

HFNVoice Digital Service Subscriber Agreement

This agreement (“Agreement”) is between Community Fiber Networks, LLC dba Highlands Fiber Network (herein “HFN”) and the Customer identified in the Account Information (the “Customer”) in connection with the Customer’s purchase of HFN’s residential voice services, along with any related other services provided by HFN (collectively, the “Service”).

Acceptance of These Terms of Service

The Customer signifies its irrevocable acceptance of the terms of service in this Agreement (the “Terms of Service”) upon the earlier of: (i) clicking on the “Submit Order” button during the online order process; (ii) by using the Service; or (iii) activating Customer’s account. If the Customer does not agree to be bound by these Terms of Service, then Customer should not take any of the foregoing actions described in (i) through (iii), and Customer should not use the Service. Customer is not authorized to use the Service without agreeing to be bound by these Terms of Service. Customer is responsible for ensuring that all use of the Service is in accordance with these Terms. Customer shall ensure that anyone who uses the Service abides by the Terms of Service. Customer shall indemnify and hold HFN harmless for any violation of these Terms of Service by any person using the Service provided to Customer, with or without Customer’s consent or knowledge.

Modification of Terms of Service, Plan Information, Fees and Charges

HFN reserves the right to revise the Terms of Service and its service plans and/or its fees and charges at any time upon providing 30 days notice to its users, and the Customer’s continued use of the Service shall be deemed irrevocable acceptance of those revisions. HFN may also impose limits on certain features or restrict the Customer’s access to all or portions of the Service without notice or liability. The Customer’s continued use of the Service shall constitute acceptance to be bound by the terms and conditions of the revised Agreement.

General Terms

Use of the Service is also subject to the Terms of Service Agreement for your HFN broadband connection. A copy of these terms can be found at highlandsfibernetwork.com/terms. Nonpayment of your HFNVoice billings will constitute a nonpayment of your HFN internet service account and entitle HFN to suspend or terminate your internet service as well as your HFNVoice Service.

911 Service Terms

In addition to other terms and conditions herein applicable to 911 Service, the following terms and conditions are specifically applicable to Customers.

Special Notice For Subscribers: Limitations Of The Service

1. **Limitations.** HFNVoice includes 911/Enhanced 911 functionality (“911/E911”) that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. **CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICE. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL 425-427-0999.**
 - i. **Correct Address:** In order for your 911/E911 calls to be properly directed to emergency services, HFN must have your correct Premises address. If you move the Service to a different address without HFN’s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or HFNVoice (including 911/E911)

may fail altogether. Therefore, you must call 425-427-0999 before you move the Service to a new address. HFN will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require HFN's prior approval.

- ii. Service Interruptions: The Service uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the telephone gateway device is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- iii. Suspension and Termination by HFN: You understand and acknowledge that all HFN Service, including 911/E911, as well as all online features of HFNVoice, where we make these features available, will be disabled if your account is suspended or terminated.

2. Limitation of Liability and Indemnification. YOU ACKNOWLEDGE AND AGREE THAT HFN WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HFN AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E911.

Customer Information

HFN and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other information that is stored on HFN's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

Customer's Account Information

The Account Information is provided by the Customer during the sign up process and may be later updated by the Customer by logging into the Customer's account and going to "Account Information". The Customer is responsible for safekeeping of the Customer's login name, password and other information. The Customer is solely responsible for all information entered into and set forth in the Account Information, even if such information was provided by unauthorized persons. The Customer must notify HFN immediately if the Customer has reason to know or believes that the Customer's Account Information, login or password has been compromised or accessed by unauthorized persons.

The Service

Term

This Agreement begins on the date that the Customer accepts these Terms of Service and this Agreement will continue on a month to month basis (the "Term"). The Term automatically renews for another month, unless and until notice is given by HFN or the Customer cancels service by submitting a cancel request to customer support via hfnbilling@hfnservices.com, or by calling 425-427-0999.

Billed in Full Months

The Service is billed in full months and during each month, all normal charges will apply. The Customer is obligated to pay for a full month's Service, even if notice of non-renewal is given by the Customer at the beginning of the month.

