

MontanaSky Networks

Voice, VoIP, & SIP Services Terms of Service



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Introduction

This document reviews the MontanaSky Networks SIP usage and VoIP usage Terms of Services. All customers utilizing MontanaSky voice solutions agree to these Terms of Services upon signing up for service and agreeing to porting numbers. All customers who continue to or actively use MontanaSky Network voice solutions continuously agree to these Terms of Service.

These Terms of Service for MontanaSky Networks, Inc. (this "Agreement") is a legal agreement between you (either an individual or an entity that you are representing, hereinafter "you") and MontanaSky Networks, Inc. and its suppliers and licensors (collectively "MontanaSky Networks") for the MontanaSky Voice Services ("Services"). Your use of the Services constitutes your agreement to the terms of this Agreement and you acknowledge that MontanaSky Networks would not agree to provide the Services without that assent. The Services include new products, product changes, upgrades, support and other services. You may only receive the Services if you are a Service subscriber in good standing with a valid, authorized payment method on file with MontanaSky Networks. You understand that you must obtain your own Internet connection in order to use the Services, which may also be provided by MontanaSky Networks. We do not control your Internet access or the quality of your Internet connection in relation to these Services. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES, OR FOR PROBLEMS IN THE SERVICES CAUSED BY YOUR INTERNET CONNECTION OR THIRD PARTY PRODUCTS OR SERVICES NOR WILL WE CONTACT ANY OF THESE PROVIDERS ON YOUR BEHALF.

Unlimited calling applies only to calls made within the continental United States and Canada (excluding the Canadian Northwest Territories). Calls to Alaska, Hawaii, Canadian Northwest Territories and all non-Canadian international calls are subject to additional charges.

IT IS VERY IMPORTANT THAT YOU CAREFULLY REVIEW AND UNDERSTAND THIS DISCLAIMER AND ACKNOWLEDGEMENT, TOGETHER WITH ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN YOU AND MONTANASKY NETWORKS. If you have questions, please contact support@montanasky.net.

1. Payment & Services:

1.1 Automatic Monthly Billing.

Unlimited SIP Trunking plans, DID telephone numbers, and certain hosted dedicated and virtual PBX services are provided on a monthly basis, with an automatic monthly renewal unless you cancel your service online in accordance with Section 2 below. You agree to pay



MontanaSky Networks the recurring monthly service charges, set-up charges and usage charges, if applicable, for your use of the Services plus any applicable taxes as set forth in Section 1.5 below.

1.2 Usage Based Fees.

MontanaSky Networks may in the future offer an option for selecting a per-minute trunk billing option for your calling plan. Calls under this plan are billed in real-time with the computed balance decremented from the prepaid trunking balance after each call is completed.

1.3 Payment Processing.

You agree to provide us with a valid email address and a valid payment method. You must advise us immediately if your email address changes and/or payment method changes or expires. Failure to comply may result in the immediate termination of Services. You authorize MontanaSky Networks to automatically bill the credit card or bank account you provided, until you cancel the Services in accordance with the requirements of Section 2 below. You agree that MontanaSky Networks may receive updated information about your account from the financial institution issuing your credit card. MontanaSky Networks allows for debit as a payment method. For those users who have selected that these methods of payment MontanaSky Networks reserves the right to add a \$25 fee charged for each transaction attempt that results in a return value of 'insufficient funds'.

1.5 Taxes.

Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes (computed automatically by MontanaSky Networks and inserted in a line-item fashion on your bill) shall be and paid by you and will be added to any amounts otherwise charged for service to you unless you provide MontanaSky Networks with an appropriate exemption certificate.

1.6 Invoice Discrepancies & Currency Conversion.

All invoices are available for viewing and downloading online via the MontanaSky Networks user, admin, or account admin portal(s) only. You agree to notify MontanaSky Networks about any billing problems or discrepancies within 30 days after they first appear on your account statement. If you do not bring them to MontanaSky Networks's attention within 30 days, you agree that you waive your right to dispute such problems or discrepancies. All transactions are charged in U.S. dollars (USD). Please remember that orders placed with us will be converted from USD to your currency by your credit card company when they process the transaction. MontanaSky Networks cannot be held responsible for any adverse currency fluctuations.



