

STRADA TERMS AND CONDITIONS

Strada Communications, LLC (“Strada” or “we”) provides services (the “Services”) to customers (“Customer” or “you”) that are subject to the following Terms and Conditions (the “Terms” or “Agreement”). By creating an account on this website with Strada or by using the Services, you affirmatively agree that you have reviewed and accepted the terms of this Agreement. These Terms represent a binding legal commitment between you and Strada. Continued use of the site constitutes the affirmative agreement to these Terms and Conditions.

OUR RIGHT TO CHANGE THE TERMS AND CONDITIONS & YOUR RELATED RIGHTS

Strada reserves the right to change the Terms and Conditions under which the Strada sites and Services are offered, including but not limited to the charges associated with the use of the Strada sites and Services. Other changes can include but are not limited to the following: (1) how we calculate charges and apply any given discounts; (2) how we provide service coverage; (3) how we utilize technology to provide you Service; (4) and Cost Recovery Fees. In response to the Terms and Conditions changes, you have the right to terminate Service(s). Any access fees or charges arising from your continued use of our Services after the effective date of change are your sole responsibility. You agree to indemnify and hold harmless Strada, its officers, employees and affiliates for losses or third-party claims arising from Customer’s use of the Services. Continued use of Strada Services after Terms have changed constitute agreement to the Terms.

ELECTRONIC COMMUNICATIONS

By visiting Strada’s website, customer portal(s), or by sending email to us, you agree to send and receive communications with us electronically. We will communicate with you by email or by posting notices on this site or in the customer portal. You agree that all agreements, notices, disclosures,

and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

YOUR ACCOUNT

To use Strada's Services, you must create an account on this website. When creating an account, you must provide accurate and complete information about yourself as requested during the account creation process. Strada reserves the right to terminate, without notice, accounts with inaccurate, fraudulent, or incomplete customer information. You must also maintain that information after you create your account, so it remains complete and accurate. You will have the ability to create other accounts and sub-accounts. By creating additional accounts or sub-accounts on this website, you confirm acceptance, understanding, and agreement of these Terms for anyone using Strada's Services under those accounts. You are solely responsible and agree to pay for all use (whether authorized or unauthorized) of our Services under your account(s) and subaccount(s). You are also solely responsible for all use and for all acts and omissions of users or third parties that have access to your Services. You agree to take all reasonable precautions to prevent unauthorized access to or use of our Services and will notify us promptly of any unauthorized access or use. You agree to indemnify and hold harmless Strada, its officers, employees and affiliates for losses, third-party claims or fraud arising from the use of the Services by users or third parties that have access to your Services. We will not be liable for any loss or damage arising from unauthorized use of your account.

PAYMENT TERMS

For Strada prepaid Services, your account will be charged as Services are used throughout the month. A positive balance must be kept on your account to keep your products and Services active. Minimum incremental payment is \$25. Strada provides the option to auto-fill your Account a defined incremental payment with an approved payment method to maintain a positive Account

balance. If your service is suspended for negative balance, you will be required to make a payment higher than the negative balance to reactive Services. Minimum balance required to reactivate an account is \$25. You agree to pay all charges that your accounts, sub-accounts, or end users accessing your Services (Users) incur while using Strada's service, including any and all applicable taxes and fees. Strada will provide automated notifications for Account balances and transactions, but it is always your responsibility to manage your Account balance to keep your products and Services active. Prepaid debit cards are not accepted as a form of payment. Any account less than thirty days old will need to contact Strada Support to order new Toll-Free numbers.

For Strada postpaid Services, you shall pay all invoices within thirty (30) days of the invoice date. Any undisputed charges not timely paid in full shall be assessed a late fee in the amount 1.5% of the unpaid balance per month or the maximum lawful rate. For past due amounts, Strada may, after giving you five (5) days' notice, suspend all Services until you have paid your balance in full or terminate this Agreement at Strada's sole discretion. To provide postpaid Services, Strada may from time to time, at its sole discretion, review your creditworthiness. Strada may require a security deposit prior to postpaid Services being made available for use and may limit the aggregate charges or usage allowed in a given period. Any amount(s) shall be later applied to the account balance upon disconnect of Services.

If Strada receives a "chargeback" or payment reversal request from your bank/credit card company or Pay Pal for a payment that was made on your account, your ability to use that method for future payments will be suspended. Any payment(s) that receives a chargeback request will be immediately deducted from your account balance. All chargebacks issued to the account will incur a \$25 handling fee per incident.

