OptimERA Network Terms and Conditions

The following terms and conditions ("Terms" or "Agreement") constitute your agreement governing any network services, cellular service, data service, technical services, or any telecommunications services or equipment provided to you by OptimERA, Inc., or one of its affiliates ("Company," "we," or "us") to you ("Customer", "you", or "your"). Services we may provide you include voice calling, Mobile Data, dedicated Business connections, residential Broadband connections, Hotspot Internet access, Broadband (high-speed Internet access service) ("Internet Service") (collectively referred to as "Services"). The voice quality and Internet Service speeds will vary based on where you are when using the Services, additional service level agreements, and other factors, such as weather and network congestion.

PRICES, BILLING, AND PAYMENT

Payment terms, details of the Services such as the amount of data or voice minutes included in each plan ("allowance"), and the charges for the Services, will be contained in your service plan or subscription and made available to you when you sign up for service or change your service plan. Descriptions of plans can also be found on our website, here: https://optimeranetworks.com/ . Depending on your plan and devices you purchase or lease, your charges may include an initial one-time charge, monthly charges, charges by the minute or megabyte for voice or data usage that exceeds your plan allowance, and/or early termination charges or fees if you agreed to a term contract. In addition to service and device charges, any and all sales or other applicable (i) taxes, (ii) surcharges, or (iii) government levies which are applicable to the provision of Services or equipment, shall be borne by Customer. Customer is responsible for all charges incurred that are not provided as part of Customer's service plan including, but not limited to, international long-distance telephone charges, charges for using or downloading Internet apps or games, all charges relating to use of Customer's Account(s) to purchase goods or services using the Internet, and any fines or penalties arising from Customer's usage such as copyright violations. All Company invoices are due upon receipt and payable within thirty (30) days of the date of the invoice or the date stated on the invoice, whichever is earlier. Company may suspend or terminate access to Services Account(s) upon an indication of credit problems, including delinquent payments. Upon receipt of satisfactory payment and credit arrangements, service may be restored, provided that a service initiation fee equal to the fee for new customer will be charged.

USE OF SERVICE IS AGREEMENT

When You order, request, or use any of our Services, you are deemed to have read and agreed to these Terms and all Company policies posted on our website (found here: https://legal.optimeranetworks.com/), whether you sign a document or not. The Company may modify these Terms and other policies from time to time at its discretion. Notice of such changes

to prices or Terms will be provided by email, text message, or bill notice or insert, normally thirty days and at least 14 days in advance of the effective date. Your continued payment for and use of the Services after the effective date constitutes your agreement to the change(s). If you are subject to a one year contract, any price increases will not take effect until after the end of your one year term. Policies may be changed and updated without express notice, but notice will be given by posting on Company websites. Changes to these Terms and Company policies can only be made in writing as described in this section and will not be and may not be modified orally.

TERM OF SERVICES AND EARLY TERMINATION FEES

Except as otherwise agreed by you and us, your Services are provided on a month-to-month basis. If you terminate service in the middle of a month you will not be given a refund or credit for the unused period. Customers who opt in to a 12 month contract for a discounted rate and terminate Services sooner than 12 months will be charged an early termination fee equal to 50% of the contract days remaining of the original 365 day contract times the effective daily rate of the contract.

ACCEPTABLE USE POLICY

Use of Services is expressly limited to Customer and Customer's immediate family or direct employees (an authorized "User") only. Sharing or resale of Services is strictly prohibited. All uses of the service must be lawful and for lawful purposes and not harmful to the Company, the network, or other customers. If a Customer violates this policy, such as by copyright infringement, Services may be suspended or terminated. Customers are not allowed to use certain servers and applications that can slow down the Service for all users, such as gaming servers and file sharing applications.

MESSAGE SERVICES

Messaging services (including SMS, MMS, and RCS) are intended for consumer to consumer traffic only. Commercial use of the service, for example messaging related to marketing or other commercial purposes, is prohibited unless authorized by us in advance. Unauthorized commercial use may result in the termination of contract or blocking of message delivery, and you are responsible for any fees intermediate partners or recipient carriers assess as a result of unauthorized use. Your message content may be scanned at any time by us, by intermediate partners, or by the recipient network to detect unauthorized usage. We specifically discourage the use of SMS or MMS for any private or confidential information whatsoever, whether on our or any other mobile network, as that privacy does not exist at the technological level. It is an inherently insecure medium.

If you need commercial messaging, contact us at https://optimerainc.com/contact/ and we can work with you to understand the requirements and may be able to help you establish registered commercial messaging for your application.

