

IMPORTANT SERVICE/WIRELESS PRODUCT SPECIFIC TERMS

Your Agreement with Easton Telecom Services LLC (Easton) includes terms of your service plan (including those outlined below) and the most recent Easton Terms and Conditions of Service (“Ts&Cs”) – carefully read all these terms which include, among other things, a MANDATORY ARBITRATION of disputes provision.

For business customers only, your Agreements with Easton may include (a) the Standard Terms and Conditions for Communication Services (“Standard Terms and Conditions”), and (b) the Wireless Services Product (“Product Terms and Conditions”), both as posted at www.eastontelecom.com/termsandconditions on the date you signed your wireless service agreement. In the event of conflicting terms of inconsistency for business customers only, your wireless service agreement controls followed by the Product Terms and Conditions, then the Standard Terms and Conditions. For business customers, dispute resolution procedures are described in the Standard Terms and Conditions.

Service Agreement: The Wireless Service Order Form (“Agreement”) is provided to you at the time of your order. There are several parts to the Agreement, including, but not limited to, the Wireless Service Order Form (“Agreement”) you sign or accept, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you.

General Terms: If you agree to maintain service for a minimum Term, the Term begins when you accept the Wireless Service Order Form (“Agreement”) (e.g., signature, activate service, use phone, etc.). You may terminate any line of service before its Term ends by calling us, however you will be responsible for an **EARLY TERMINATION FEE** of up to \$199.95 (“**ETF**”) for each line/number terminated early. Payment of the **ETF** does not satisfy other obligations owed to us, including Term commitments with other lines or service/equipment charges. We reserve the right to cancel offers early or extend offers without notice. Offers are subject to credit approval. Coverage is not available everywhere and varies by service – see mapping brochures or visit www.eastontelecom.com/coverage for details. Monthly charges exclude taxes, Easton surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area]. Easton surcharges are not taxes or gov’t-required charges and are subject to change. Up to a \$36.95 reconnect fee may apply to reestablish service on all accounts that have been disconnected for nonpayment. A deposit may be required per line to establish service. Our services will only work with our phones/devices – not all services are available with all phones/devices or on all networks. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends. All phone/device usage, including incoming/outgoing calls, incurs charges unless specified otherwise. Except where specified, included plan minutes are not good for off-network roaming calls. International roaming rates for voice and data services are additional and will vary. On calls that cross time periods, minutes are

generally deducted or charged based on the call start time. Unused monthly plan minutes do not carry forward. Partial minutes of user are rounded up to the next whole minute.

Nature of our Service. Our rate plans, customer devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on Easton's network.

Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the user of Easton's network or systems. Easton reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend services if an individual engages in any of the prohibited voice or data uses detailed below or if Easton, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. **Examples of prohibited voice uses:** Easton voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Easton services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, commercial uses, or other connections that do not consist of uninterrupted live dialogue between the individuals. **Examples of prohibited data uses:** Easton data services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming. Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting service including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either Easton's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a data plan designated for such usage); or (vii) for any other reason that, in our sole discretion violates our policy of providing services for individual use.

PROMOTIONS, OPTIONS AND OTHER PROVISIONS

Messaging (text, picture and video): Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused monthly plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary and are subject to change. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages.

Add-a-Phone: The first phone activated on the service plan (“Primary Line”) and Secondary Lines may have different Term end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line will become the Primary Line.

Data: Services are not available with all Easton phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise, 1024KB equals 1MB and 1024MB equals 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your plan) basis and is rounded up to the next whole kilobyte, megabyte, or gigabyte. Rounding occurs at the end of each session or each clock hour, at which time we deduct accumulated usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your invoice will not separately identify the number of kilobytes, megabytes or gigabytes attributable to your use of specific sites, sessions or services used. Premium content (games, ringtones, songs, etc.) are priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. You may not use a phone (including a Bluetooth phone) as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations. If user is not subscribed to a data included plan or add-on, Pay-As-You-Go charges are incurred when using data applications and services.

Off-network Roaming: The primary use of your Device must be for domestic purposes within the Easton-owned network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Easton reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network usage in a month exceeds: (1) voice: 800 min. or a majority of minutes; or (2) data: 300 megabytes or a majority of kilobytes. The display on your device may not always be on and will not indicate whether you will incur roaming charges. Roaming is not available with single-band phones, or to customers who reside or whose primary use is outside an area

covered by the Nationwide Easton Network. Easton may limit or terminate service if you move outside of the Easton-owned network.

International Roaming: International calling, including in Canada, Mexico and Guam is not included in plans with no roaming charges. International roaming usage may be invoiced after 30-60 days. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. Easton reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

International Long Distance and Messaging: Phones must be activated for international service in order to make international long-distance calls, including to Mexico and Guam, and in certain cases to send international text. For verification purposes, you may be required to provide additional information and activation of plan may take approximately 1 to 3 days. Verification for account spending limit customers may take up to 30 days. Rates, mobile termination fees and available countries are listed at www.eastontelecom.com/internationalrates. International rates are subject to change without notice.