Taxes. All Service Fees and other charges are exclusive of any taxes, surcharges, public utility fees and regulatory fees (including, without limitation, Universal Service Fees and E911 taxes). You are responsible for taxes and fees billed by Strada. Taxes and regulatory fees may increase during the

Term, and you will pay such increased fees commencing with the next monthly bill. Should you claim an exemption of any taxes or regulatory fees, you must provide official documented and certified proof of such exemption. Any relief from taxes or regulatory fees will begin upon receipt of exemption. In no event will Strada be liable for any taxes due by your accounts, sub-accounts, or your Users, and you agree to defend, indemnify, and hold harmless Strada against third party claims against Strada alleging nonpayment of taxes or fees.

Cost Recovery Fee. Strada charges a Cost Recovery Fee as a percentage of monthly billed services. A Cost Recovery Fee allows Strada to offset expenses and management costs incurred by Strada such as state and federal regulatory fees and business licenses.

DISPUTED CHARGES

If you dispute any charges in good faith, you shall submit to Strada within ten (10) calendar days following the posting of such disputed charges, the written documentation identifying the disputed charged amounts. Strada shall investigate the disputed charges and upon a finding in favor of customer, Strada shall issue a credit against future charges. Failure to dispute a charge in writing within fifteen (15) days of the posting of that charge will create an irrefutable presumption of the correctness of the charge, absent manifest error. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users. All decisions concerning disputes are subject to Strada's sole discretion.

OUR RIGHT TO SUSPEND OR TERMINATE SERVICES

At any time, and for any reason, we may terminate these Terms and Conditions and all Service(s) upon written notice to you. Further, we may immediately suspend or terminate any Service(s) with or without notice for the following reason(s) that warrant such action: (1) if you breach the Strada Terms and Conditions; (2) if you fail to respond to a law enforcement request or other government

order; (3) if you use Services to violate any state or federal laws or laws of any other competent jurisdiction in any manner; (4) you fail to comply with the Payment section of the Terms and Conditions; or (5) you violate the Strada Acceptable Use Policy (“AUP”).

REFUND POLICY

We offer full refunds on remaining pre-paid balance upon request for all payments made within 30 days. We do not offer refunds for monthly subscriptions such as Telephone Numbers, Toll Free numbers, 911 registration, etc. There will be no refunds for one-time/setup fees or for custom vanity toll free number request fees. We may offer refunds (minus shipping) for hardware devices returned within 30- days of purchase (from Strada) if the hardware has been identified to be defective by our support department. Refunds for hardware devices will only be issued once the defective device has been returned (in good condition) back to Strada. You are responsible for all shipping charges related to the return of the defective device back to Strada.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All content of the Strada or any affiliated websites such as text, graphics, logos, button icons, images, data compilations and software, is the property of Strada and is protected by intellectual property laws. Except where allowed by law, you may not attempt to reverse engineer, decompile, recreate source code, or create derivative works of any software used in providing Strada Services. You agree to indemnify and hold harmless Strada, its officers, employees and affiliates against third-party claims alleging that you, your employees, officers, affiliates users or end users use the Services in a way that violates a third party’s intellectual property right.

“Confidential Information” means any business or technical information disclosed by one Party to the other Party that: (1) if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure; (2) under the circumstances, a person exercising reasonable business judgment would

understand to be confidential or proprietary. "Confidential Information" does not include any information which: (1) is publicly available through no fault of receiving Party; (2) was rightfully known to receiving party prior to disclosure; (3) is independently developed by the receiving Party without use of or reference to the disclosing party's Confidential Information. For clarity, Strada software and access-restricted customer portal capabilities constitute Confidential Information.

Each Party agrees it will not disclose Confidential Information to third parties without written consent of the other Party, except to those employees, vendors, or affiliated entities with a bona fide need to know and are legally bound to keep such information confidential consistent with this Agreement.

Either Party may disclose Confidential Information of the other Party as required by law.

LIMITS OF LIABILITY

STRADA SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE SERVICE(S) AT ANY TIME. IN NO EVENT SHALL STRADA, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS OR PROVIDERS WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE, PROFITS OR ANTICIPATED PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION TO THE USE OR INABILITY TO USE THE SERVICE. FURTHER, IN ANY EVENT, THE LIABILITY OF STRADA TO CUSTOMER FOR ANY REASON WHATSOEVER SHALL BE LIMITED TO A CREDIT IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR STRADA'S SERVICE FOR THE PERIOD OF TIME OF ANY EVENT OR OCCURRENCE THAT GIVES RISE TO THE CLAIM BY CUSTOMER. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR TORT AND ANY AND ALL OTHER LIABILITY AND APPLY WHETHER OR NOT STRADA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. Warranties. THE SERVICES

PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM(S) HEREUNDER ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. STRADA HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHERS ARISING BY STATUTE OR OTHERWISE IN LAW FROM COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.

