

RESIDENTIAL SUBSCRIBER AGREEMENT

I. Introduction

This Residential Subscriber Agreement ("Agreement") sets forth the terms and conditions governing the purchase and use of Senawave, LLC and its affiliated companies' (collectively "Senawave") products and services including, but not limited to, Senawave voice, data, and video service. This Agreement also sets forth the terms and conditions governing the rental or use of Senawave equipment including, but not limited to, set-top boxes, television remote controls, video cables, power cables, uninterruptable power supplies, fiber optic home gateways, voice integrated access devices, and voice terminal adapters. For purposes of this Agreement, "Subscriber" means the customer or consumer of Senawave services and "Provider" means Senawave and its affiliated companies.

II. Transfer Limits

Residential bandwidth transfer limits are set to 1 Terabyte/month. Bandwidth transfers measure the amount of traffic sent through Subscriber's connection on a monthly basis. Once bandwidth transfers exceed the 1 Terabyte/month limit, Provider reserves the right to bill \$10.00 per 100 Gig thereafter to Subscriber.

III. RESIDENTIAL USE OF SERVICE AND DEVICE

If Subscriber subscribes to Provider's residential service plans, Provider provides Subscriber with service and the device solely for single family, normal residential, non-commercial use. Single family refers to Subscriber and those of Subscriber's immediate family members who reside in Subscriber's personal residence - e.g., spouse, domestic partner, and/or children. If Subscriber subscribes to a service plan which permits use of more than one device with the same voice line, the basis for assessing such use will not change.

IV. INCONSISTENT WITH NORMAL USE

If Subscriber uses the service or the device in a way that is inconsistent with the normal use for Subscriber's service or plan, Subscriber will be required, at Provider's sole discretion, to pay the rates for the service or plan that would apply to the way Subscriber used the service or device, or terminate the plan. For example, if Subscriber subscribes to one of Provider's residential service plans, and Subscriber's usage is inconsistent with normal residential use, Subscriber may thereafter be required to pay Provider's applicable, higher rates for commercial service for all periods in which Subscriber's use of Provider's service or the device was inconsistent with normal residential use. Unlimited voice services are provided primarily for continuous live dialog between two individuals. Lack of continuous dialog activity, unusual call patterns, excessive numbers

and/or consistent excessive usage (i.e., more than 3,000 minutes per line per month for unlimited residential calling) will be considered indicators that use may be inconsistent with normal use, or that impermissible use may be occurring and may trigger an account review by Provider. The creation or use of related multiple accounts or excessive residential lines to circumvent these levels shall also be considered indicators that use of the service may be inconsistent with normal use for the subscribed monthly plan(s) and may trigger an account review by Provider. Failure to contact Provider in response to its notifications and/or failure to promptly correct usage activity to conform to normal use will result in immediate mandatory transfer to another appropriate plan, suspension, or termination of service at Provider's sole discretion. Subscriber acknowledges that if Subscriber's service is terminated under this provision, Subscriber is subject to all applicable disconnection, termination, and device or other rebate recovery charges. Provider's right to terminate Subscriber's account under Section K (2) (with or without reason) is not limited by this provision.

V. ACCEPTANCE

BY SUBSCRIBING TO, USING, OR PAYING FOR PROVIDER'S PRODUCTS OR SERVICES, SUBSCRIBER AGREES TO THE PRICES, CHARGES, TERMS, AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT BECOMES BINDING UPON SUBSCRIBER WHEN SUBSCRIBER SUBSCRIBES TO, USES, OR PAYS FOR ANY OF PROVIDER'S PRODUCTS OR SERVICES. IF SUBSCRIBER DOES NOT AGREE TO THESE PRICES, CHARGES, TERMS, OR CONDITIONS, SUBSCRIBER SHOULD NOT USE ANY OF PROVIDER'S PRODUCTS OR SERVICES AND MUST IMMEDIATELY CANCEL THE SERVICES BY CALLING PROVIDER AT (801) 320-1000 AND COMPLETING A CANCELLATION REQUEST FORM. SUBSCRIBER WILL BE RESPONSIBLE FOR ANY AND ALL CHARGES ASSOCIATED WITH ANY OF PROVIDER'S PRODUCTS OR SERVICES THAT SUBSCRIBER USES.

VI. CONTENTS

This Agreement incorporates by reference the Senawave Customer Activation Form, Senawave Acceptable Use Policy ("AUP"), Senawave Privacy Policy, and Senawave Electronic Billing Notice. A violation of any of these policies or agreements constitutes a violation of this Agreement.