Residential Service Plans

Residential Service Plans are provided for the Customer's residential use and for no other use. Residential Service Plans may not be used for commercial or other non-residential purposes. If HFN determines that a Residential Service is being used for any commercial or other non-residential use, then HFN may, in its sole discretion: (i) terminate the Service; (ii) determine that the Customer did not qualify for Residential Services and upgrade the Customer to an appropriate plan

based on the Customer's use and retroactively adjust the amounts the Customer was charged to reflect the revised plan; and/or (iii) maintain the Residential Service Plan but additionally charge the Customer's excessive usage based on then current rates charged by HFN. HFN may make such determination based on the Customer's usage patterns and other criteria determined by HFN to differentiate between residential use and commercial or other non-residential use and the Customer shall pay the charges for the new business plan, even if the Customer did not have access to the full feature set of said plan. Without limiting the foregoing, any monthly usage that is more than five times the average monthly usage of a HFNVoice Customer shall be considered to be commercial or other non-residential use subject to the terms of this provision.

Business/Commercial Services

For business or commercial service, contact HFN customer service at 425-427-0999, or by submitting a request for more information to service-request@hfnservices.com.

Change in Service: New Features

If the Customer requests additional Services or features, then the Customer may do so by going to www.highlandsfibernet.com/updateplan. HFN will pro-rate the additional charges from the date of activation for the balance of the billing period.

Charges, Payments, and Taxes

General Terms: Billing Policies

General billing policies for the Service are described in detail in Attachment B to the Terms of Service Agreement at highlandsfibernet.com/terms. All HFN services go into suspension if a subscriber has not paid for all services in full within 30 days of the due date which is the billing date. If the subscriber is part of the Highlands covenant they will continue to be billed the HFN covenant fees. If the subscriber has HFNVoice it will not continue to bill and will be terminated at 40 days past due. This means that if a bill is left past due for more than 40 days the phone number(s) you have associated with your HFNVoice account could be permanently lost as HFN will not continue to pay for a number on a delinquent account.

Charges

HFN's fees and charges are set forth on the HFN website (www.highlandsfibernet.com). HFN's fees and charges may be changed by HFN from time to time, as described above. The Customer will be billed for Services, installation fees, taxes and other reoccurring charges, in advance, however usage charges, termination charges and other charges may be billed in arrears, as HFN shall determine. HFN reserves the right to charge the customer's selected automatic payment method anytime the customer's usage charges exceed fifty dollars (\$50 USD). Payment for the Service must be made through an automatic payment option, specifically ACH or Credit Card. Customers who are currently paying by check, or any other manual method will need to provide an ACH account or Credit Card number for automatic payment processing. For telephone services, you acknowledge that normal billing rates will apply during the time you have an operating temporary phone number and are waiting for your former phone number to be transferred to your HFNVoice account.

Statement of Charges

HFN will post all its charges to the Customer's account maintained on HFN's website, (www.highlandsfibernet.com), from time to time. It is the Customer's duty and responsibility to review the Customer's account from time to time and to verify that all charges to the Customer's account are accurate and correct. The Customer agrees that all charges are due upon posting to the Customer's account. Usage charges are billed in increments that are rounded up to the nearest minute, unless indicated otherwise in HFN's rate schedules.

If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls).

Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated

answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges HFN, its affiliates, or suppliers as if your call were answered by the called party, HFN will charge you for a completed call.

Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Consult the Service pricing information for information on per-call charges and the timing of measured-call charges.

You understand and agree that our paper bills for the Service contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of the HFN website. You may call 425-427-0999 for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records except as otherwise required by applicable law.

HFN reserves the right to limit or block any usage of the Service as HFN deems necessary to prevent harm to its network, fraud, or other abuse of the Services.

You understand and acknowledge that you will not be able to use the Service under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating or (ii) if normal electrical power to the home networking portal is interrupted and the portal does not have a functioning battery backup. You also understand and acknowledge that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, the Service will not function until normal power is restored. You also understand and acknowledge that you will not be able to use online features of the Service, where we make those features available, under certain circumstances including but not limited to the interruption of your Internet connection.

