

Altaworx

Subscriber Agreement for Services through Altaworx

This Altaworx, LLC (“Altaworx”) Subscriber Agreement becomes part of the Wabash Communications, Inc. (“Wabash”) Service Agreement when Altaworx is listed as the Carrier of Record on Schedule A to Wabash’s Service Agreement.

1. **TERMS AND CONDITIONS.** The Customer acknowledges some or all of the Products and Services are provided by Altaworx. Altaworx’ Customer Service Agreement, available at <https://www.altaworx.com/master-service-agreement/>, along with Altaworx’ Acceptable Use Policy and other policies applicable to the Products and Services from time to time, available at <https://www.altaworx.com/master-service-agreement/> (collectively, the “Altaworx Customer Agreement”) will be deemed a part of this Agreement. By utilizing the services of this Agreement, you hereby acknowledge you have read and accepted the Altaworx Customer Agreement and agree to be bound by same. This Agreement only applies to Altaworx provided services and Customer is subject to the Company’s Terms and Conditions and Service Agreements.

2. EMERGENCY SERVICES AND E911 DIALING

(a) By activating and paying for the Services, You acknowledge and agree to the limitations of 911 dialing service, and You understand the distinctions between such service and traditional 911 or E911 calls. By accepting the Services, You acknowledge, represent and warrant You have read and understood, and agree to, the limitations, terms and conditions applicable to 911 services below, in the Altaworx Customer Agreement, and in the Altaworx Emergency Services Disclosure.

(b) Without limiting the Altaworx Customer Agreement or the Altaworx Emergency Disclosure, You acknowledge that:

(i) Services outages, suspensions or disconnections of Your broadband Services will prevent all Services, including 911 dialing, from functioning.

(ii) Services outages due to disconnection of Your account will prevent all Services, including 911 dialing, from functioning.

(iii) Other third-party transport providers may intentionally or inadvertently block the ports over which the Services are provided or otherwise impede the usage of the Services. In that event, provided that You alert Wabash to this situation, it will attempt to work with You to resolve the issue; however, neither Wabash nor Altaworx shall be responsible for resolving blocking issues or other acts or omissions of third-party transport providers or be liable for any failure to resolve such issues. During the period the ports are being blocked or Your Services are impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, Your Services, including the 911 dialing feature, may not function. You acknowledge Wabash is not responsible for the blocking of ports or any other impediment to Your usage of the Services, and any loss of Services, including 911 dialing, which may result. In the event You lose Services as a result of blocking of ports or any other impediment to Your usage of the Services, You will continue to be responsible for payment of the Services charges unless and until You disconnect the Services in accordance with this Agreement.

(iv) There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Services as compared to traditional 911 dialing over traditional public telephone networks. Neither Wabash nor Altaworx have any control over whether, or the manner in which, calls using 911 dialing Services are answered or addressed by any local or national emergency response center.

(v) NEITHER WABASH, ALTAWORX, SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICES. Subscriber shall defend, indemnify, and hold harmless Wabash, Altaworx, suppliers, their officers, directors, employees, affiliates and agents

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and any other services provider who furnishes services to Subscriber in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, You or any third party relating to the absence, failure or outage of the Services, including 911 dialing, incorrectly routed 911 dialing calls, and/or the inability of any user of the Services to be able to use 911 dialing or access emergency Services personnel.

(c) Upon placement of Your order, You will provide Wabash with the physical location at which each device associated with the Service will be located. 911 service does not work if You fail to register or update the 911 service with Your current location. 911 service will not work if there is an electrical or Internet service outage due to any cause. 911 service will not work if Your Service has been cancelled by You or terminated by Altaworx or Wabash. You agree to indemnify Altaworx and Wabash for any failure in the 911 service.

(d) You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where You utilize the Services and/or Products of the important differences in and limitations of Your phone Services as compared with basic 911 or E911. The documentation that accompanies Your device, if acquired through Wabash or Altaworx, may include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is Your responsibility, in accordance with the instructions that accompany each device, to place any 911 Sticker provided on or as near as possible to each phone or device that You use with the Services.

(e) Confirmation of Activation Required. Your 911 dialing feature will not be activated for any phone line that You are using with our Services, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM WABASH CONFIRMING THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

(f) If You are not comfortable with the limitations of the 911 dialing Services, You should consider having an alternate means of accessing traditional 911 or E911 Services or disconnecting the Services.

3. ORDERS AND PAYMENT

(a) All orders for Products or Services will be placed with Wabash. Wabash will process Your order in cooperation with Altaworx, and provide You with a quote detailing the prices, service rates, installation charges and estimated dates, and other pertinent information (the "Quote"). You will be required to sign or accept the Quote prior to the commencement of the Service or shipment of any Products.

(b) If requested by Wabash, You will complete a credit application. Wabash may request a credit application from You concurrently with this Agreement, upon the placement of a service order, or at any time during the term of this Agreement. Based upon Your credit and/or payment history, You may be required to pay a deposit prior to the commencement of Service or for the continuation of Service. You hereby grant Wabash approval to share any information contained in the credit application/report with Altaworx.

(c) All payments will be made by You directly to Wabash Communications powered by Altaworx and the invoices sent to You at the address in Your initial service order.

4. **CUSTOMER INFORMATION.** You acknowledge that, in order to provide the Products and Services, Wabash and Altaworx must share with each other information regarding You and Your account, including without limitation names, phone numbers, physical and email addresses, the types and quantities of Products and Services ordered, usage data, credit or other financial information, payment history, and other information which may not be generally publicly known, including customer proprietary network information ("CPNI"). By entering into this Agreement, You agree to the sharing of Your information between Wabash and Altaworx in order to provide You with the Products and Services, and to perform and enforce our respective agreements with You. You further agree that Wabash may disclose or use Your information in our

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possession as required or permitted by applicable law or as ordered by any court, regulatory body or law enforcement agency.

5. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, WABASH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRODUCTS OR SERVICES, THE TECHNICAL SUPPORT SERVICES, OR ANY OTHER GOODS, SERVICES, HARDWARE, SOFTWARE OR MATERIALS PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT. WABASH EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.