1.7 Release of Numbers.

You acknowledge that in the event of any account termination or cancellation, all telephone numbers associated with your account are released and may not be available to you upon your reactivation. Similarly, the cancellation of individual services which have associated telephone numbers will result in the release of such numbers. You acknowledge that it is your responsibility to work with a third-party provider to port out those numbers prior to your termination or cancellation of your account or termination of services. A \$10 charge per telephone number will apply for each number ported out of the MontanaSky Networks voice solution. DID telephone number disconnects are not charged a disconnect fee currently but are subject to charges in the future.

1.8 Unlimited Voice Services.

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. Unlimited voice services may not be used to aggregate traffic among multiple customers, businesses or offices. Service Providers or ITSP's may not use unlimited voice services. If MontanaSky Networks finds that you are using an unlimited voice service offering for other than live dialog between two individuals, MontanaSky Networks may, at its option, terminate your service or change your plan to one with no unlimited usage components. MontanaSky Networks will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. Further information regarding unlimited minute usage plans can be found in section 4.2 of this agreement.

1.9 Security of Customer Premise Equipment.

Customer is responsible to secure all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators to access the MontanaSky Networks user interface(s). Customer acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject the Customer to a higher level of risk for fraudulent activity, as will use of the Services using a network that has not been secured using best practice measures. Customer acknowledges that Customer bears the risk of loss arising from any unauthorized or fraudulent usage of the Services. MontanaSky Networks may, but shall not be required, to take action to prevent or terminate any fraud or abuse in connection with the Services.



1.10 Payphone Surcharge

In the event the Customer's 800/Toll-Free telephone number receives any inbound calls originating from a Payphone, these calls will be subject to a charge per call. The charges are based on regulated FCC Payphone Compensation rules. These regulatory charges (\$0.95 per call), MontanaSky Networks may, but shall not be required to, pass these charges directly to the customer.

1.11 Ancillary Services.

List and publish and caller name identification (i.e., caller ID with name) Services are provided by MontanaSky Networks are based on availability of such Services from MontanaSky Networks' underlying providers. We do not guarantee that such Services are available for all numbers in all serving areas. MontanaSky Networks may introduce new ancillary Services to new and existing customers. Such ancillary Services may sometimes be offered on a trial basis for a specified period of time during which no fees shall apply to Customer. In some cases, the terms of the free trial may involve an automatic re-enrollment at the end of the trial unless the customer opts out of the trial and/or cancels the service during the term of the free trial. In no event shall MontanaSky Networks impose service fees on Customer for ancillary services without providing customer the opportunity to opt-out of the trial and/or to cancel the ancillary Service during a no-cost trial period.

1.12 Notices from MontanaSky Networks

MontanaSky Networks may provide you notice under this Agreement either by written document, email, voice mail or by publishing the information on the MontanaSky Networks website.

2. CANCELLATION OF SERVICES.

You may cancel the Services at any time by visiting the MontanaSky Networks online resources, or by emailing billing@montanasky.net, or by visiting MontanaSky Networks locations in person and requesting cancelations. YOU MAY ONLY CANCEL SERVICES BY COMPLETING THESE CANCELLATION PROCESSES. MONTANASKY NETWORKS WILL NOT ACCEPT CANCELLATION VIA OTHER MEANS OR OTHER METHODS. FAILURE TO CANCEL SERVICES IN ACCORDANCE WITH THESE PROCESSES WILL RESULT IN ONGOING SERVICE FEES. You acknowledge that the cancellation will be effective immediately upon submitting the cancellation request via these outlined methods. MontanaSky Networks will provide you with confirmation of both your request to cancel Services and the actual cancellation of Services, if requested. If you do not receive a confirmation of your request to



cancel after submitting the form or if you do not receive a confirmation of Service cancellation, you must notify MontanaSky Networks by sending an email to billing@montanasky.net or contacting MontanaSky Networks by telephone. You will not receive any refund or partial refund or any credits for any charges already billed to your account. If you have a remaining balance in your prepaid trunking account, if and when MontanaSky Networks offers said service, it will be refunded to your method of payment currently on file. Or some other method of refund will occur. In the event you signed up for a minimum commitment period, you will be responsible for all charges for the entire minimum commitment period, all such fees will immediately accelerate and you authorize MontanaSky Networks to immediately bill all these fees to your payment method. You understand and agree that cancellation of your subscription is your sole right and remedy with respect to any dispute with MontanaSky Networks. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or MontanaSky Networks' enforcement or application of this Agreement; (2) any policy or practice of MontanaSky Networks, including any MontanaSky Networks Privacy Policy, or MontanaSky Networks' enforcement or application of these policies; (3) the amount or type of fees, applicable taxes, billing methods, or any change to the fees, applicable taxes, or billing methods.