A. Products and Services Offering.

Provider offers its products and services to Subscribers in the following manner:

1. Standard Offerings. Provider's Standard Offerings, including features and pricing, are contained on the standard pricing page. Subscriber may subscribe to Provider's Standard

Offerings by filling-out, signing, and returning a Customer Activation Form to Provider or by calling Provider. In the event that any term or condition on the Customer Activation Form conflicts with the terms and conditions on Provider's website, Provider's website governs. Provider offers its Standard Offerings on a month-to-month basis. Unless Subscriber notifies Provider in writing of Subscriber's desire to terminate, the terms and conditions (including Subscriber's obligation to pay) of Provider's Standard Offerings will automatically renew each month. Provider reserves the right to change its Standard Offerings, including the price of the standard offerings, at any time with or without notice to Subscriber.

2. Promotional Offerings. From time to time, Provider may offer Promotional Offerings. Provider's Promotional Offerings, including features and pricing, are contained on the standard pricing page. Subscriber may subscribe to Promotional Offerings by filling-out, signing, and returning a Customer Activation Form containing the Promotional Offerings to Provider or by calling Provider. In the event that any term or condition on the Customer Activation Form conflicts with the terms and conditions on Provider's website, Provider's website governs. Unless specifically stated otherwise, Promotional Offerings are offered as a discount from the price of the Standard Offering. Unless Subscriber has received a Promotional Offering that designates a specific price, rather than a discount, changes in price to the Standard Offering as described above may affect the price of the Promotional Offering. Subscriber acknowledges that Provider may change, modify, or revoke Promotional Offerings at any time and that Subscriber may not be eligible for all Promotional Offerings. To the extent that a Promotional Offering requires Subscriber to maintain Provider's products or services for a certain length of time, Subscriber agrees to maintain and pay for Provider's products or services for that length of time. Upon the expiration or termination of a Promotional Offering to which Subscriber subscribed, Subscriber will receive Provider's then current Standard Offering.

B. Use and Availability of Products and Services.

1. If the products or services that Provider delivers to Subscriber are different than the products or services that Subscriber selected, Subscriber shall immediately notify Provider. Subscriber will be responsible for any and all charges associated with any products or services that Subscriber uses regardless of whether Subscriber ordered such products or services. Subscriber should not use any products or services that Subscriber did not order.

2. Subscriber hereby agrees to use Provider's products and services for personal residential purposes only. Subscriber shall not use Provider's products or services for any business (including non-profit business), professional, high-volume, commercial, or governmental purposes or for any purposes that are inconsistent with normal residential usage. Subscriber shall not resell Provider's products or services to any third party or otherwise enable, facilitate, or allow any third party to use or access Provider's products or services including, but not limited to, allowing third

parties to access Provider's products and services via a wireless router or access point. If Provider discovers that Subscriber has used Provider's products and services for any non-residential purposes other than incidental business, professional or commercial use, Provider may, along with all other remedies available to Provider, charge Subscriber and Subscriber hereby agrees to pay, the non-residential rate for Provider's products and services that Subscriber used.

3. Provider's products and services may not be available in all areas or at the rates, speeds, or bandwidth generally marketed. Provider provides products and services on a per line basis (not per device basis). Subscriber acknowledges and agrees that the performance of Provider's products and services will vary depending on a number of factors such as the number, type, and configuration of devices and the manner in which the devices use Provider's network. The speed of Provider's products and services will vary based on network or internet congestion, Subscriber's computer configuration, the condition of the voice, video or data lines, and the wiring inside Subscriber's location. Provider reserves the right, at any time, with or without prior notice to Subscriber, to restrict or suspend Provider's products or services to perform maintenance activities and to maintain session control.

4. Provider's products and services are only offered and delivered to the service address designated by Subscriber at the time Subscriber subscribes to service. Once Provider performs the installation at the service address, Subscriber may not change the service address. If Subscriber moves from the service address to another residence in an area in which Provider provides service, Subscriber may request Provider to transfer services to the new address. Transfer fees, installation fees, contract renewal, or a new contract may be required to transfer service addresses. Provider reserves the right to deny any transfer requests for any reason.

C. Charges and Payments.

1. Agreement to Pay and Prices. Subscriber hereby agrees to pay Provider for the products and services to which Subscriber has subscribed and for the products and services that Subscriber uses. Subscriber hereby agrees to pay all surcharges, recovery fees, activation fees, installation fees, set-up fees, equipment fees, early termination fees, and other recurring and nonrecurring fees, as applicable. Subscriber hereby acknowledges and agrees that Subscriber is responsible for the use of Provider's products

or services, whether by Subscriber or someone using Subscriber's account with or without Subscriber's permission.

