



Saddleback Communications Terms & Conditions for Service

General

These terms and conditions, along with the products and services described on Saddleback's website, as well as any sales order, network service agreement or Master Service Agreement executed with Saddleback, constitute the Agreement ("Agreement") between Saddleback Communications ("Saddleback", "we", or "us") and the user ("you," "user" or "Customer") of Saddleback's business communications services and any related products or services ("Service"). This Agreement governs both the Service and any equipment, such as IP Telephones, Switches/Routers, Analog Telephone Adapters or any other IP connection equipment, used in conjunction with the Service as it applies to all lines on each Saddleback account. Saddleback may, at its discretion and without notice, modify, change, add to or omit any terms and conditions in this Agreement without advance notice to you. Your use of this Service after one (1) full billing cycle constitutes your agreement to such changes.

Saddleback provides local telephone service pursuant to the Schedule of Rates, Rules and Regulations Governing Local Telecommunication Services. Saddleback is a division of the Salt River Pima-Maricopa Indian Community ("SRPMIC" or "Community") and has been licensed by the Community to provide local exchange service to the Salt River Pima-Maricopa Indian Reservation. No other service provider is licensed or authorized by the Community to provide local exchange telephone services within the boundaries of the SRPMIC Reservation. Under the authority of the Salt River Pima-Maricopa Indian Community, Saddleback issues the General Services Tariff and it is incorporated into this Agreement. Saddleback is not subject to regulation by the State of Arizona.

Applicability: These standard Terms and Conditions contain general provisions that apply to all Saddleback Business and Residential Services.

Interstate/Intrastate Circuit Jurisdiction: Customer acknowledges that all Ethernet Transport and TDM Transport/Private Line circuits are considered and attested to as Interstate unless Customer specifies that they are Intrastate. If Customer specifies that an Ethernet Transport or TDM Transport circuit is Intrastate, then Saddleback will provide an attestation form to be signed by the Customer.

Acceptable Use Policy: All Services purchased must conform to Saddlebacks Acceptable Use Policy (AUP) posted at <http://www.saddlebackcomm.com/legal/>.

Agreement Terms

Agreement Term: The term of the Agreement shall be indicated on each specific Service Order, Network Service Agreement or Master Service Agreement. The term of service orders shall begin on the date the contracted services are installed.

Agreement Expiration and Renewals: At the end of the Agreement term, the Customer may discontinue any service without penalty with 30 days written notice; and Saddleback may discontinue any services with 30 days written notice. At the end of the term, services will continue at the contracted rates on a month-to-month basis for up to 30 days, at which time, rates for the contracted service(s) may be converted to the then current month-to-month rates unless a renewal agreement is executed.

Relocations/Moves: Saddleback, in its sole discretion, may allow a Customer with an existing service contract to move their Services to a new location within the Saddleback Communication service area, without incurring termination liability charges, provided that Customer maintain all Services for the duration of the Agreement term.

Credit Approval for New Customers: Saddleback requires a credit approval for new customers and may require the Customer to provide a deposit. If at any time during a 12-month period during the Agreement term Customer submits a late payment, the deposit may be forfeited. Saddleback shall return the deposit to Customer after 12 months of timely payments.

Billing and Charges

Commencement of Billing: Charges apply when Saddleback completes installation and testing of the Service(s), and the Service(s) are available for use by the Customer.

Recurring Service Charges: For recurring service charges, Saddleback bills fixed service charges in advance, and usage-based service charges in arrears.

Taxes: Saddleback's rates do not include **taxes**. Customer will pay all Federal, State, County and Community taxes including, but not limited to, sales, use, gross receipt, excise, property, and transaction taxes.

Surcharges, Recovery and Administrative Fees: Saddleback's rates for services do not include applicable surcharges by Federal, State, County or Local government entities including, but not limited to, Federal Universal Service Fund, TRS, and 911 surcharges. Saddleback may impose additional fees or charges on Customer to recover amounts that Saddleback is required, or permitted by government or quasi-government authorities, to collect or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs for such charges or programs including billing fees, compensation to pay phone providers, Mobile Termination charges, and charges assessed to Saddleback for terminating US and International calls. The amount of these fees, charges, or surcharges may vary.

Payments: Customer must pay all amounts by the due date listed on the Customer's invoice. Customer payments to Saddleback must be in the form of an electronic funds transfer (via wire transfer or ACH), credit card, or by paper check.