Taxes

The Customer will pay all applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, tariffs, access fees or other fees or charges now in force or enacted in the future, that arise from or as a result of, the Service (collectively, "Taxes"). Taxes are in addition to charges for Services and Taxes are due for any period of time while the Term is or was in effect, even if HFN fails to accurately or correctly bill the Customer. If the Customer claims to be exempt from payment of any Taxes, the Customer must provide HFN with proof of such exemption acceptable to HFN and HFN will continue to collect Taxes from the Customer until such exemption is established to HFN's satisfaction.

Charges for Directory Assistance, 411

The Customer will pay the amount set forth on the HFN website (www.highlandsfibernet.com) for each call made to directory assistance.

Termination, Suspension or Discontinuance of Service

Termination

HFN reserves the right to terminate or discontinue the Service at any time, for any reason or for no reason, in HFN's sole and absolute discretion. If HFN discontinues or terminates the Service without fault of the Customer, the Customer will only be responsible for usage charges accrued while the Service was in effect and the Customer will be entitled to a credit for the unused portion of the final month's charges. If HFN terminates the Service due to the Customer's breach of any provision of this Agreement, then the Customer will pay all usage charges and applicable termination fees and will not be entitled to a credit for the unused portion of the final month's charges.

Suspension of Service

HFN reserves the right to suspend the Service, in whole or in part, including any features, at any time in HFN's sole and absolute discretion. If HFN determines that the suspension of the Service is without fault of the Customer, then the

Customer will receive a credit of the monthly charges for each day the Service was not in effect.

License to the Customer

HFN hereby grants the Customer a non-exclusive license to the IP for the sole purpose of the Customer's use of the Service, and for no other purpose (the "License"). "IP" means any software or other intellectual property that is provided by HFN or used by the Customer in connection with the Service, including IP located on HFN's website (www.highlandsfibernet.com) for viewing or download, along with all documentation, guides or other information or materials used in connection with the Services. All IP is the sole and exclusive property of HFN or its contractors or partners. The License is valid only during the Term and will automatically terminate upon the expiration or termination of the Term or the termination or discontinuance of the Service for any reason. The Customer acknowledges and agrees that the IP is the sole and exclusive property of HFN or its contractors or partners and that nothing herein conveys any interest in the IP to the Customer, except the foregoing grant of the License. This paragraph shall survive expiration or termination of the Agreement.

Number Transfer on Service Termination

Upon a termination of the Service and timely payment of all charges then due, HFN may release or transfer the terminated Service's telephone number to the Customer's new service provider, in HFN's sole and absolute discretion, if HFN is notified in writing by the Customer of such requested transfer and all necessary information and consents are provided to HFN:

- the new service provider is able to accept such number;
- the Customer making the request was not in breach of this Agreement at any time during the Term; and,
- the requested number to be transferred was not part of a block of numbers, as determined by HFN.

We cannot cancel a port in progress at all.

Trademarks and Service Marks

The Customer acknowledges and agrees that the Marks are the sole and exclusive property of HFN and that nothing herein conveys any interest in the Marks to the Customer, and the Customer may not use or display the Marks. The License does not include the right to use Marks. "Marks" shall mean all or any of HFN's trade name, logo, trademark, service mark, symbol, code or specification or any abbreviation, contraction, or simulation thereof. This Agreement is not a trademark or service-mark license and does not create a franchise. This paragraph shall survive expiration or termination of the Agreement.

Lawful Purposes Only

You may not use the Service in any way that is illegal, improper or inappropriate, as solely determined by HFN.

Service Is Not Telecommunications

The Service is an enhancement to the Customer's broadband service and this Service should not be the Customer's primary means of communications. The Service is not a "telecommunications service". While HFN may use commercially reasonable efforts to provide the Service, no representation or warranty is made to the Customer that this Service will be available on any regular or reliable basis. Since this Service is not a telecommunications service, it is not subject to certain regulatory provisions which may limit or reduce the Customer's remedies. The Customer is responsible to consider the lack of regulation and other assurances before accepting the Service and the terms of this Agreement.

No Operator Assisted Calling; May Not Support x11 Calling

The Service does not provide operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls) or other features that are initiated using the "O" key. In addition, the Service may or may not support 311, 511 and/or other x11 services in one or more (or all) service areas. 911 Services are limited, as described above.