2. Pay By Due Date. Subscriber hereby agrees to pay all bills and invoices on or before the due date listed on the bill or invoice. If Subscriber elects to pay any bills or invoices with an automatic credit card charge or ACH transaction, Subscriber agrees and acknowledges that Provider may

charge Subscriber's credit card or process the ACH transaction before the due date listed on the bills or invoices including, but not limited to, the statement date of the bills or invoices. Subscriber agrees to pay all bills and invoices in U.S. currency. Provider does not waive its right to collect the full amount due if Subscriber pays late or pays only part of the amount due, even if Subscriber writes "Paid in Full" or similar words on any correspondence or payment to Provider.

3. Late Fees and Collections Fees. If Subscriber fails to pay a bill or invoice on or before the due date listed on the bill or invoice, Provider may, as allowed by law, charge a late fee of \$10 per month while there is a past due amount or 2% per month of the past due amount, whichever is greater. If state or federal law requires a different fee or interest rate, Provider will charge that amount and apply that rate. In the event any amount(s) is/are referred to a third party debt collection agency, Subscriber hereby agrees, that in addition to any other amount(s) allowed for by law (such as interest, court costs, reasonable attorney's fees, etc.), Subscriber will also be responsible for a collection fee of up to 40% of the principal amount(s) owed as allowed by Utah Code Annotated, sec. 12-1-11.

4. Returned Checks. If Subscriber's check, bank draft, or electronic funds transfer is returned for insufficient funds or if Subscriber's credit card fails to honor any charges, Provider may charge Subscriber an additional fee of up to \$50.00. If state or federal law requires a different fee, Provider will charge that amount.

5. Prepaid Services. Provider offers services, except voice long distance and video on demand charges, on a prepaid basis only. Accordingly, Provider will bill and collect payment for products and services, except voice long distance usage and video on demand charges, in advance. To determine the charge for voice long distance usage, Provider will round up to the next full minute for any fraction of minutes used.

6. Format of Bill. Provider will determine the format of the bills or invoices and the billing period for Subscriber. Provider may change both the format of the bills or invoices and the billing period from time to time with or without notice to Subscriber.

7. Billing Disputes. Except as may be required by any applicable laws or regulations, any and all billing inquiries or disputes must be referred to Provider within 30 days from the date the disputed charges first appeared on Subscriber's bill or invoice. Subscriber shall pay Provider the undisputed portion of the bill on or before the due date to avoid disconnection of services for non-payment. Subscriber may contact Provider by sending an email to help@senawave.com, by calling (801) 217-9000, or by sending a correspondence to Senawave Billing Department, 2607 Decker Lake Blvd #100, Salt Lake City, UT 84119. If Subscriber fails to dispute a charge within 30 days from the date the disputed charge first appeared on Subscriber's bill or invoice, Subscriber will be deemed to have accepted and acknowledged the charge as correct and accurate.

D. Price Changes.

Provider may change prices and charges associated with its Standard Offerings and Promotional Offerings from time to time. Price changes shall be effective on the first day of the month following the month in which Provider provides notice of the price change. Notice will be considered given and effective on the date Provider posts such notice on its website or on the date it provides written or electronic notice to Subscriber. If Provider increases its prices and charges for its Promotional Offerings (not including any Standard Offering upon which a Promotional Offering may be based) during the promotional period by more than 15% per year, Subscriber may terminate service without incurring an early termination fee. Subscriber, however, must pay for services used prior to termination. By continuing to use Provider's products or services after any price and charge changes are in effect, Subscriber accepts and agrees to all price and charge changes.

E. Terms and Conditions Revisions.

Provider may revise and modify the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference). Revisions to this Agreement shall be effective on the first day of the month following the month in which Provider provides notice of the material revisions. Notice will be considered given and effective on the date Provider posts such notice on its website or on the date it provides written or electronic notice to Subscriber. If Subscriber does not agree with Provider's revisions, Subscriber must immediately terminate Subscriber's subscription in accordance with this Agreement. By continuing to use Provider's products or services after revisions are in effect, Subscriber accepts and agrees to all revisions.

F. Taxes and Other Charges.

Subscriber agrees to pay all taxes, fees, surcharges and other charges that Provider bills Subscriber for products and services unless Subscriber produces satisfactory documentation demonstrating that Subscriber is exempt from such taxes, fees, surcharges, and other charges. Taxes and surcharges will be in the amounts that federal, state, and local authorities require or allow Provider to bill Subscriber. Provider will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

G. Credit Checks and Security Deposits.

Subscriber hereby gives Provider permission to obtain Subscriber's credit information from consumer credit reporting agencies at any time. Subscriber agrees that Provider may require Subscriber to make a security deposit as a condition of Provider providing products or services to Subscriber if Provider, in its sole and absolute discretion, determines that Subscriber's credit history or rating is questionable. Provider will pay interest on deposits to Subscriber as required

by applicable law.