Late Fees: Saddleback may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of services, after notification to the Customer. Services that are suspended or terminated for non-payment may be subject to a reconnection charge. Unless otherwise stated in the accompanying Service Order, Network Service Agreement, or Master Service Agreement, all past due amounts shall bear an interest rate of 1.5% per month beginning from the date first due until paid in full.

Refunds & Disputed Invoice Charges: Saddleback does not provide refunds for services utilized. However, if Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes a timely payment of all undisputed charges and provides Saddleback with a written explanation of reasons for the Customer's dispute of the charge. Customer must cooperate with Saddleback to promptly resolve any disputed charge. If Saddleback determines that the disputed charges are valid, Saddleback will notify Customer and the amount in question shall be due and payable immediately. For questions or concerns regarding refunds or disputes, please contact Customer Service at 480.362.7150 or customerservice@saddlebackcomm.com.

Collections: Saddleback may hire a third party to collect past due amounts. In addition to those amounts owing, Customer shall be responsible for all costs, fees, and expenses associated with collecting any past due amounts, including without limitation, reasonable attorneys' fees. Customer's liability for Saddleback's legal expenses and attorneys' fees, notwithstanding collection efforts, may be settled prior to an actual legal proceeding.

Price Changes: In the event that changes to regulatory requirements or conditions increase Saddleback's costs of providing services, then Saddleback reserves the right upon thirty (30) days' written notice to Customer, to increase the price of any Service in an amount sufficient to recover its increased costs resulting from said changed regulatory requirements or conditions. In the alternative, Saddleback reserves the right to discontinue services to Customer upon thirty (30) days' written notice if its costs of providing service increases as a result of changes to regulatory requirements or conditions. In the event that Saddleback increases any rate pursuant to this provision, then Customer may discontinue the affected services without payment of any early termination payment requirement otherwise applicable, provided that Customer provides Saddleback with not less than thirty (30) days' written notice of its intent to discontinue the Service.

Early Termination Charges:

Customer shall pay Saddleback an Early Termination Charge equal to fifty percent (50%) of the monthly recurring rate, multiplied by the number of months remaining in the minimum term of the Agreement.

Early Termination Charges will be waived for an individual service in the event that the Customer executes a new agreement with Saddleback for services equal to or greater than one hundred percent (100%) of the remaining value of the individual service under this Agreement.

On Month-to-Month term agreements, the Customer may terminate service with thirty (30) days' written notice to Saddleback with no Early Termination liability.

E911 DISCLOSURE FOR SADDLEBACK COMMUNICATIONS UCaaS or HOSTED PBX CUSTOMERS

Saddleback provides access to emergency calling services, allowing users to access either basic 911 or Enhanced 911 (E911) service. Saddleback customers using IP Desk Phones or Softphones can dial 911 directly from their IP Desk Phones or Softphone.

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

The Federal Communications Commission ("FCC") requires that Saddleback, like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the E911 access capability available with Hosted PBX as compared to the E911 access capability available with traditional telephone service. (A copy of this FCC order is available at <https://www.fcc.gov/cgb/voip911order.pdf>). We ask that you carefully read this E911 Disclosure and understand how these differences affect your ability to access E911 services.

Acceptance of these Terms and Conditions indicate: (1) you have read and understood this E911 Disclosure, (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using Hosted PBX, and (3) you understand that you must inform users of Hosted PBX that they may not be able to contact emergency services by dialing 9-1-1 using Hosted PBX.

HOSTED PBX E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE. Although the Integrated Access Device ("IAD") Saddleback placed on your premises is equipped with back-up battery power, in the event of a commercial power outage lasting longer than the IAD battery life, the IAD will lose power causing a loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset your equipment before you will be able to use Hosted PBX to contact E911 services. You are responsible for providing an uninterruptible backup power supply if you wish to ensure continued operation of electrical equipment in the event of a power outage.

HOSTED PBX E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED OR Hosted PBX HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT. Once your broadband connection and Hosted PBX have been restored, you may be required to reset your equipment before you will be able to use Hosted PBX service to contact E911 services.

YOU MUST PROVIDE SADDLEBACK WITH YOUR CORRECT SERVICE ADDRESS OR Hosted PBX E911 SERVICE CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU. If you move a registered device, you must immediately contact Saddleback to update the Registered Address with the new physical location of the device. If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you.