Mexico Long Distance Dial Codes: Agua Prieta (633), Alter (637), Ciudad Acuña (877), Ciudad Juárez (656), Ensenada (646), Matamoros (868), Mexicali (686), Naco (633), Nogales (631), Nuevo Laredo (867), Ojinaga (626), Piedras Negras (878), Puerto Palomas (656), Reynosa (899), Rosarito (661), San Luis Rio Colorado (653), Sonoita (651), Tecate (665), & Tijuana (664).

Domestic (U.S.): Includes the 50 United States, Washington D. C., Puerto Rico, and the Virgin Islands.

GENERAL TERMS AND CONDITIONS OF SERVICE

Basic Definitions

In this document: (1) “we”, “us”, “our”, and “Easton” mean Easton Telecom Services LLC and its affiliates doing business as Easton; (2) “you”, “your”, “customer”, and “user” mean an account holder or user with us; (3) “Device” means any phone, aircard, mobile broadband device, any other device, accessory or other product we sell to you or that is active on your account with us; and (4) “Service” means our offers, rate plans, options, wireless services or Devices on your account with us.

The Wireless Service Order Form

The Wireless Service Order Form (“Agreement”) is a contract under which we provide and you accept our Services. In addition to these Terms and Conditions of Service (“Ts&Cs”), there are several parts to the Agreement, including, but not limited to, the Subscriber Agreement you sign or accept, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation

materials we may provide you. **It is important that you carefully read all of the terms of the Agreement.**

Services Covered By These Ts&Cs & Additional Terms

These Ts&Cs apply to our standard wireless Services and any other Service we offer you that references these Ts&Cs. If you are a business customer, your Agreement is exclusively governed by the Standard Terms and Conditions and the applicable Product specific terms posted at www.eastontelecom.com/wirelesstermsandconditions.pdf. Rates and charges are listed in the Service Plans & Rates Guide for business customers and any supplemental materials. Additional terms will apply when you use certain Service, typically those you can access online (for example, picture/video Services, online forums, etc.). Additional terms will apply to certain Devices and applications (the terms may come from Easton or a third party) and will be provided with the Device or prior to the use of the application, as applicable. Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing/payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service.

Our Policies

Services are subject to our business policies, practices and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

When You Accept the Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

Term Commitments & Early Termination Fees

Many of the Services (for example, Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years ("Term Commitment"). **You will be charged a fee ("Early Termination Fee") for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement) but such Early Termination Fee may be prorated based on your remaining Term Commitment.** Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary

based on the Services you select and will be disclosed to you during the sales transaction. **Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment.** As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

When You Don't Have to Pay an Early Termination Fee

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; or (b) in response to a materially adverse change we make to the Agreement as described directly below.

Our Right to Change the Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with this Agreement (see "Providing Notice to Each Other Under the Agreement" section). If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line of Service materially affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

Our Right to Suspend or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to: (a) late payment; (b) harassing, threatening, abusing, or offending our employees or agents; (c) providing false information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (f) breaching the Agreement or failing to follow our Policies; (g) providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt; (h)j modifying a Device from its manufacturer specifications; (i) failing to use our Services for an extended period of time; (j) failing to maintain an active Device in connection with the Service; or (k) if we believe the action protects our interests, any customer's interests or our network.

Your Right to Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, change may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require a new Term Commitment. Changes to Services are usually effective at the start of the next full invoicing cycle. If the changes take place sooner,

your invoice may reflect prorated charges for your old and new Services. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services, which will include the authority to make changes that will extend your Term Commitment. You are responsible for any changes to your Services made by a person you authorize and those changes will be treated as modifications to this Agreement.

Your Right to Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all services. In addition, if you return or provide your Device to Easton and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service, and if you are subject to a Term Commitment, you may be charged all or part of an Early Termination Fee. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. **Except as provided above, you must also pay us an Early Termination Fee for each line of Service that you terminate early.**

Credit Checks & Credit Information

We agree to provide you Services on the condition you have and maintain satisfactory credit according to our standards and policies. You agree to provide information we may request or complete any applications we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services, or place limits or conditions on the user of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

Deposits & Returning Deposits

We may at any time require a deposit, as a guarantee of payment, for you to establish or maintain Service ("Deposit"). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can't use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history, and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won't earn interest and we reserve the right to return the Deposit as a credit on your invoice at any time. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We'll send any remaining portion of the Deposit to your last

known address within 90 days after your final invoice – if it is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

Restrictions on Using Services

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or (b) in any way prohibited by the terms of our Services, the Agreement or our Policies. You cannot in any manner resell the Services to another party.