H. Refunds.

To the extent permitted by applicable law and regulations, Provider does not provide refunds and all sales are final.

I. Equipment.

1. Subscriber hereby agrees to use only Provider's approved equipment to connect to Provider's network and to use Provider's products and services. Subscriber hereby agrees to use such equipment only for its intended purposes and to connect video equipment only to ports labeled by Provider as "video", voice equipment only to ports labeled by Provider as "voice", and data equipment only to ports labeled by Provider as "data." Provider shall not be liable for any damage to any equipment that Subscriber connects to Provider's network or uses to use Provider's products.

2. Subscriber understands and acknowledges that some of Provider's products and services (i.e., data service) may require Subscriber to use Subscriber's own equipment (i.e., personal computer) to take full advantage of Provider's products and services. Provider will not be liable for Subscriber's inability to use, partial use, or diminished use of Provider's products or services due to the failure or inability of Subscriber to provide, furnish, or properly use the necessary equipment. Provider will not be liable for Subscriber's inability to use, partial use, or diminished use of Provider's products or services due to the failure of any equipment supplied or provided by Subscriber. Subscriber remains liable for all prices and charges associated with the products or services provided by Provider regardless of whether Subscriber actually uses the products or services.

3. Equipment that Provider supplies to Subscriber shall remain at all times property of Provider. Nothing in this Agreement shall be construed as transferring any interests in Provider's equipment and property to Subscriber. Provider reserves the right to change, modify, update, or otherwise alter Provider's equipment at any time. Subscriber hereby agrees to not use any of Provider's equipment for any purposes other than to use Provider's products and services pursuant to this Agreement. Subscriber agrees to not allow anyone other than Provider to service or repair Provider's equipment. Subscriber hereby agrees that Subscriber will not attempt to sell, transfer, lease, encumber, or assign all or part of any of Provider's equipment to any third party.

4. Subscriber hereby authorizes Provider and its employees, agents, contractors, and other representatives to enter the premises where Provider's equipment is located to install, inspect, maintain, service, repair, or remove any of Provider's equipment. Provider shall make reasonable efforts to arrange a mutually agreeable date and time with Subscriber for entrance onto

Subscriber's premises. Subscriber hereby represents and warrants that Subscriber is the owner or tenant of the premises where Provider's equipment is located and that Subscriber has authority to grant access to such premises. If Subscriber does not have authority to grant such access, Subscriber hereby agrees to immediately provide Provider with the name, address, and contact information of the person with authority to grant access. Provider will not be liable to Subscriber for any claims or damages arising from Provider's inability to access its equipment. Subscriber hereby agrees to indemnify, defend, and hold harmless Provider and its affiliates and agents against all claims and expenses arising from Provider's entrance onto such premises.

J. Unreturned Equipment Charges.

Subscriber hereby agrees to return to Provider all of Provider's equipment that Subscriber uses or rents from Provider within 10 days of the date Subscriber's services are terminated. If Subscriber fails to return to Provider all of Provider's equipment that Subscriber uses or rents from Provider within 10 days of the date Subscriber's services are terminated, Provider may charge Subscriber an unreturned equipment charge and a late fee of 10% of the total unreturned equipment charge. Subscriber authorizes Provider to charge Subscriber's credit card account on record in the amount determined by Provider for any unreturned equipment if Subscriber has not returned the equipment within 10 days of the date Subscriber terminates services. Upon return of all of Provider's equipment, Provider may refund any unreturned equipment charge that Provider assessed against Subscriber at Provider's discretion. Provider will not refund any late charges. Unreturned equipment charges are subject to change without notice and can be found on the standard pricing page www.senawave.com/returnequipment

K. Downgrades and Termination.

1. Downgrades. A downgrade of service from any type of promotion or discount will result in a downgrade fee and the loss of any discount off of the standard rates, including but not limited to promotional discounts, promotional offerings, manager's discounts, bundle discounts, etc. If Subscriber maintains at least 2 services after the downgrade, Subscriber is eligible to receive up to a \$10 discount off of the standard rates for the remainder of the contract. However, Subscriber will not be eligible for any new promotional discounts or offers until the end of the term of the contract. Subscriber shall be obligated to pay a downgrade fee. Downgrade fees are subject to change without notice and can be found on the standard pricing page.