3. MONTANASKY NETWORKS RIGHT TO TERMINATE OR MODIFY SERVICES.

MontanaSky Networks may modify the terms of this Agreement or the Services, including but not limited to the price, content or nature of the Services, upon notice to you. Your continued use of the Services constitutes your agreement to those modified terms of this Agreement and you acknowledge that MontanaSky Networks would not agree to provide the Services without that assent. In the event MontanaSky Networks modifies the Agreement or the Services, you may terminate the Services as provided in Section 2, above. MontanaSky Networks may terminate this Agreement and any Services at any time upon notice to you, provided that in the event you have not violated any term of this Agreement, you will be entitled to receive the Services for any period for which you have already paid, or a pro-rata refund at MontanaSky Networks' sole discretion. This Agreement will automatically terminate if you fail to comply with any term. No refund will be provided in the event that you have violated any term of this Agreement. No notice shall be required from MontanaSky Networks to effect such termination. Upon any termination of this Agreement (whether by you or MontanaSky Networks), you shall immediately discontinue use of the Services. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement. In the event that MontanaSky Networks terminates this Agreement, the Services, or any ancillary Services, all of your data, including all



recordings, will be deleted on or after the data that MontanaSky Networks cancels such services, without further notice to you.

4. SERVICE USE RESTRICTIONS.

4.1 Compliance with Laws.

You agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. MontanaSky Networks may provide you with guidelines regarding compliance with applicable regulation(s); however, you are solely responsible for ensuring that your use of the Services is in compliance with such regulations. You may only use the Services for your own use. You may not use the Services in any way to provide, or as part of, any commercial service or application or in any way interfere with the users, services or equipment of the network. You may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service. In addition to any other remedies available in equity or law to MontanaSky Networks, failure to comply with any of the terms and conditions in this Section 4 (Service Use Restrictions) shall result in immediate termination of the Services.

4.2 Fair Use.

While most reasonable uses of our Services in connection with the terms of this Agreement are permitted by MontanaSky Networks, there are certain uses that cause extreme network capacity issues and interference with the network. Any use of the Services or any other action that causes a disruption in the network integrity of MontanaSky Networks services or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Examples of such prohibited uses include, but are not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, constant dialing, iterative dialing, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with small business usage. You agree that you will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the Services. You agree and represent that you are purchasing the Services and/or the equipment for your own internal use only, and shall not resell, transfer or make a charge for the Services or the equipment without the advance express written permission of MontanaSky Networks.



MontanaSky Networks reserves the right to review usage of unlimited minute usage plans to ensure that you are not abusing such plans. You agree to use unlimited minute plans for normal voice or fax calls and will not employ methods or devices to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by MontanaSky Networks. You may not use unlimited minute usage plans to aggregate traffic across multiple businesses or customers or to resell service to other customers. Service Providers or ITSPs are prohibited from using unlimited minute usage plans. MontanaSky Networks may terminate service immediately if it determines, in its sole discretion, you are abusing the unlimited minute plan.

For purposes of this policy and your plan, “unlimited usage” means the combined number of inbound and outbound voice minutes and fax pages, but excluding all advertising and informational messages sent to you directly by MontanaSky Networks, as determined by us in our sole discretion. We reserve the right to at any time to enforce this policy in accordance with its terms. You agree that your level of usage of MontanaSky Networks’ unlimited service plans will be comparable to that of the average small business customer utilizing such plans. MontanaSky Networks deems usage that substantially exceeds the average volume of its other unlimited usage plan customers as abusive. You agree that MontanaSky Networks has the right to terminate your service or charge you additional fees if your usage is considered abusive in the sole discretion of MontanaSky Networks.

If it is determined that your usage is abusive, your service may, at MontanaSky Networks’ sole discretion, be moved to a metered per-minute rate plan at the currently published rates (which are subject to change without notice) on the MontanaSky Networks’ website. MontanaSky Networks will alert you via email if your unlimited rate plan has been switched to the per-minute rate plan. You have the option of canceling service immediately in accordance with section 2 of this agreement.