EXCESS ROAMING

Customers who use or cause excessive roaming voice or data usage in a month may have their Services suspended or restricted. Regardless, Customers are responsible for any excess roaming costs or charges. "Roaming" is usage when you are not on the Company's home network, which is limited to portions of Unalaska Island, Alaska. "Excessive" use is determined based on your service plan or subscription. If you have questions about excess use, contact the Company.

DEVICES

The Company and/or Customer may provide equipment, such as handsets, tablets, or hotspots, antennas, radios, routers, switches, and/or software necessary to connect to the Services, provided that they are compatible with the Company's network and are not harmful. The Customer is fully responsible for all equipment and software it provides.

WARRANTY DISCLAIMERS

Company Services and devices are provided on an "as is, as available" basis. Your service performance and availability may be affected by a number of factors outside our control, including: the particular websites, browser or device you use to access; capacity in the voice or data networks beyond Company's network; your handset or other devices connected to Internet Service; and weather and blocking objects such as buildings or vegetation. The Company disclaims any and all warranties with regard to the Services (whether express or implied) or devices, including without limitation: any implied warranties of merchantability, fitness for a particular purpose, infringement or title; any warranty of the accuracy, completeness or validity of the data or information communicated through the Services; and any warranty of the continuous availability of the Services, or that the Services will be uninterrupted or error free. If your device is covered by a manufacturer's warranty, you may be able to obtain repair or replacement by the manufacturer.

LIMITATIONS OF LIABILITY

Under no circumstances and under no legal theory (whether tort, contract or otherwise) shall Company be liable for any indirect, special, incidental or consequential damages whatsoever (including, without limitation, damages for business interruption, loss of profits, goodwill or information) arising out of or relating to Company's Services (including, without limitation, use

or inability to use the Services), even if Company has been advised of the possibility of such damages. Without limiting the foregoing, under no circumstances shall Company's cumulative liability to Customer exceed the service charges paid by customer to Company for the Services during the six (6) months immediately preceding the event for which liability is claimed.

SECURITY AND PRIVACY

Company's current CPNI (Customer Proprietary Network Information) and Privacy Policies can be found here: https://legal.optimeranetworks.com/. Customer is hereby warned that some sites accessible via the Internet Services allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. The Company is not responsible for Customer's or User's inadvertent or deliberate access to such material and cannot prevent access of such materials. The Company is not obligated to store the contents of Customer's messages or data and is not obligated to produce copies of messages or data to Customer. Customer is solely responsible to back up and preserve all messages and data.

CUSTOMER DEFAULT

In the event Customer fails to pay the charges for any Services and Company attempts to collect an account in default then, in addition to any unpaid amounts, Company may recover any reasonable attorney fees incurred and/or collection agencies' fees and all costs of collection incurred by the Company. The application and interpretation of this Agreement shall be in accordance with the Laws of the State of Alaska and any applicable Federal law. Venue and jurisdiction for any arbitration related to this Agreement shall be Dutch Harbor, Alaska.

CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

CPNI is information we have because we provide your telecommunications service, such as the services you subscribe to, how and when you use them, the numbers you call, your location while using the service, and related billing details. Federal law requires us to protect this information, and you have a right to its confidentiality. We do not sell CPNI. We use it only as the law permits without your approval: to provide and bill for your Services, to tell you about your usage, plan limits, and options within the services you already buy from us, to protect our network and customers from fraud and abuse, and as otherwise required or permitted by law. We will not use CPNI for any other marketing unless we ask your permission first, and you may withdraw that permission at any time without affecting your Services. Our employees are trained in the proper handling of CPNI.

COPYRIGHT NOTICES OR VIOLATIONS

Customers shall not violate the rights of copyright owners, including copyrights of the Company and third parties. Violation or suspected violation of copyrights may result in suspension or termination of your Services. Details are found in our copyright policies, here: https://legal.optimeranetworks.com/

DISPUTE RESOLUTION

Arbitration/Waiver of Class Actions. If either of us has an issue which cannot be resolved without third party intervention, you and we both agree to submit to binding arbitration before the American Arbitration Association pursuant to its Expedited Procedures Rules. **This means that all disputes arising from or relating in any way to your Services, Internet Service, equipment, or use of our websites, whether under these Terms & Conditions or not, will be resolved through arbitration, not in court or through judge or jury**. **Moreover, to the fullest extent allowed by law both of us agree to waive any rights to pursue a claim arising from or relating to these Terms & Conditions or the Services as a class action; that is, you or we will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or entity**. The waivers in this section continue in force and effect after the termination of this Agreement.

SUSPENSION OR TERMINATION OF SERVICE

The Company, at its sole judgment, may immediately suspend or terminate a Customer's Services upon any breach or suspected breach of any of these Terms or other Company policies by Customer. Customer will remain responsible for any unpaid monthly charges or applicable early termination fees.