2. Default and Termination. Subscriber or Provider may terminate this Agreement during a term only for cause (un-cured material breach) after giving 30 days prior written notice with no further obligations. For purposes of this Agreement, "cause" shall mean any un-cured material breach of the term of this Agreement. Prior to any party having the ability to terminate for cause, the injured party shall be required to give written notice to the breaching party of any alleged breach giving

cause and allow 30 days for the breaching party to cure such breach. Notwithstanding the foregoing, in the event of the failure by Subscriber to make payment on or before the bill due date, Provider shall, at its option, have the right, upon 3 days prior written notice, to terminate the services previously provided under this Agreement. If Provider terminates this Agreement WITH cause or Subscriber terminates this Agreement WITHOUT cause, Provider is entitled to all collection expenses, attorney's fees and costs. If Subscriber terminates this Agreement WITH or WITHOUT cause, Subscriber must sign and complete Provider's Cancellation Request Form in order for the cancellation to be processed. Termination shall be effective up to 30 days after Provider receives Subscriber's signed cancellation form. Subscriber will continue to be billed for services until termination becomes effective. In the event of termination of services by Provider WITH cause or by Subscriber WITHOUT cause, Subscriber shall also pay the charges set forth below:

3. For termination prior to installation of service and after execution of this Agreement, early termination charges shall be for any expenses incurred by Provider through termination, including but not limited to installation, provisioning, and equipment purchase costs.

4. For termination after the installation of service and after execution of this Agreement, Subscriber shall be obligated to pay early termination fees if applicable. Early termination fees are subject to change without notice and can be found on the customer contract and on the Provider's website www.senawave.com/billing/earlytermination

5. In all cases of termination by Provider WITH cause or by Subscriber WITHOUT cause, in addition to the charges identified in section 3 and 4 above, Subscriber shall pay for services actually received, repay Provider for any and all credits, discounts, and/or waived installation costs received in anticipation of a long-term Agreement, and reimburse Provider for the reasonable costs it incurred in setting up Subscriber's service (including the costs of any equipment installed and not returned in "as new" condition). Subscriber agrees that the early termination fee(s) still applies if Subscriber moves out of an area in which Provider provides services. Subscriber also agrees that Provider's damages for early termination would be difficult to determine, and that the termination fee(s) constitutes a reasonable estimate of appropriate liquidated damages and that such is not a penalty.

L. Suspension and Discontinuance of Services.

To the extent permitted by law or regulation, Provider may, without notice, limit, suspend, discontinue, or terminate products or services that Provider provides to Subscriber if:

1. Subscriber is in breach of any of the terms of this Agreement, including Provider's Acceptable Use Policy, Privacy Policy, or Electronic Billing Notice, or is in breach of any payment obligations with respect to Provider's products or services, or if charges owed by Subscriber to Provider are

past due;

2. Subscriber's use of Provider's products or services is prohibited by law or is disruptive to, adversely impacts, or causes a malfunction of the products or services, Provider's network, or the use and enjoyment of others;
3. Provider is required by a judicial, legislative, or regulatory body of competent jurisdiction to suspend or terminate Subscriber's products or services;
4. A ruling, regulation, or order is issued by a judicial, legislative, or regulatory body that conflicts with this Agreement;
5. Provider, for any reason, ceases to offer products or services in whole or in part;
6. Subscriber no longer meets the prerequisites for the products or services;
7. Subscriber or any user of Subscriber's service or any authorized contact on Subscriber's account threatens Provider's representatives, uses vulgar and/or inappropriate language toward Provider's representatives, spams or engages in any other abusive messaging or calling;
8. Provider takes actions to prevent or to protect against fraud or to otherwise protect Provider's personnel, agents, facilities, or services;
9. Subscriber uses, or attempts to use, Provider's products or services for commercial, business, or other non-residential purposes; or
10. For any good cause. Provider shall have sole discretion in its determination of whether any of the aforementioned conditions are met or satisfied.

M. Reconnect Fee.

If Subscriber desires to restore any products or services after Provider limits, suspends, discontinues, or terminates such products or services or after Subscriber terminates any such products or services, Provider may charge and Subscriber agrees to pay a reconnect fee to restore such products or services. Reconnect fees are subject to change without notice and can be found at Provider's website (www.senawave.com).

N. Repair or Service.

Provider reserves the right to suspend or otherwise interrupt Provider's products or services to make necessary repairs or changes in Provider's facilities. Provider may refuse to repair products or services if Provider determines that the conditions at Subscriber's premises are unsafe for Provider or Provider's agents or representatives.