5. PERSONAL INFORMATION AND PRIVACY.

MontanaSky Networks utilizes the public Internet and third party networks to provide voice and data services. Accordingly, MontanaSky Networks cannot guarantee the security of your voice and data communications. MontanaSky Networks is committed to respecting your privacy. If you choose to provide personal information, it will only be used in the context of your relationship with MontanaSky Networks. MontanaSky Networks will not sell, rent, or lease your personal information to others. Unless required by law, subpoena, court order, warrant or other valid government request, MontanaSky Networks will only share the personal information you provide with other MontanaSky Networks entities and/or business partners



that are acting on MontanaSky Networks' behalf to perform the activities described herein and in accordance with the MontanaSky Networks Privacy Policy. Such MontanaSky Networks entities and/or national or international business partners are subject to MontanaSky Networks' Privacy Policy with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, MontanaSky Networks may disclose personally identifiable information.

6. E-MAIL NOTIFICATION.

To let you know what new Services are available from time to time, MontanaSky Networks may, at our discretion, send you emails describing the latest Services, how to access the Services and changes to the Services. You agree that as a Service subscriber, MontanaSky Networks may send you such emails to the addresses you provide. Because these emails are necessary for you to receive the Services, you will receive these emails even if you have opted out of receiving other email from MontanaSky Networks. If you do not want to receive these emails, you may cancel the Service at any time as provided in this Agreement.

7. PORTED TELEPHONE NUMBERS ON SERVICE DISCONNECTION.

7.1 Port-out of Telephone Numbers.

You may be able to take, or "port," your current telephone number(s) to another service provider. You will remain responsible for all charges and fees until you notify MontanaSky Networks of your election to cancel services in accordance with Section 2. Until you notify us of your intention to cancel, your Service and your Agreement with us will not terminate, you will remain a MontanaSky Networks customer, and you will continue to be responsible for all charges and fees associated with your MontanaSky Networks Service. You will not receive any refund or partial refund or any credits for any charges already billed to your account. For all telephone numbers ported out of the MontanaSky Networks network, you will be charged a port-out fee of \$5 per telephone number. Any number that has been held in the account for less than 30 days can be charged up to \$50 per number.

7.2 Request for MontanaSky Networks to Port-in numbers.

If you request that MontanaSky Networks port a number from an existing service provider to MontanaSky Networks, MontanaSky Networks will use commercially reasonable efforts to assist you in porting that number. You acknowledge that service providers require verification of identity, as well as authorization and other reasonable information in order to port any numbers to MontanaSky Networks. You must correctly complete a letter of authorization, provide us with a copy of your most recent bill from such service provider, as well as provide



us with any other information required by such service provider to port your number. Failure to provide any information requested by MontanaSky Networks or the third party service provider will delay the porting of the number to MontanaSky Networks. MontanaSky Networks shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.

In some cases, MontanaSky Networks may permit you to submit documentation required to port numbers using a web-enabled user interface. You have the ability to obtain a printed copy of all porting documentation at no cost to you from the interface or by contacting MontanaSky Network Customer Service. MontanaSky Networks will provide copies of the forms by facsimile or email. No additional software or hardware are required. You may withdraw your consent to submit your porting request electronically by contacting MontanaSky Networks Customer Support prior to our submitting the porting request to our partner. Your consent to electronic submission applies only to the specific porting request you submit through web-enabled interface.

For cancelled LNP requests more than 48 hours before FOC, a non-recurring charge of \$6 per telephone number will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per telephone number will be charged. For any request to reinstate, within 24 hours, a newly ported telephone number to the original carrier, a nonrecurring charge of \$300 per number will be assessed.

8. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY.

8.1 DISCLAIMER OF WARRANTY & LIMITATIONS OF LIABILITY.

THE SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MONTANASKY NETWORKS IS FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MONTANASKY NETWORKS OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF



MONTANASKY NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MONTANASKY NETWORKS RELATED TO THIS AGREEMENT OR THE SERVICES/CONTENT SHALL BE CANCELLATION OF THE SERVICES. IN THE EVENT A COURT AWARDS DIRECT DAMAGES DESPITE THE FOREGOING, SUCH DAMAGES SHALL NOT EXCEED THE LESSER OF \$250.00 OR THE AMOUNT YOU PAID TO MONTANASKY NETWORKS WITHIN THE LAST SIX MONTHS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. MONTANASKY NETWORKS DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY CONTENT PROVIDED BY OR THROUGH MONTANASKY NETWORKS.