LEGAL COMPLIANCE

In conjunction with this Agreement, each party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body.

JURISDICTION

Customer agrees to the exclusive jurisdiction of the state and federal courts of Hennepin County in the state of Minnesota in the United States of America for any and all disputes arising out of or relating to Strada’s Services of these Terms and Conditions or concerning the validity or enforceability of these Terms and Conditions.

PRIVACY POLICY

Strada is authorized to collect information from you in connection with your use of our Services. Generally, Strada is authorized to collect the personal information that we need to provide you with our Services. We do not collect your personal information for any other purpose without your consent. When you establish an account for Services, we collect information such as your name, address, and telephone number, as well as information used for billing, payment, and any other information we may need to establish and service your account. When you first order Services, and when you request any subsequent changes or updates to your Services, Strada may collect

information about the service options that you have chosen. Strada may also collect your personal information when you contact us: for example, if you ask for support or maintenance, have questions about your bill, send us e-mails, respond to our surveys or e-mails, engage in chat sessions with us, register for information, or participate in promotions or contests.

We make every reasonable effort to protect customer privacy. Nevertheless, we may be required by law to disclose personal information about a customer without his or her consent and without notice to comply with a valid legal process such as a subpoena, court order, or search warrant. We may also use or disclose personal information about you without your consent to enforce our rights in court or elsewhere, or directly with you, and for violations of the Service's terms of service and policies.

WE WILL ASSUME THAT YOU DISAPPROVE OUR SHARING OF THIS INFORMATION WITH THIRD PARTIES FOR MARKETING PURPOSES OR USE OF THIS INFORMATION IN MARKETING NONCOMMUNICATIONS SERVICES, UNLESS YOU CONTACT US AND PROVIDE WRITTEN APPROVAL. WE RETAIN THE RIGHT TO USE YOUR PERSONAL INFORMATION FOR INTERNAL BUSINESS PURPOSES OR WHERE REQUIRED BY LAW.

CPNI

You have the right under Federal Law, and we have a duty to protect the confidentiality of your Customer Proprietary Network Information ("CPNI"), which includes information about the telecommunications Services you use including: (1) the quantity; (2) type and location; (3) technical configuration; (4) and other subscriber information found on your bill. To further protect your information, we implement safeguards and contact authentication procedures in protecting your CPNI. Only authorized users that are listed on the account can communicate with Strada representatives and receive information regarding the account.

Value Added Resellers (“VAR”) or Agents who sell communications services may send invitations with an affiliate link to their End Users inviting them to sign up for Strada Services. Creating an Account from such an affiliate link represents a binding legal commitment to abide by Strada Terms and Conditions. Creating an Account from an affiliate link also provides the VAR or Agent the ability to manage Strada Services on your behalf, and by doing so you explicitly: (1) grant the referring Agent or VAR authorization to order Services on your behalf, (2) authorize the Agent or VAR to request information about your Strada Services or Billing Information, including but not limited to: call details records, service information, billing information, assigned telephone numbers, or other configuration details, some or all of which may be considered CPNI. You may revoke the VAR or Agent ability to manage your account and access CPNI by contacting Strada at info@stradacomm.com. Strada is committed to protecting the confidentiality of CPNI. Strada may, from time to time, have the opportunity to offer you products and services that will better meet your needs by using service-related information associated with the services you have already purchased from Strada. If you wish to restrict Strada’s use of your CPNI, please notify Strada, in writing, to restrict the use of your information.

ACCEPTABLE USE POLICY

Please send reports of activity in violation of these Terms & Conditions to info@stradacomm.com. Strada will reasonably investigate incidents involving such violations. Strada may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may create criminal and civil liability.

E911 TERMS & CONDITIONS

Definitions 911 = Emergency call service typically used for delivering emergency calls to a public safety access point.

PSAP = Public Safety Answering Point

VoIP = Voice over IP

DID = Direct Inward Dial aka 10-digit local telephone number

ECRC = Emergency Call Relay Center

Customer Obligations Concerning Emergency 911 Service Limitations. Due to FCC rulings and regulations, all customers who are using Strada Services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one telephone number (Enhanced DID) per location.

You agree to provide Strada with detailed address and contact information related to any location where you are utilizing Strada Services and may access 911 Emergency Services. You agree to continually update this information prior to implementing any moves, adds or changes to Strada Services or your service location. You acknowledge that failure to provide such information on a timely basis will severely impair Strada's ability to provide emergency 911 services. Failure to update location and contact information may result in 911 calls routing to the incorrect PSAP.