O. Network Management.

Provider reserves the right to use, copy, display, store, transmit, and reformat data transmitted over Provider's network and to distribute such content to any of Provider's servers for back-up and maintenance purposes. Provider reserves the right to block or remove any unlawful content that Subscriber stores on or transmits to or from any of Provider's servers. Provider does not guarantee the protection of Subscriber's content or data located on Provider's servers or transmitted across Provider's network (or other networks) against loss, alteration or improper access. Provider measures and monitors network performance and the performance of Provider's products, services, and network. Provider also accesses and records information about Subscriber's computer and equipment profile and settings and the installation of software that Provider provides. Subscriber hereby agrees to permit Provider to access Subscriber's computer and equipment and to monitor, adjust, and record such data, profiles, and settings for the purpose of providing products and services. Subscriber also agrees and consents to Provider's monitoring of Subscriber's internet connection and network performance and to Provider's accessing and adjusting Subscriber's computer settings as they relate to Provider's products and services. Subscriber agrees that Provider may limit, adjust, or otherwise modify Subscriber's internet connection.

P. Limitations on 911 Emergency Response Services and Telephone Numbers.

1. PROVIDER'S LIABILITY TO SUBSCRIBER, TO ANYONE DIALING 911 USING PROVIDER'S PRODUCTS OR SERVICES, OR TO ANY OTHER PERSON OR PARTY, FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, OMISSIONS, DELAYS, DEFECTS, OR FAILURES OF 911 SERVICES, WHETHER CAUSED BY PROVIDER'S NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF PROVIDER'S CHARGES FOR SUCH SERVICES DURING THE AFFECTED PERIOD OF TIME. THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATIONS CONTAINED IN THIS AGREEMENT

2. SUBSCRIBER HEREBY AGREES THAT A PRODUCT OR SERVICE OUTAGE DUE TO SUSPENSION OF SUBSCRIBER'S ACCOUNT AS A RESULT OF BILLING ISSUES, WILL PREVENT ALL PRODUCTS AND SERVICES, INCLUDING 911 EMERGENCY RESPONSE SERVICES.

3. SUBSCRIBER AGREES THAT ANY 911 CALLS MADE USING PROVIDER'S PRODUCTS OR SERVICES MAY BE SUBJECT TO THIRD PARTY UPSTREAM CARRIER ACTIONS, NETWORK CONGESTIONS AND/OR REDUCED ROUTING OR PROCESSING SPEED. IF SUBSCRIBER HAS CALL FORWARDING, DO NOT DISTURB, SIMULTANEOUS RING, OR OTHER FEATURES PROGRAMMED AND IN USE AT THE TIME SUBSCRIBER DIALS 911 AND SUBSCRIBER'S CALL IS INTERRUPTED, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO CALL BACK SUBSCRIBER AT THE PHONE FROM WHICH SUBSCRIBER DIALED

4. SUBSCRIBER HEREBY ACKNOWLEDGES AND AGREES THAT 911 CALLS AND VOICE-OVER-INTERNET-PROTOCOL ("VOIP") CALLS MADE ON PROVIDER'S NETWORK OPERATE DIFFERENTLY THAN TRADITIONAL PHONE SERVICES AND DEPEND ON, AMONG OTHER THINGS, POWER SUPPLY, CONNECTIVITY TO THE NETWORK, AND SUBSCRIBER PROVIDED INFORMATION. IF THE POWER SUPPLY TO ANY VOICE EQUIPMENT IS INTERRUPTED, SUBSCRIBER WILL NOT BE ABLE TO MAKE 911 CALLS AND, ONCE THE POWER SUPPLY IS RESTORED, SUBSCRIBER MAY BE REQUIRED TO RESET, RECONFIGURE, OR REBOOT EQUIPMENT TO MAKE 911 CALLS. PROVIDER SHALL NOT BE LIABLE FOR SUBSCRIBER'S FAILURE TO MAKE 911 CALLS DUE TO A POWER FAILURE. IF SUBSCRIBER'S CONNECTION TO PROVIDER'S NETWORK IS INTERRUPTED (i.e., IF SUBSCRIBER UNPLUGS THE NETWORK CONNECTION), SUBSCRIBER WILL NOT BE ABLE TO MAKE 911 CALLS. PROVIDER SHALL NOT BE LIABLE FOR SUBSCRIBER'S FAILURE TO MAKE 911 CALLS DUE TO LACK OF NETWORK CONNECTIVITY. IF SUBSCRIBER FAILS TO PROVIDE ACCURATE INFORMATION TO PROVIDER, SUCH AS LOCATION INFORMATION, EMERGENCY SERVICES MAY NOT OPERATE PROPERLY AND EMERGENCY PERSONNEL MAY NOT BE ABLE TO LOCATE SUBSCRIBER. PROVIDER SHALL NOT BE LIABLE FOR SUBSCRIBER'S FAILURE TO MAKE 911 CALLS OR FOR FAILURE OF PROPER OPERATION OF EMERGENCY SERVICES CALLS DUE TO INACCURATE SUBSCRIBER INFORMATION