YOU SPECIFICALLY AGREE THAT IN NO EVENT WILL MONTANASKY NETWORKS (OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF (OR INABILITY TO USE) THE SERVICE OR WITH ANY USE OF (OR INABILITY TO USE) EMERGENCY 911 SERVICES IN CONNECTION THEREWITH. YOU ALSO AGREE TO RELEASE AND DISCHARGE MONTANASKY NETWORKS (TOGETHER WITH ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS) FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHATSOEVER THAT YOU MAY OTHERWISE HAVE IN CONNECTION WITH USE (WHETHER BY YOU OR BY ANY OTHER PERSON) OF THE SERVICES THAT ARE PROVIDED TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT (AND COVENANT NOT) TO BRING SUIT FOR SAID CLAIMS AGAINST US OR ANY OF THE OTHER PERSONS MENTIONED IN THE PREVIOUS SENTENCE.

FURTHERMORE, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD MONTANASKY NETWORKS, ITS EMPLOYEES, AND AGENTS HARMLESS FROM ANY SUCH CLAIM BROUGHT, ASSERTED OR THREATENED BY ANY THIRD PARTY UNLESS CAUSED BY MONTANASKY NETWORKS' (OR ITS EMPLOYEES' OR AGENTS') GROSS NEGLIGENCE OR RECKLESS OR WILLFUL MISCONDUCT.



IF YOU HAVE ANY QUESTIONS ABOUT THESE LIMITATIONS AND DISCLAIMERS, PLEASE CONTACT US BY EMAILING AT support@montanasky.net.

YOU SHOULD NOT SIGN UP FOR THE SERVICE UNLESS YOU FULLY UNDERSTAND AND AGREE WITH THESE LIMITATIONS AND DISCLAIMERS. USING THE SERVICE CONFIRMS THAT YOU AGREE TO THESE CONDITIONS IN THEIR ENTIRETY.

8.2 Pass Through Warranty.

MontanaSky Networks does not manufacture any equipment. All equipment purchased under this Agreement is being provided by a third party. To the extent possible, MontanaSky Networks will pass through any manufacturer's warranties directly to Customer and will work with Customer to obtain any warranty services. The warranty for any hardware will be as specified in agreed upon purchases. Not all equipment provided or purchased may have manufacture warranties, MontanaSky Networks is not responsible for and has no liability of gear that is fails or is un-operational. MontanaSky Network will attempt to accommodate Customer needs with purchased equipment but ultimately all equipment is purchased and owned by Customer and Customer is responsible for all related equipment.

9. INDEMNIFICATION.

You agree to hold harmless, indemnify and defend MontanaSky Networks, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claim that you have violated any term of this Agreement, including, without limitation, the requirements set forth in Section 4.1 of this Agreement.

10. NO ASSIGNMENT.

This Agreement is personal to you (or the company which you represent), and may not be assigned without MontanaSky Networks' express written consent. If you are agreeing on behalf of a company, you represent that you are authorized to bind the company under this Agreement.

11. COMPLETE AGREEMENT.

This Agreement shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by MontanaSky Networks or not. The acceptance of any purchase order is expressly made conditional on your consent to the terms set forth herein and any additional terms in your purchase order or similar document shall be null and void. The



terms and conditions contained in this Agreement may not be modified by you except in a writing duly signed by you and an authorized representative of MontanaSky Networks. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. MontanaSky Networks is not liable for editorial, pictorial, or typographical errors in this communication.

12. EMERGENCY SERVICES- 911 DIALING & NON-VOICE SYSTEMS.

12.1 Non-Availability of Traditional 911 or E911 Dialing Service.

You acknowledge and understand that the Service does NOT support traditional 911 or E911 access to emergency services. MontanaSky Networks does offer a limited 911-type service and that service is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your MontanaSky Networks Service and equipment.

