bill, you are required either to notify TFN’s customer service or submit a Notice of Dispute within 180 days of the bill date, providing notice as set forth in Section 20 below.

To the greatest extent permitted by law, **you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim** (this contractual limitations period is tolled by the submission of a valid Notice of Dispute consistent with the Dispute Resolution – Arbitration section of this Agreement).

Each of the limitations of liability in this Agreement will apply to claims you bring against third parties to the extent that we would be required to indemnify that third-party. If applicable law prohibits a limitation in this Agreement, all other limitations will apply to the greatest extent permitted by law. References in this section to “TFN” and “we” include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as TFN’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns.

12. Indemnification

To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend TFN (including our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as TFN’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns) from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly:

- your or your Authorized Users' access to, use of, or inability to access or use any TFN Service;
- any violation by you or your Authorized Users of this Agreement;
- your or your Authorized Users' violation of law (including negligence, willful misconduct, and infringement of anyone's intellectual property rights); or
- any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to this Agreement or any TFN Service.

13. Charges and Payments

(a) Credit Check:

By applying for or using TFN Service, you are giving us permission to obtain your credit information from consumer credit reporting agencies at any time and for any reason. We also may share information about your credit with TFN's current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf at any time and for any reason. We may refuse to provide TFN Service or require an advance payment, a nonrefundable payment, or other form of credit requirement if we determine that you may be a credit risk due to (1) your credit rating; (2) insufficient credit history; (3) previous late payments, suspension, disconnection or restoral of service; or (4) fraudulent or abusive use of any TFN Service within the last five years. We will not pay interest on advance payments or deposits unless required by law. We may, however, require special payment terms, such as additional advance payments or deposits, if we determine that the initial payment was inadequate. We may establish limits and restrict TFN Service or features as we deem appropriate. We may immediately interrupt or suspend TFN Service until your balance is brought below the limit we set for you. Any charges you incur in excess of your limit become immediately due. Upon determination solely by us of satisfactory payment history or as required by law, we may begin refunding deposits through bill credits or cash payments or as otherwise determined solely by us. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

(b) Billing:

You agree to pay your bill amounts due in full each billing cycle (usually once every 30 days): (1) the then-current monthly charges for your TFN Service; (2) any applicable charges for equipment required for TFN Service; (3) activation fees, connection, or installation charges, if any; (4) late fees and TFN Service restoral fees, if any; (5) TFN fees and other TFN charges disclosed in any additional Service terms; (6) charges for third-party content or services purchased or ordered using your TFN Service or equipment; and (7) any applicable taxes and fees that TFN pays to municipalities and other governmental entities and may pass on to you, regardless of whether applicable law assesses them on you or us. You are responsible for paying all charges specified in this Agreement, including charges incurred by any person who gains access to your TFN Service or equipment, even if you did not authorize the charges. Please note

that billing will begin as soon as your TFN Service is provisioned or activated for you, even if you have not used it or installed it.

(c) Late-Payment Charge and Dishonored Check Fee:

You agree that, for each bill not paid in full by the payment due date, we may assess a late-payment charge (subject to applicable law and except as expressly agreed in writing). Our acceptance of late or partial payments (even if marked “Paid in Full”) will not waive any of our rights to demand payment of the full amount due. You will also be charged a fee for each and any check or other forms of payment made (including credit card charge-backs) that are returned unpaid for any reason (subject to applicable law and except as expressly agreed in writing).

(d) Collections:

If you do not pay your bill in full and on time, you agree that you may be subject to collections either by us or a third-party collections agency. To the extent permitted by law, you must pay us any costs and fees, including attorneys’ fees, we reasonably incur to collect amounts you owe us. Subject to applicable law, you agree that we are not responsible or liable for any negative consequences that may arise as a result of our reporting your account, payment information, or history to any third-party credit reporting or collections agency.

(e) Autopay:

If you enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method, authorize us to store this information, and authorize us to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel TFN Service. If you were required to provide a credit card when you started a TFN Service, you also authorize us to charge that card (in lieu of your autopay card, if different) for any amounts outstanding if you cancel TFN Service. You agree to provide us with updated credit or debit card or bank account information when needed by calling the customer care number on your bill (844-946-0303). You acknowledge that, if your card-issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we are not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee.

You can cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on your bill (844-946-0303). If you do so, you may lose certain promotions or discounts. You also should contact your card issuer or financial institution to advise that you have cancelled your enrollment.

(f) Early Termination Fee:

Your TFN Service may include a minimum period in which you must maintain service on an eligible plan (“Service commitment”). If applicable and you do not meet that commitment, you agree to pay an early termination fee. That fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service commitment on which your monthly rate is based was not completed.

(g) Application of Credits:

Any amounts refunded in the form of bill credits, cash payments, or any other form will include all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or TFN Service will not result in the refund of any tax, fee, or surcharge you previously paid.