Your Device, Number & E-mail Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through.** Your Device is designed to be activated on the Easton network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you do not have and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your CDMA Easton PCS phone has a software programming lock that protects certain handset operating parameters against unauthorized reprogramming.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all of you the Services associated with that number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

Coverage; Where Your Device Will Work; Services Speeds

Our coverage maps are available on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere and Service speeds are not guaranteed. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, network or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, etc.), may result in dropped and blocked connections, slower service speeds, or otherwise impact the quality of Service.**

Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

Roaming

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guaranty that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data Services, voicemail, call waiting, etc.).

About Data Services & Content

Our data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content may be available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; (3) offensive, indecent or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions on Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections;

or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend or constrain any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network. If your Services include web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose.

Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

Account & Service Charges

You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services. Charges include, but are not limited to, the monthly recurring charges, usage charges, charges for additional services, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts and web access. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services.

How We Calculate Your Charges for Billing Purposes

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines. You won't be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press "End" or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, Nights and Weekend plans), you're charged for the entire call based on the rate that applies to the time period in which the call starts.

Data Usage: Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes and gigabytes – not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte ("MB") and 1024 megabytes equals 1 gigabyte ("GB"). Bytes are rounded up to kilobytes, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session, and sometime during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to

limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's internet address, including data session you did not initiate and for incomplete transfers. As long as your Device is connected to our data network, you may incur data charges. Examples of data you will be charged for includes the size of a requested file or Data Content (game, ringtone, etc.), web page graphics (logos, pictures, banners, advertisements, etc.), additional data used in accessing, transporting and routing the file on our network, data from partial or interrupted downloads, re-sent data and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringtone, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage – for example, the size of downloadable files – are not reliable predictors of actual usage. Your bill won't separately list the number of KB attributed to a specific action/data session.

Your Bill

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. **Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.).** Your paper bill may not include itemized billing detail. Unless prohibited by law, other charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category.

Your Payments; Late Fees

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or other similar secure form or payment at any time for good reason.

Taxes & Government Fees

You agree to pay all federal, state and local taxes, fees and other assessments that we're required by law to collect and remit to the government on the Services we provide to

you. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

Surcharges

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service, various regulatory charges, Easton administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. **Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement. However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges.

Disputing Charges – You Must Still Pay Undisputed Charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period – undisputed charges must still be paid as stated on your bill.

Protecting Our Network & Services

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage – for example, message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc.

Authentication and Contact: You agree that Easton may, in our sole discretion, treat any person who presents your credentials for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service related reasons through the contact information you provide, through the Services or Devices to which you subscribe or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

Third Party Applications: If you use a third party application, the application may access, collect, use or disclose your personal information or require Easton to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or authorize third party applications through the Services, you agree and authorize Easton to provide information related to your use of the Services or the application(s). You understand that your use of third party applications is subject to the third party’s terms and conditions and policies, including its privacy policy.

Information on Devices: Your Device may contain sensitive or personal information. Easton is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on the Device.

Location Based Services

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device’s location information and user of location-sensitive services. You agree that any authorized user may access, use or authorize Easton or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application’s terms and conditions and policies, including its privacy policy. If you activate location sensitive services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located.

911 or Other Emergency Calls

Public Safety Officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phone, depending on a number of factors (for example, whether your Device is

GPD enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service (“E911”), where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 – you should follow voice prompts when interacting with emergency service providers employing IVR systems to screen calls.

If Your Device Is Lost or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss of theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

You Agree We Are Not Responsible for Certain Problems

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Easton storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or (i)

things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and back-up your information stored on each.

You Agree Our Liability Is Limited – No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION

We Agree to First Contact Each Other With Any Disputes

We agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. We agree to contact each other as described in the Provisioning Notice to Each Other Under the Agreement section of the Ts&Cs.

Instead of Suing in Court, We Each Agree to Arbitrate Disputes

We agree to finally settle all disputes (as defined and subject to any specific exceptions below, only by arbitration. In arbitration, there is no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) **"Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated** – this includes claims you bring against our employees, agents, affiliates or other representative, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Provisioning Notice to Each Other

Under the Agreement section of the Ts&Cs and notice to us will be sent to: General Counsel; Arbitration Office; P.O. Box 75613; Cleveland, OH 44101-4755. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

- (3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- (4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in Summit County, Ohio. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.
- (5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.
- (6) **We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.**

Exceptions to Our Agreement to Arbitrate Disputes

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

No Trial by Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or make regarding location-sensitive services (see “Location Based Services” section), failure to safeguard your passwords or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

Providing Notice to Each Other Under the Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or e-mail address you’ve provided us, by calling you on your Device or any other phone number you’ve provided us, by voice message on your Device or any other phone number you’ve provided to us or by text message on your device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn’t enforce a requirement under this Agreement in an instance, we don’t waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn’t for subsidiaries, agents, and predecessors and successors in interest. You can’t assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements – you can’t rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial, etc.), survive termination of Services.