12.2 Description of 911-Type Dialing Capabilities – Activation Required.

MontanaSky Networks does offer a 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that is different in a number of important ways from traditional 911 services. Unless you make changes within the MontanaSky Networks systems (or by request), when you dial 911, your call is routed from the MontanaSky Networks network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. You acknowledge and understand that when you dial 911 from your equipment it is intended that you will be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and understand that your 911 call may not be routed to a PSAP but instead may be routed to a central call center where you will have to provide your location. MontanaSky Networks relies on third parties for the forwarding of information underlying such routing, and accordingly MontanaSky Networks and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is



incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither MontanaSky Networks nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing. You agree to indemnify and hold harmless MontanaSky Networks and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to MontanaSky Networks of incorrect information in connection therewith. As described above, all calls dialed by handset extensions included in your account with MontanaSky Networks will be routed from the MontanaSky Networks network to the PSAP or local emergency service personnel designated for the address that you listed at the time of activation. In the event that your equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on your account may, at your option, create additional service locations and associate your equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign and re-assign their current location on an as needed basis. Those updates can be made by contacting MontanaSky Networks. It is your sole responsibility to make these changes and to ensure that all household residents, guests and other third persons who may be present at the physical location(s) where you utilize the Service are aware of this option.

12.3 Service Outage.

12.3.1 Power Failure or Disruption.

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

12.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by MontanaSky Networks

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by MontanaSky Networks will prevent ALL Service including 911 dialing.

12.3.3 Service Outage Due to Suspension of Your Account.

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.



12.3.4 Other Service Outages.

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

12.3.5 Limitation of Liability and Indemnification.

You acknowledge and understand that MontanaSky Networks' liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless MontanaSky Networks, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of your Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of your Service to be able to dial 911 or to access emergency service personnel.

MontanaSky Networks is not liable for:

- (i) any disruption or unavailability of the Services;
- (ii) any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or Services);
- (iii) the Customer's conduct, acts or omissions, or the operation or failure of the Customer's equipment or facilities;
- (iv) any event beyond the reasonable control of MontanaSky Networks including acts of God, inclement weather including lightning, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction; and
- (v) its failure, for any reason, to activate the Services on the activation date Customer requested
- (vi) any charges by third parties including other telephone companies or wireless carriers for services they may have rendered in lieu of Customer service.

12.3.5 Maintenance

MontanaSky Networks may interrupt the Services to a Customer at any time for any duration of time, without any notice or liability, in order to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.



12.4 Failure to Designate the Correct Physical Address When Activating 911 Dialing.

Failure to provide the current and correct physical address(es) and location(s) of your equipment will result in any 911 communications you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where the equipment is located, not a post office box, mail drop or similar address.

12.5 Requires Notification if You Change Your Number or Add or Port New Numbers.

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully notified MontanaSky Networks of the correct address for your changed, newly added or newly ported number.

12.6 Requires Notification if You Move or Change Location.

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your equipment to a different street address, unless and until you have successfully notified MontanaSky Networks of such change in location and the correct address or made appropriate updates with MontanaSky Networks. Failure to provide the current and correct physical address(es) and location(s) of your equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

12.7 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for the Services at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911



calls using traditional 911 dialing. You acknowledge and accept that MontanaSky Networks relies on third parties for the forwarding of information underlying such routing, and accordingly MontanaSky Networks and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. MontanaSky Networks or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of MontanaSky Networks.

12.8 Automated Number Identification.

At this time in the technical development of MontanaSky Networks 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. MontanaSky Networks' system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not MontanaSky Networks, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

12.9 Automated Location Identification.

At this time in the technical development of MontanaSky Networks 911 Dialing, it is not possible to transmit identification of the address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.



12.10 Alternative 911 Arrangements.

You acknowledge that MontanaSky Networks does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services. You acknowledge that the equipment and Services do not support 911 emergency dialing or other emergency functions. You agree to notify any user of the Services, who may place calls using your phone services, of the 911 limitations. MontanaSky Networks advises you to maintain an alternative means of accessing traditional 911 services such as traditional telephones and cellular phones.

12.11 Non-Voice Systems.

You acknowledge that the Services are not set up to function without-dialing systems including home security systems, medical monitoring equipment, satellite television systems, credit card terminals and some facsimile systems. You have no claim against MontanaSky Networks for interruption or disruption of such systems by the Services.

12.12 Force Majeure.

MontanaSky Networks is not responsible or liable to you for its failure to perform any of its obligations contributed to by causes or circumstances beyond its reasonable control including, without limitation, Internet outages, communications and cable outages, failure of third party services or products that interface or interact with the Services, labor strikes, lockouts, supply shortages, earthquake, fire, flood, war, act of God, criminal acts (e.g. computer hacking that circumvents reasonable security measures), bankruptcy of merchants or licensees, or any acts of governmental bodies or authorities.