To ensure any E911 call is routed properly, you must set your outbound caller ID value to the specific 10- digit number (Enhanced DID) which includes 911 Service. This is how the Strada network identifies Your Emergency Response Location and determines PSAP routing.

A call routing to an ECRC due to you originating a call from a telephone number not supporting 911 service or failing to set the outbound caller ID value to the correct number, will result in a \$75 ECRC surcharge per E911 call.

Service Outages Due to Power Failure or Broadband/Internet Service Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply at your location, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure devices at your service location prior to utilizing the Service, including 911 Dialing. Service outage, suspension, or

disconnection of your Broadband or Internet Service will prevent all Services, including 911 dialing, from functioning.

Service Outages Due to Suspension or Disconnection of Broadband Service or ISP Service. Service outages or suspensions or disconnections of service by your broadband service provider or ISP will prevent all Services, including 911 Dialing, from functioning.

Strada shall have no responsibility or liability to you or any third party in connection with or for responding to emergency 911 or other emergency referral calls. You agree to indemnify and hold Strada harmless from and against any actions and/or liability arising out of Strada's provision of said Service.

Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

SIP TRUNKING SERVICES

Telephone Numbers. Strada provides support for two types of Telephone Numbers supported with SIP Trunking.

- Basic DID includes no features and does not support E911.
- Enhanced DID includes E911 and CNAM delivery.

You will not allow access to E911 Emergency Services unless such use conforms with, and you have consented to, Strada E911 Terms and Conditions.

Strada-Provided Telephone Numbers. Strada provides new Telephone Numbers in Offered Rate Centers via the Strada Portal. Strada retains ownership and is the customer of record for Strada provided Telephone Numbers used with our Services. Unless required by law, we reserve the right

to refuse porting of Strada provided Telephone Numbers at our sole discretion unless you have paid for the number in excess of 90 days.

Strada reserves the right to reclaim Strada provided Telephone Numbers that are underutilized or are associated with accounts that are suspended due to non-payment, suspected fraud, or abuse, 60 days after notice.

Ported Telephone Numbers. Strada can port-in existing Telephone Numbers registered to another carrier upon request. You represent and warrant you have all rights and authorizations required necessary for the porting and will provide necessary documentation before the port request will be processed.

If you change a requested service activation date such that Strada incurs charges from a donating carrier for Local Number Portability order change, cancellation, or snapback, Strada will charge you any fees or charges incurred because of your requested cancellation or change. If you port out a number in error, Strada will charge you any fees or charges incurred to retrieve or snapback the number from the winning carrier.

It is your responsibility to disconnect any Telephone Numbers in the Strada Portal that are not being used or have ported away from Strada. Failure to disconnect numbers from your account under these circumstances will result in continued monthly billing for those Services, which you agree to pay.

SIP TRUNKING

SIP Trunking Service is composed of unlimited elastic SIP Trunk sessions, Telephone Numbers, optional Features, and Usage plans associated with your account. Default call capacity is limited to 3 Calls Per Second ("CPS") per Account. For additional capacity, contact Strada Support.

Features are available for SIP Trunking Services and are configurable via the Strada Portal. Some features are available for additional charges as indicated on the Portal and will be charged to your account and appear on your invoice. It is your responsibility to disconnect any Features that are not in use. Failure to disconnect Features will result in continued monthly billing for those Features, which you agree to pay.

THIRD PARTY PRODUCT

Device Configuration. It is your responsibility to properly configure your servers and/or devices for use with Strada Services. Strada does not offer free technical assistance for third party devices which may include but not limited to PBX Servers/Switches, IP Phones, and ATA Adapters. Strada does offer professional services for configuration and setup assistance, please contact our office by emailing info@stradacomm.com or call 309.496.3737. You are solely responsible for charges arising from fraudulent usage or hacking of misconfigured devices. Please note that due to the overwhelming number of third-party devices on the market, professional service engagements are not guaranteed.

USAGE

Usage rate plans are published on Strada's Portal and include charges for local, domestic long distance, and toll-free calling and may be updated at our discretion. Any calls to Directory Assistance (411, 1-XXX-555-1212) including Toll Free Directory Assistance (1.800.555.1212) will incur an additional per call charge to route to our national Directory Assistance call center. You are responsible for any fees or surcharges imposed by payphone operators from inbound calling.