No Directory Listing

Telephone numbers assigned to the Customer by HFN will not be listed in any telephone directories and may not be listed in a reverse directory. If the Customer transfers a number from another telephone company, then that telephone number may or may not be listed in the previous telephone directory. As a result, merchants, banks, creditors, lenders or other parties may not be able to verify Customer's address.

Service Not Suitable for Security Systems or Other Critical Uses

It is the Customer's duty to determine whether or not the Service is interoperable with any security systems, medical alert or other critical systems connected to it. HFN does not recommend use of the Service for security or other critical systems and HFN strongly recommends that the Customer maintain a "land-line" for use with any equipment that is used with security systems because the Service may fail and cause loss of property or bodily injury when used in connection with a security system. If the Customer should determine that the Service will be used with such systems, then the Customer assumes all risk of loss if the Service should fail to perform at any time, the Customer explicitly accepts the Service in its "as-is" condition, with no representations or warranties by HFN of any kind that the Service is suitable for any particular purpose.

No Warranties

The Service is provided "as is", with no warranties whatsoever; HFN does not, either expressed, implied or statutory, make any warranties, claims or representations with respect to the Service, including, without limitation, there are no warranties of quality, performance, non-infringement, merchantability, or fitness for use or a particular purpose or any other warranties whatsoever. HFN further does not represent or warrant that the Service will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without loss of quality, nor does HFN warrant any connection to or transmission from the internet, or any quality of calls made through the Service.

Specific Disclaimer of Liability for Emergency Services

Although HFN attempts to provide the 911 Services described in the 911 Service Terms, HFN does not provide PSAP (Public Safety Answering Point) or any emergency services under any circumstances. Neither HFN nor its officers or employees may be held liable for any claim, damage, or loss that results from the Customer's use of the Services or any failure of the Services to perform. The Customer hereby waives any and all such claims or causes of action, arising from or relating to the use of Services to contact emergency services personnel. The Customer shall defend, indemnify, and hold harmless HFN, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the Customer in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, the Customer or any third party relating to the absence, failure or outage of the Service provided hereunder, including specifically any claims arising out of the failure of HFN to offer emergency services.

All at Customer's Own Risk

The Customer acknowledges and agrees that the entire risk arising out of the use or performance of HFN software and the Service remains with the Customer, to the maximum extent permitted by law.

Limitations

Some jurisdictions do not allow some of the exclusions or limitations as set forth in this Agreement, so some of these exclusions may not apply to you.

Limitation of 911 Service Liability

HFN will not be liable for any delay or failure to provide the Service, including 911 Service, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- an act or omission of an underlying carrier, service provider, vendor or other third party;

- any equipment, network or facility failure, upgrade, modification, shortage or relocation;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- service, equipment, network or facility failure caused by the loss of electrical power;
- any act or omission by the Customer or any person using the Service; or
- any other cause that is beyond HFN's control, including, without limitation, a failure of or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Service) to be connected or completed, or forwarded or the failure of emergency personnel to provide emergency services in a timely fashion.

Limitation of Damages

Under no circumstances shall HFN's aggregate liability to Customer under this Agreement exceed the Service charges for the 12 months immediately preceding the event giving rise to the Customer's claim.

Disclaimer of Liability for Damages

In no event will HFN, its officers, directors, employees, affiliates or agents or any other service provider who furnishes portions of the services to Customer (or those using the Service with or without the permission of Customer) in connection with the Service be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Service, including inability to access emergency service personnel through the 911 service or to obtain emergency help. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not HFN was informed of the likelihood of any particular type of damages.

Indemnification

The Customer shall defend, indemnify, and hold harmless HFN, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the Customer in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, Customer or any third party or user of the Service (with or without permission of the Customer), relating to the Services, including, without limitation, the 911 Service.

Survival of Certain Provisions

Notwithstanding the expiration or termination of this Agreement, and except for the Customer's obligation to pay charges for the Services during the Term, the remainder of this Agreement shall survive the termination or expiration of the Term.