13. CONSENT TO USE OF ELECTRONIC SIGNATURES AND RECORDS.

As a convenience and courtesy to you, MontanaSky Networks provides access to its Services online which may require you to enter into agreements or receive notices electronically. Accordingly, you acknowledge and agree that by clicking "I Agree" or "I Accept" anywhere on a MontanaSky Networks website:

13.1 You agree to conduct electronically the particular transaction into which you thereby enter including, without limitation, entering into this Agreement;



13.2 You have read and understand the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, and any policies and any amendments hereto or thereto;

13.3 You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter; 13.4 You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and,

13.5 You agree to receive electronically information about the Services and other electronic records into which you thereby enter including, without limitation, this Agreement.

14. VENUE/GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of Montana without regard to conflicts-of-laws principles. By using the Services, you hereby agree that the exclusive jurisdiction for any and all disputes regarding these Terms shall lie in the federal, state, and local courts of Flathead County, Montana.

15. DEGRADATION OF SERVICES

You may experience interruption of Service (or of certain features of the Service) or degraded service quality at any time and without notice. You will likely experience Service outages in the event of electric power outages affecting your home or the area in which MontanaSky Networks provides the Service. While MontanaSky Networks will make commercially reasonable efforts to minimize the disruptive effects of such interruptions, degraded service quality, or outages, it makes absolutely no guarantees or assurances that these will not occur. Except as otherwise provided in the Agreement, such commercially reasonable efforts are MontanaSky Networks' sole obligation regarding such interruptions.

Such outages or other Service disruption may include loss of emergency 911 Service dialing capabilities for extended periods of time.

16. ADDITIONAL RESTRICTIONS AND SERVICE LIMITATIONS.

Home alarm systems, fax machines and other devices that attach to your home computers, local telephone service, cable system or other devices may not work with the Service and MONTANASKY NETWORKS MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WHATSOEVER THAT THE SERVICE WILL WORK WITH THESE



DEVICES. Additional Service limitations are or may be set forth elsewhere in the Services Agreement.

17. Customer Responsibilities

Customers are responsible for everything contained here-in but also include, but are not limited to, these additional notes contained below. Customers using MontanaSky Network voice solutions actively and continuously acknowledge they accept these, and other, customer responsibilities.

17.1 Fraudulent/Unauthorized Use of Service.

Customer shall not use or permit others to use the Services in a manner that is fraudulent or unauthorized. MontanaSky Networks may, without notice and without liability, interrupt all Customer's communications to prevent or terminate fraudulent and/or unauthorized activities provided MontanaSky Networks reasonably believes that such activities have occurred or, with reasonable certainty, are about to be undertaken.

17.2 Equipment.

Included for any equipment purchased from MontanaSky Networks, Customer shall be responsible for providing at its sole cost: (i) all hardware and software necessary to connect and interoperate with the Services and the MontanaSky Networks network; (ii) public IP address(es) for the SIP proxy server, softswitch, and/or other hardware/software solution for Voice Services; (iii) broadband Internet connectivity; (iv) ensuring that its users connect to MontanaSky Networks' hosted VoIP platform via a public or dedicated connection or local equipment onsite (MontanaSky Networks will charge Customer for such access according to the interconnection options set forth herein and in other MontanaSky Network pricing); (v) all other equipment, software and other facilities to be installed at the Customer's premises, including without limitation, routers, IP enabled phones and/or an analog terminal adapter; (vi) timely inputting, validating and maintaining Subscriber information in all applicable national databases, including, without limitation, Automatic Local Identification (ALI) Database, Dynamic Automatic Local identification (DALI) Database, Line Information Database (LIDB) and Caller ID with Name Database (CNAM), using an MontanaSky Networks provided process, tool and/or interface; and (vii) Customer shall not remove Automatic Number Identification (ANI) or otherwise take any action that may affect the integrity of the call detail information that is passed to MontanaSky Networks as part of the Services.