5. SUBSCRIBER HEREBY ACKNOWLEDGES AND AGREES THAT SUBSCRIBER HAS NO RIGHTS OR CLAIM TO ANY TELEPHONE NUMBERS OR EMAIL ADDRESSES THAT PROVIDER MAY ASSIGN TO SUBSCRIBER AND THAT PROVIDER MAY REVOKE, MODIFY, CHANGE OR REASSIGN ANY TELEPHONE NUMBER OR EMAIL ADDRESS AT ANY TIME. SUBSCRIBER ALSO ACKNOWLEDGES AND AGREES THAT PROVIDER WILL USE ITS BEST EFFORTS TO PROTECT FROM DISCLOSURE TELEPHONE NUMBERS THAT SUBSCRIBER REQUESTS TO BE "UNLISTED", BUT THAT PROVIDER SHALL NOT BE LIABLE FOR ANY RELEASE OR DISCLOSURE OF ANY TELEPHONE NUMBER TO ANY THIRD PARTIES.

Q. Limitation of Liability and Disclaimer of Warranties.

1. PROVIDER PROVIDES PRODUCTS AND SERVICES ON AN "AS IS" OR "AS AVAILABLE" BASIS WITH ALL FAULTS. PROVIDER AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING PROVIDER'S PRODUCTS AND SERVICES. PROVIDER DOES NOT WARRANT THAT IT'S PRODUCTS AND SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT,

DATA, OR INFORMATION.

2. IN NO EVENT SHALL PROVIDER AND IT'S OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF REVENUE, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE PROVIDER'S PRODUCTS OR SERVICES REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. IN NO EVENT SHALL PROVIDER AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS BE LIABLE FOR ANY CLAIMS AGAINST SUBSCRIBER BY ANY OTHER PARTY

3. PROVIDER SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE PRODUCTS OR SERVICES, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: a. ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY; b. EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION, OR MODIFICATION; c. EQUIPMENT, NETWORK, OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO SUBSCRIBER; OR d. ANY OTHER CAUSE THAT IS BEYOND PROVIDER'S CONTROL

4. PROVIDER'S LIABILITY FOR ANY FAILURES OR MISTAKES SHALL IN NO EVENT EXCEED PRODUCT AND SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

5. TO THE EXTENT ALLOWED BY LAW, THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES.

6. PROVIDER RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST SUBSCRIBER PERTAINING TO SUBSCRIBER'S USE OR MISUSE OF PROVIDER'S PRODUCTS AND SERVICES OR FOR SUBSCRIBER'S BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE PRODUCTS OR SERVICES).

7. NEITHER PROVIDER NOR IT'S OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS WILL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO PROVIDER'S OR SUBSCRIBER'S TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, OR DESTRUCTION OF SUBSCRIBER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION, REGARDLESS OF WHETHER SUCH

DAMAGES OCCUR AS A RESULT OF PROVIDER'S NEGLIGENCE.

8. SUBSCRIBER IS SOLELY RESPONSIBLE FOR MANAGEMENT OF SUBSCRIBER'S INFORMATION AND DATA. SUBSCRIBER AGREES THAT PROVIDER IS NOT RESPONSIBLE FOR THE LOSS OF SUBSCRIBER'S DATA OR FOR THE BACK-UP OR RESTORATION OF SUBSCRIBER'S DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON PROVIDER'S SERVERS OR EQUIPMENT. SUBSCRIBER SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON PROVIDER'S OR ANY THIRD PARTY'S COMPUTERS OR EQUIPMENT.

9. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT PROVIDER IS NOT RESPONSIBLE FOR INVALID INTERNET DESTINATIONS, TRANSMISSION ERRORS, OR THE CORRUPTION OF SUBSCRIBER'S DATA. PROVIDER DOES NOT GUARANTEE SUBSCRIBER'S ABILITY TO ACCESS ALL WEBSITES, SERVERS, OR OTHER FACILITIES OR THAT PROVIDER'S PRODUCTS OR SERVICES ARE SECURE OR WILL MEET SUBSCRIBER'S NEEDS.