VOICE USAGE POLICY

Strada prohibits using the Service without prior written approval for high-volume autodialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation,

charitable or political solicitation or polling), fax or voicemail broadcasting, or unsolicited advertising, promotional announcements, or solicitations, routing a disproportionate volume or percentage of high cost voice traffic to Strada that exceeds reasonable business usage, or usage that violates federal, state, or local statutes, ordinances, regulations or orders. Caller ID “spoofing” i.e., placing calls to the Strada network with randomly generated 10-digit phone numbers, or any number not associated with your Account, set as the outbound caller ID is prohibited. You agree information you provide to the LIDB/CNAM database will not be misleading or inaccurate, and you agree to adhere to industry standards, laws, rules, and regulations relating to CNAM, including the Truth in Caller ID Act. We reserve the right to immediately disconnect or modify Service without opportunity for refund if we determine, in our sole and absolute discretion, that you have at any time used the Service or devices for any of the or similar unapproved activities.

RATE ADJUSTMENTS FOR SHORT DURATION AND INCOMPLETE CALLS

If 30% or more of your completed calls are equal to or less than 60 seconds in length (the “Short Duration Call Threshold”), or if more than 30% of your total call attempts do not complete during any given month per Account during any billing cycle (the “Incomplete Call Threshold”), then Strada may change your rates upon notice. Additionally, Strada may terminate your use of the Service and disconnect all relevant Services upon 30 days prior notice.

CALL RECORDING

Strada offers Call Recording as an add-on Feature. Notification and consent requirements for recording voice calls varies by state and jurisdiction. Some jurisdictions require consent to be obtained from all parties to record a call. Additional state and federal laws or industry specific guidelines and regulations may apply regarding the storage, security, and access to call detail records and the recorded media itself. Examples of such laws, guidelines, or regulations include but are not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Health

Information Technology for Economic and Clinical Health (HITECH) Act, and the Payment Card Industry Data Security Standard. You are solely responsible for complying with all state, federal, or industry specific guideline or regulations in any relevant jurisdiction when using Call Recording features. Strada is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of Call Recording features or the use of its products by you or your end users, whether legal or illegal, and you will indemnify and hold Strada harmless for any claims, damages, fines, or penalties arising out of your failure to adhere to applicable laws or regulations in any jurisdiction.

MESSAGING

Some Strada Services are Messaging enabled, providing for the exchange of Short Message Service (“SMS”) and Multimedia Message Service (“MMS”) messages with other networks via the Strada Messaging Gateway. Strada will provide to Customer, on a non-exclusive basis, the Service whereby Strada shall (a) transmit to destination networks directly, or indirectly through an intermediary, SMS or MMS messages successfully received by Strada from Customer and (b) transmit to Customer SMS or MMS messages Strada successfully receives directly from originating networks, or indirectly from an intermediary, and that is properly designated for Customer. Strada has no obligation hereunder to transmit any SMS or MMS message to or receive and transmit any SMS or MMS message from, any entity with which Strada does not have direct or indirect connectivity.

- Interconnection for the exchange of SMS and MMS is via API, or Strada-provided web interface.
- Strada will provide the Service with features, capabilities, options, and pricing defined in the customer portal or as described in applicable Addenda or Exhibits. Customer acknowledges and agrees that Customer and Customer end-users will adhere to Strada Messaging Terms and Conditions posted on the [Strada website](#) as well as the most recent CTIA P2P Guidelines for SMS and MMS Messaging.

- P2P messages are those sent between subscribers that are natural persons and were assigned unique telephone numbers that can be dialed. Further, P2P messages are where a human person performs an action to transmit a single message to one or a limited number of destination telephone numbers. Unless explicitly allowed in attached Addenda, Application to Person (“A2P”) use-cases are prohibited from this service.
- Customer may utilize Strada Messaging for Telephone Numbers associated with another North
- American Local Exchange Carriers with a Letter of Authorization (LOA)

APPLICATION PROGRAMMING INTERFACE (API) SERVICES

Strada provides API Services to Customers for the provision of Telephone Numbers and Voice Services, including the ability to add, modify, and delete Services. Customer must disconnect any Telephone Numbers or Services added or modified via API that are not being used or have ported away from Strada. Failure of a Customer to disconnect numbers from their account under these circumstances will result in continued monthly billing for those Services, which Customer agrees to pay. Services available via API may have monthly recurring charge and usage charge identified on the customer portal or detailed on attached Service Addenda or Exhibits. Unless specified otherwise, any API Service usage service minimum billing intervals will be 60 seconds initial interval, 60 seconds subsequent intervals.

ASSIGNMENT

You may not assign this Agreement to any third party without Strada’s prior written consent. Strada may assign this Agreement upon written notice to you.