(h) Business or Government Benefits:

You may receive or be eligible for certain discounts, credits, promotions, and other benefits (“Benefits”) through a business or government customer’s agreement with us (“Business Agreement”) or if you are otherwise eligible to participate in our military/government discount or benefit programs. If such Benefits are available, all such Benefits are provided to you solely as a result of the corresponding Business Agreement or at our discretion and may be modified or terminated without notice. You may also be eligible for certain additional rate plans and/or other Service.

If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with it or its authorized agents. If you use Service(s) and/or receive certain Benefits pursuant to or arising from a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with your business or government entity, or its authorized agents, to verify your continuing eligibility for the Service or Benefits. You also agree we may contact you to confirm your continued eligibility for the Service and/or Benefits.

Benefits may vary and are subject to the corresponding Business Agreement and ongoing eligibility/enrollment criteria, which we may verify or audit in our discretion.

14. Questions or Disputes Regarding Charges

If you believe that there is an inaccuracy with your bill, please contact customer service as soon as possible. If you are not satisfied with customer service’s resolution, you may send us a Notice of Dispute pursuant to Section 20.

If you have a billing dispute, you have 180 days from the date of the bill either to notify customer service or submit a Notice of Dispute. Otherwise, you will have waived your rights to dispute the bill and to participate in any legal action raising that dispute. This limitations period does not apply if this contractual notice provision is prohibited in Oklahoma.

15. Privacy

(a) Privacy Policy:

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please see the TFN Privacy Policy located on our website.

(b) Use by Children:

Children under the age of 13 should not be permitted to access TFN Service unless allowed by an account holder who is their legal guardian. By permitting a child to access a TFN Service, you are giving your child access to all features (such as email, texts, and device applications), the Internet, and a broad range of third-party content. It is your sole responsibility to determine whether the features are appropriate for a minor.

TFN is not responsible for any content accessed by you or minors. In addition, TFN does not guarantee the accuracy of any access controls available from TFN, and you agree that you will not hold us liable for any loss or damage of any kind incurred as a result of the use of any such access controls.

16. Governing Law

The law of Oklahoma, the state in which we currently provide you with TFN Service, governs this Agreement, except to the extent that law is preempted by or inconsistent with applicable federal law.

17. End User Licensing Terms

If you connect to TFN Service by using, downloading, or installing an application or other software that we made available (“Software”), whether directly or indirectly through vendors, your use of the Software is subject to this Agreement and any End User License Agreement (“EULA”) for the Software.

(a) Definition of Software:

The term “Software” means the following: (a) any application related to the Service or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (b) any updates, modifications, or enhancements to it; and (c) any specific TFN or vendor web site to which the Software directs you via any browser.

(b) License Grant:

We (or for vendors’ Software, the vendor) remain the owner of the Software, which is not being sold to you. So long as you comply with the terms of this Agreement and any EULA provided with the Software, TFN grants you a revocable, nonexclusive, nontransferable, limited right to install and use the Software on a single computer or device that you own and control and to access and use the Software on such device. We are not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

(c) Restrictions on Use:

You may use the Software only in strict adherence to the terms of this Agreement, the EULA, and the terms of any other agreements associated with your device. You may not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software; (c) violate any applicable laws, rules, or regulations in connection with your access or use of the Software; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of TFN, its suppliers, or the licensors of the Software; (e) use the Software for any revenue-generating endeavor or commercial enterprise other than the use of this Software to participate in our Service; (f) use the Software for creating a product, Service, or software that is, directly or indirectly, competitive with or in any way a substitute for any Service, product, or software offered by us; (g) use the Software to send automated queries to any web site or to send any unsolicited commercial email; or (h) use any proprietary information or interfaces of TFN or other intellectual property of TFN in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Software.

(d) Export Limits:

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

18. Intellectual Property Rights

(a) TFN Intellectual Property:

You agree that Software, TFN Service, and TFN equipment ("TFN Intellectual Property") are protected by trademark, copyright, patent and intellectual property laws, and/or international treaty provisions. You also agree that the source and object code of TFN Intellectual Property and the format, directories, queries, algorithms, structure, and organization of TFN Intellectual Property are the intellectual property and proprietary and confidential information of TFN, its suppliers, and its licensors. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to TFN Intellectual Property by implication, estoppel, or other legal theory, and all rights in and to TFN Intellectual Property not expressly granted in this Agreement are hereby reserved and retained by us. Nor do you have any intellectual or other property rights in any information that we provide or use to deliver TFN Service, such as any account or phone numbers or email addresses assigned to you.