10. SUBSCRIBER ACKNOWLEDGES THAT PROVIDER'S PRODUCTS AND SERVICES MAY ALLOW ACCESS TO INFORMATION THAT MAY BE SEXUALLY EXPLICIT, OBSCENE, OR OFFENSIVE OR OTHERWISE UNSUITABLE FOR CHILDREN. SUBSCRIBER AGREES THAT THE SUPERVISION OF THE USE OF PROVIDER'S PRODUCTS AND SERVICES BY CHILDREN IS SUBSCRIBER'S RESPONSIBILITY AND THAT PROVIDER IS NOT RESPONSIBLE FOR ACCESS BY SUBSCRIBER OR ANY OTHER USERS TO OBJECTIONABLE OR OFFENSIVE MATERIALS OR CONTENT.

11. SUBSCRIBER AGREES THAT PROVIDER IS NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, QUALITY, COMPLETENESS, USEFULNESS, OR VALUE OF ANY CONTENT, ADVICE, OPINIONS, OR INFORMATION THAT SUBSCRIBER MAY ACCESS THROUGH OR OVER PROVIDER'S PRODUCTS, SERVICES, OR NETWORK. PROVIDER DOES NOT REVIEW WEBSITES LINKED TO OR FROM ANY OF PROVIDER'S PRODUCTS OR SERVICES AND PROVIDER WILL NOT BE RESPONSIBLE FOR ANY LOSSES SUBSCRIBER INCURS FROM THIRD PARTY WEBSITES.

R. Indemnification.

Subscriber agrees to defend, indemnify, and hold harmless Provider from and against any and all claims, losses, damages, fines, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, related to or arising from:

1. Any violation of applicable laws, regulations or this Agreement by Subscriber (or any parties that use Subscriber's account, with or without permission);
2. Negligent acts, errors, or omissions by Subscriber (or any parties that use Subscriber's

account, with or without permission);

3. Injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement;

4. Claims for infringement of any intellectual property rights arising from the use of Provider's products or services, software, or the internet;

5. The absence, failure, or outage of Provider's products or services, including 911 emergency response services, and/or the inability of Subscriber or any third party user of Subscriber's account to be able to access emergency response center personnel.

S. Survivability.

All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration.

T. Force Majeure.

Provider will not be liable for delays, damages, or failures in performance due to causes beyond Provider's reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, or other labor-related disputes, or other things that Provider does not control, or an inability to obtain necessary equipment or services.

U. Assignment and Third Party Beneficiaries.

Provider may assign all or any part of this Agreement without notice and Subscriber agrees to make all subsequent payments as directed. This Agreement is not for the benefit of any third party except Provider's parents, affiliates, subsidiaries, agents, predecessors, and successors in interest.

V. Severability.

If any of the terms or conditions in this Agreement are held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.

W. Choice of Law and Jurisdiction.

Subscriber hereby agrees that the substantive laws of the State of Utah, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement.

SUBSCRIBER HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF

AND VENUE IN A COURT LOCATED IN SALT LAKE COUNTY, UTAH, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, any cause of action or claim Subscriber may have with respect to Provider's products and services must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.

X. Change in Law.

Provider reserves the right to modify its products and services at any time without notice to reflect any change in any governing law, underlying network service, or component affecting Provider's products or services.

Y. Waiver.

Provider's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.

Z. Entire Agreement.

This Agreement, including all attachments and all other policies which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between Provider and Subscriber with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by Subscriber to this Agreement, or any additional or different terms in Subscriber's Customer Activation Form, purchase orders, acknowledgements or other documents, written or electronic, are void. In the event that any term or condition on the Customer Activation Form conflicts with the terms and conditions on Provider's website (www.senawave.com), Provider's website governs.

AA. Intellectual Property

Provider's products and services and any firmware or software used to provide Provider's products and services or otherwise provided to Subscriber are protected by trademark, copyright, or other intellectual property laws and international treaties. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names of Provider are and shall remain the exclusive property of Provider and nothing in this Agreement shall be construed as giving or granting Subscriber the right to use such marks. Subscriber acknowledges that Subscriber is not given any license to use any firmware or software other than a revocable, nontransferable license to use such firmware or software (without making any modifications thereto) strictly in accordance with the terms and conditions of this Agreement and only in conjunction with using Provider's products and services. Subscriber shall not attempt to reverse engineer, modify, hack, alter, or in any way replicate or change any of Provider's products or

services including, but not limited to, any firmware or software that Provider allows Subscriber to use to receive Provider's products or services.

AB. Content.

Subscriber is liable for any and all liability that may arise out of the content transmitted by or to Subscriber using Provider's products or services. Subscriber shall assure that Subscriber's use of Provider's products and services complies at all times with all applicable laws, regulations, and instructions for use.

Senawave reserves the right to modify the Privacy Policy at any time without notice.