HOSTED PBX E911 SERVICES CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU IF YOU DISABLE, DAMAGE OR MOVE THE IAD TO A LOCATION OTHER THAN THE SERVICE ADDRESS YOU PROVIDED TO SADDLEBACK WHEN SERVICE WAS INITIATED. If you wish to move to a new service address or report damage to your IAD, please call Saddleback Customer Service at (480) 362-7150 during the hours of 8 a.m. to 5 p.m. Arizona time, Monday – Friday.

Other/Misc.

Assignment: Customer may not assign any rights or obligations under this Agreement without Saddleback’s prior written consent, except that upon thirty (30) days’ written notice to Saddleback, Customer may assign its rights and obligations under the Agreement to an affiliate or an entity that has purchased all or substantially all of Customers assets.

90 day Out Clause: Customer may cancel this Agreement within the first ninety (90) days of the installation date without incurring termination liability if the Customer experiences significant service interruptions or service-related problems that Saddleback is unable to correct within thirty (30) days of receiving written notice from Customer.

Equipment Returns: Any equipment provided or rented to Customer (“Saddleback Equipment”) including but not limited to POE Switches, IP Phones, Gigaspire WiFi Routers in connection with the services provided is and shall remain the property of Saddleback throughout the entire period of service (“Service Period”). Customer shall take reasonable care to ensure the Saddleback Equipment is maintained in clean operating condition throughout the Service Period. Customer agrees not to alter, modify, tamper or otherwise interfere with the Saddleback Equipment. Customer further agrees not to sell, lease abandon, or give away the Saddleback Equipment. Upon termination of the Service Period, Customer shall return all Saddleback Equipment provided as part of the service offering in good working condition within 30 days. If the Saddleback Equipment is not returned within 30 days or Saddleback determines, in its sole discretion, that the Saddleback Equipment has suffered damage beyond reasonable wear and tear, then the following shall apply:

- **For Commercial Business Customers:** Customer shall be liable for all costs related to replacing the missing or damaged Saddleback Equipment. Customer is responsible for all return shipping charges for any hardware returned to Saddleback for any reason, including situations in which hardware is covered under warranty.
- **For Residential Customers:** A fee of one hundred and fifty dollars (\$150.00) may be assessed for lost or damaged Saddleback Equipment.

Not for Resale: Customer represents that it is not a reseller of any telecommunications services provided under this Agreement and it is not entitled to any reseller discounts under any laws.

Customers Installation Responsibilities: Customer will reasonably cooperate with Saddleback to install Services. Saddleback may refuse to install Services if Saddleback determines, in its sole discretion, that any condition on Customer’s premises is unsafe or likely to cause injury to any person. Additional

Customer responsibilities relating to a particular product or service may be required as defined in a service order or other documentation or communications from Saddleback.

Fraudulent Use of Long Distance or Toll Services: Customer is responsible for all charges attributable to Customer incurred by the Service including: authorized or unauthorized charges placed by or through Customer's equipment or software via any remote access features, or transferring capability or call forwarding, even when such calls are placed fraudulently. In the case of usage-based Services, Customer is responsible for all usage charges even if incurred as the result of fraudulent or unauthorized use of Service; except that Customer shall not be responsible for fraudulent or unauthorized use by Saddleback or its employees.

Service Level Agreement (SLA) and Credits: Saddleback's Service Level Agreements with committed network uptime, response times and impairment credits can be found at: <https://saddlebackcomm.com/legal/>

Call Monitoring for Troubleshooting: Customer understands that VOIP calls may be captured and monitored for troubleshooting purposes. A review of call captures and recordings will be done only when requested on specific telephone numbers and only by authorized Saddleback technical staff for the purposes of identifying and resolving quality issues or problems.

CALEA: Upon receiving notice of a CALEA request related to any applicable Saddleback Services, Saddleback shall cooperate with law enforcement agencies on Customer's behalf as required by law.

Scheduled Maintenance: Scheduled maintenance of the Saddleback network will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, Saddleback will exercise commercially reasonable efforts to: (i) provide Customer with seven (7) days' prior written notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's services that may be caused by such scheduled maintenance, and (iii) to perform such scheduled maintenance during the non-peak hours of 12:00 a.m. (midnight) until 6:00 a.m. local time.

Abuse and Fraud: Customer will not use Services: (1) for fraudulent, abusive, unlawful or destructive purposes including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of information, or (2) in any manner that causes interference with Saddleback's or another's use of the Saddleback provided network. Customer will cooperate promptly with Saddleback to prevent third parties from gaining unauthorized access to the Services via Customer's facilities.