(b) Third-Party Software:

TFN Intellectual Property may utilize or include third-party software that is subject to open source and third-party license terms ("Third-Party Software"). You acknowledge and agree that

your right to use such Third-Party Software as part of the TFN Service is subject to and is governed by the terms and conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms, and disclaimers contained therein (“Third-Party Software Notices”) and including all posted changes to Third-Party Software Notices. In the event of a conflict between the terms of this Agreement and the terms of those licenses, the terms of those licenses will control your use of the relevant Third-Party Software. In no event will the application or components thereof be deemed to be “open source” or “publicly available” software. You agree that your use of TFN Intellectual Property is subject to the terms of all Third-Party Software Notices.

(c) TFN Marks:

You agree that the TFN names and their related logos and all related product and service names, design marks, and slogans are trademarks and service marks owned by and used under license from TFN (the “TFN Marks”). You are not authorized to use the TFN Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of TFN, which may be withheld for any or no reason.

(d) Copyright Infringement and Digital Millennium Copyright Act:

TFN respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored, or transmitted in connection with TFN Service in a way that constitutes copyright infringement, in accordance with the Digital Millennium Copyright Act (“DMCA”), please tell us by providing the information listed in our Copyright / DMCA Policy posted on our website, providing such information to our Designated Agent for notice of claims of copyright infringement as specified in the DMCA Policy. For more information about TFN’s copyright protection practices under the DMCA and for information on how to contact our DMCA Designated Agent, please refer to our Copyright / DMCA Policy on our website.

19. Assignment and Third Parties

(a) Assignment:

We may assign this Agreement or parts of this Agreement to any third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising from it without our prior written permission. Upon any assignment of this Agreement by TFN, all references in this Agreement to “TFN” “we,” “us,” or “our” shall refer solely to the assignee of this Agreement and shall no longer refer to TFN or its affiliates. From the date of an assignment by TFN, we will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that TFN will have no liability or obligation to you if this Agreement is assigned by TFN, and your recourse for any liabilities or obligations will be solely limited to the assignee of this Agreement.

(b) Third parties:

Except as stated in this Agreement, anyone who uses or benefits from your TFN Service is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

20. Notices

Notices required under this Agreement by you must be provided to us at the address or email address below. Notice by TFN to you shall be deemed given when: (a) transmitted to your primary email address provided by Service Provider; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when revisions to terms and policies are posted on the website in updated versions.

For notices to be provided to Trace Fiber Networks, please send to:

Trace Fiber Networks, LLC.
Attn: Notices / Legal
2020 Lonnie Abbott Blvd.
Ada, OK 74820
contracts@tracefiber.com

If you send us an email, you agree that the user ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

21. About this Agreement

(a) Your Ability to Contract:

By agreeing, acknowledging, or signing any agreement or terms and conditions or otherwise activating, using, or paying for any TFN Service – which constitutes acceptance of this Agreement – you are confirming that you are over the age of majority and have the capacity to enter into binding contracts. In addition, if you are using TFN Service on behalf of any entity, such as a corporation or other organization, you are accepting this Agreement on that entity's behalf. If that entity has separately entered into a business agreement with us, those business terms control.

(b) Changes to Agreement:

We may add, modify, or delete any terms, conditions, rates, or fees for any TFN Service at any time. We will provide you with notice of changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any incorporated documents) by email, bill insert or message, text or other message, posting on the website for your TFN Service, mail, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for TFN Service after the effective date of the change means you have accepted the change. If we notify you of a materially adverse change concerning an TFN Service during your Service, and if you do not accept the change, you must cancel the TFN Service within 14 days of the notice to avoid an early termination fee, if applicable. Continued use of the TFN Service is your acceptance of any changes.

(c) Conflicting Terms:

This Agreement supersedes any prior agreement between us regarding your TFN Service. In the event of a conflict between this Agreement and an applicable EULA, this Agreement controls unless the EULA specifically states otherwise. The English version of this Agreement is the original one. If there is a conflict between it and any translated version, the English version controls.

(d) Severability:

If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

(e) Survival:

Although you or we can terminate this Agreement, some terms will continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution (Section 8), disclaimer of warranties (Section 10), limitations of liability (Section 11), indemnification (Section 12), and governing law (Section 16).

(f) Entire Agreement:

This Agreement constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us, either written or oral. This integration clause means that, to the greatest extent permitted by applicable law, you cannot rely on marketing materials or statements or promises by our employees or agents to modify the terms of this Agreement.

(g) Operational Limits/Force Majeure:

Our ability to provide TFN Service to you is subject to the availability and the operational limitations of the equipment and associated facilities, including third-party networks that TFN does not control. You understand and agree that temporary interruptions or delays of TFN Service may occur, and that TFN is not liable for them. In addition, we are not responsible for interruptions or delays caused by events outside our control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond our reasonable control.

(h) Non-Waiver of Rights:

We may decide not to enforce rights or remedies under this Agreement in specific instances. That decision is not a waiver of any of our rights or remedies.