Governing Law & Venue

This Agreement and the relationship between the Customer and HFN is governed solely by the substantive laws of the State of Washington. The Customer and HFN irrevocably consent to submit to the laws of a court of competent jurisdiction located in King County, WA. The parties agree to submit to the personal and exclusive jurisdiction of the courts located in King County, WA and they irrevocably waive any objection as to venue or inconvenient forum.

No Jury Trial

The parties hereby waive any right to have any claim tried in a jury trial and all such claims shall be tried in front of a judge with competent jurisdiction.

Claims Barred After One Year

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service must be filed within one year after such claim or cause of action arose or be forever barred.

Assignment

The Customer may not assign this Agreement or any rights hereunder. HFN may assign this Agreement or any rights hereunder at any time to any party, as HFN shall determine in its sole discretion and without giving prior notice.

No Waiver

The failure of HFN at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by HFN.

Entire Agreement

The terms and conditions of this Agreement constitute the entire agreement between the Customer and HFN with respect to the subject matter hereof and this Agreement will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. Any amendments or modifications or waivers to this Agreement must be in writing or will be without any effect.

Severability

If any part of this Agreement is declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

Privacy Not Ensured

As a “voice over the internet protocol” service, the Service utilizes, in whole or in part, the public internet, other backbone service providers, third party routers and networks, as well as other parties and equipment. As such, HFN is not able to assure the Customer of any level of privacy when using the Service and the Customer should not have any expectation of privacy when using the Service. HFN is not liable for any lack of privacy which may be experienced with regard to the Service.

Communication with Customer

HFN will use the email address of Customer for notification of billing actions, service requests, support, and relationship messages. Customer is responsible for ensuring the email address with HFN is available for receipt of electronic messages. Relationship messages (such as newsletters) will be sent either to the email address or physical address of Customer. Customer can request to “opt out” of relationship messages.

Service Calls

If we dispatch a technician at your request to your physical location, you will be billed for the visit at HFN's standard rate; however, if HFN determines that the problem was not due to matters you are responsible for, then HFN will normally waive the charges. If a technician from a circuit service partner of HFN is dispatched to your business location, you will be billed for the visit at the same amount, if any, that HFN is billed by the 3rd party service partner for the service call. You will be credited back for some or all of the service call charges if the service partner agrees the problem was not your responsibility and credits HFN back.

FCC Opt-Out Plan for (Customer Proprietary Network Information) CPNI

Your Customer Proprietary Network Information Rights

In the normal course of providing your telephone service, HFN, Inc. maintains certain information about your account. This information, when matched to your name, address and calling or originating billing telephone number, is known as your customer specific “Customer Proprietary Network information,” or CPNI for short. Examples include the type of line you have, service features like Touch tone and Caller ID, class of service, telephone charges, long-distance and local service billing records, directory assistance charges, and historical call records and patterns. CPNI does not include things like customer name, address, or telephone number; aggregate information or data that is not specific to a single customer;

customer premises equipment; and Internet access service. Under federal law, HFN has a duty to protect your CPNI from unauthorized access or disclosure.

Currently, HFN, Inc. does not utilize CPNI to market additional services, nor do we sell customer information to any third party. However, the Federal Communications Commission has adopted rules stating that HFN, Inc. may not use your CPNI to market certain telecommunications related services or features to you if you have requested that the CPNI be considered “restricted/opt-out” for this purpose. If you wish to have your CPNI “restricted/opt-out,” call the HFN, Inc. office at (425) 427-0999 during our normal business hours. Tell us that you wish to restrict our use of your customer information. The restriction will remain in effect until you notify us otherwise. Please note that restricting your CPNI will not eliminate all of our marketing contacts with you. You could still receive marketing contacts from us that are not based on your CPNI. Also, we are permitted to use your CPNI to contact you about additional local telephone and other services when we already provide you that same type service. Finally, even if your CPNI is restricted, we may still use it to market any other telecommunications services or features with your permission if you contact us and ask about them. If you choose not to “restrict/opt-out” then HFN is presumed to have permission, 30-days after you receive this notification, to use CPNI to market services until such time as you withdraw that permission. You may withdraw your permission at any time by contacting HFN at (425) 605-5700.