Force Majeure: Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event. A Force Majeure Event means any act, event, or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents, and is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including without limitation: (A) an act of God, epidemic, landslide, lightening, earthquake, fire, explosion, storm, flood or similar occurrence; (B) an act of public enemy, war,

blockage, insurrection, riot, general unrest or restraint of government and people, civil disobedience, sabotage, act of terrorism or similar occurrence; (C) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (D) adoption or change (including a change in interpretation, enforcement or permit requirement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder. In the event Saddleback is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay Saddleback for the affected Service for so long as Saddleback is unable to deliver the affected Service.

Limitations of Liability: Neither Party will be liable to the other Party or any other party for any consequential, indirect, special, punitive, incidental, exemplary or lost profits, damages of any kind, whether foreseeable or unforeseeable, including damages for loss of data, goodwill, investments, use of money or use of facilities, interruption in use or availability of data, stoppage of other work or impairment of other assets, even if advised of the possibility of such damages, arising out of (i) the performance or nonperformance of the Agreement or of products, software or Services provided under the Agreement, or (ii) any claim, cause of action, breach of contract, indemnity, or any express or implied warranty, misrepresentation, negligence, strict liability, or other tort. The previous sentence will not apply to instances of gross negligence or willful misconduct.

Governing Law and Dispute Resolution: This Agreement and Customer's use of Services shall be governed and construed by the laws of the Salt River Pima-Maricopa Indian Community. Nothing contained in these Terms and Conditions is intended to waive Saddleback's or the Salt River Pima-Maricopa Indian Community's sovereign immunity.

Right to Terminate: In addition to any other rights at law or in equity, Saddleback may immediately and without notice, suspend the delivery of Services and/or terminate this Agreement in the event that Customer (i) fails to provide a deposit or guarantee of payment, as required by this Agreement or (ii) fails to make payment when due; or (iii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; or (iv) commits a breach of any of the terms of this Agreement (other than a breach of the pre- payment or payment obligation as addressed in (i) and (ii) above) and fails to remedy such breach within thirty (30) days after receipt of written notice thereof. In the event of any termination of this Agreement, Customer shall pay Saddleback for all Services rendered through and including the date of termination. Customer understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with Saddleback and understands and agrees that such breach shall authorize Saddleback to immediately suspend performance under, and/or terminate, said agreements with Customer for default if such breach(es) have not been cured within the time provided for in this Agreement. The following describe various acts of omission and commission that constitute breach of Customer's obligations under this Agreement but is not an exhaustive list of such acts:

- Customer fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, including a payment or security obligation, and such failure or violation is not cured within thirty (30) calendar days [24 hours for a payment or security default] following receipt of a default notice (which may be in electronic form, such as email) from

Saddleback, then the Saddleback shall have the right to terminate this Agreement upon written notice to Customer; or

- Customer fails to maintain the licenses, approvals or other authorizations required for the proper conduct of its business or uses the Services for any unlawful, unauthorized or fraudulent purpose or in any materially abnormal manner; or
- Customer fails to activate Services by passing minutes of use within thirty (30) calendar days after notification by Saddleback that Services are available for activation (testing and turn-up of Services); or
- Customer resells any Services or becomes a reseller of any Services provided under this Agreement; or
- Customer ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or admits in writing to its inability to pay its debts as they become due; or
- Customer is adjudicated bankrupt or insolvent; or
- Customer files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future voluntary petition in bankruptcy, is adjudicated bankrupt pursuant to a statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; or
- Customer consents or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or it or its shareholders shall take any action looking to its dissolution or liquidation; or
- Customer fails to comply with applicable law or regulation and Customer's non-compliance prevents Saddleback's performance under the Agreement.

HIPAA: By providing services, Saddleback does not require or intend to access customer data including any confidential health related information of Customer's clients, which may include data that constitutes Protected Health Information ("PHI"). To the extent that any exposure to PHI is incidental to Saddleback's provisioning of services and not meant for the purposes of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii) of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules").

Changes to Tariff, Local Terms of Service or AUP: Saddleback may amend, change or withdraw the Tariff, Local Terms and Conditions or AUP, with such updated Tariff, Local Terms of Service or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

Entire Agreement: This Agreement, including all referenced documents, links and related orders or agreements, constitutes the entire Agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements.

Last Updated: August 31, 2020.