17.3 Facilities.

For components of the Services located at Customer facilities, Customer shall provide and maintain throughout the time of Services a safe, physical environment for use of the hardware which complies with industry practices and with all applicable federal, state, and local laws and regulations. Customer is responsible for all equipment and facilities within its own network and for data and other communications circuits under Customer's direction or control used to reach the facilities and network of MontanaSky Networks.

18. Regulatory Matters

18.1 Legal Compliance.

Customer and MontanaSky Networks shall comply with all applicable laws, rules and regulations relating to the responsibilities assumed by Customer and MontanaSky Networks under this Agreement.

18.2 Regulatory Treatment.

The Services are not a telephone service. Important distinctions exist between telephone service and the Services. The Services are subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect Customer and end-user rights of redress before any federal, state, or local regulatory agencies. Customer acknowledges and understands that the regulatory requirements applicable to VoIP services are currently under development and may be subject to change or clarification. In the event that any government or any regulatory agency with authority over MontanaSky Networks and/or the Services provided pursuant to this Agreement makes any determination that the provision of the Services as contemplated in this Agreement is unlawful or if any such agency issues any order, rule or decision, or otherwise takes any action, that imposes additional obligations on MontanaSky Networks, or materially increases the costs, performance burden or risks to MontanaSky Networks, then MontanaSky Networks may either (i) terminate this Agreement without liability upon sixty (60) days written notice to Customer (or such shorter period as is available to MontanaSky Networks before such action is effective); or (ii) with sixty days notice to Customer, pass such increased costs through to Customer and Customer may terminate this Agreement without liability by delivering written notice of termination no later than sixty (60) days after the effective date of any rate increase.

18.3 Services Treated as Inbound.

Customer recognizes that inbound services involve connectivity from the PSTN together with enhanced functionality, including but not limited to conversion and delivery to Customer in an



IP-based format. For regulatory purposes MontanaSky Networks may treat all inbound services for all Services as local in nature although there is no guarantee that such interpretation will be accepted by the relevant regulatory authority. MontanaSky Networks at its discretion may also not treat all Services as local in nature.

18.4 Transport and Application Services Only.

MontanaSky Networks provides communications transport and application services; MontanaSky Networks does not operate or control the content transported. MontanaSky Networks shall have no liability or responsibility for the content of any communication transmitted via the Services hereunder, except to the extent such content arises from communications initiated by MontanaSky Networks.

19. Non-disclosure

19.1 Confidential Information.

Either Party will regard and preserve as confidential and proprietary to the other Party all information, written, oral, or computer based, to which it had access during its performance pursuant to this Agreement that a Party indicates is confidential or that by the nature of the information or the circumstances surrounding the disclosure ought to reasonably be deemed confidential ("Confidential Information").

19.2 Ownership of Confidentiality Obligations.

Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

19.3 Mutual Confidentiality Obligations.

Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants and contractors, if any, who have a need to have access and who have been advised of the obligation and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, as mutually agreed, all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.



19.4 Exceptions.

The foregoing sections shall not apply to information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

19.5 Permitted Disclosures.

Notwithstanding the foregoing, each Party may disclose Confidential Information received in confidence to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order to the extent permitted; or (ii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

20. Privacy

MontanaSky Networks cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. MontanaSky Networks therefore recommends that the Service not be used for the transmission of confidential information. Any such use shall be at your sole risk and MontanaSky Networks, and its affiliates and its agents shall be relieved from all liability in connection therewith.

21. System and Network Security

Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of MontanaSky Networks's or a third party's network, data or information. Users are unauthorized to monitor MontanaSky Networks' or third party's data, systems or network traffic. Users are prohibited to interfere with service to any user, host or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting or in related voice settings or configurations.



Conclusion

This document reviews the MontanaSky Networks SIP usage and VoIP usage Terms of Services. All customers utilizing MontanaSky voice solutions agree to these Terms of Services upon signing up for service and agreeing to porting numbers. All customers who continue to or actively use MontanaSky Network voice solutions continuously agree to these Terms of Service.

IT IS VERY IMPORTANT THAT YOU CAREFULLY REVIEW AND UNDERSTAND THESE TERMS OF SERVICE HEREIN ENCLOSED INCLUDING ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN YOU AND MONTANASKY NETWORKS. CUSTOMERS UTILIZING MONTANASKY NETWORKS VOICE SOLUTIONS HAVE AND ACTIVELY AGREE TO THESE TERMS OF SERVICE.

If you have questions, please contact support@montanasky.net

