

8th Fire Communications
SERVICES CATALOG

Including:

Acceptable Use Policy
Battery Backup Notice
Copyright Infringement Policy
Data Privacy Policy
E911 VoIP Disclosure
Network Management Policy

January 1, 2025

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IDENTIFICATION OF SERVICES INCLUDED

These terms and conditions govern all services provided by 8th Fire Communications (the “Company”). Additional and/or Commercial services provided on a case-by-case basis shall be governed by the General Terms and Conditions herein in addition to any and all service-specific agreements and/or Order forms.

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OVERVIEW OF SERVICE CATALOG

These Terms and Conditions and (where applicable) the following additional documents (collectively, "Service Catalog") shall apply to all products and Services the Company provides to customers:

Pricing Schedules. A "Pricing Schedule" means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 4 of these Terms and Conditions or that is later executed by the parties and references these Terms and Conditions. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service specific terms and conditions.

Policies. A "Policy" means a Company policy that applies in accordance with its terms to any Service or Service capability within its scope, as may be modified by the Company from time-to-time. The Company's policies can be found in the attached Appendices and include the following:

- The Company's **Acceptable Use Policy**, included herein in Appendix A and referenced in Part 3 of these Terms and Conditions.
- The Company's **Battery Backup Policy**, included herein in Appendix B and referenced in Part 3 of these Terms and Conditions.
- The Company's **Copyright Protection Policy** regarding copyright infringement and infringement notices, included herein in Appendix C and referenced in Part 3 of these Terms and Conditions.
- The Company's **Data Privacy Policy**, included herein in Appendix D and referenced in Part 3 of these Terms and Conditions.
- The Company's **E911 VOIP Disclosure** relating to IP-enabled 911 Services, included herein in Appendix E and referenced in Part 3 of these Terms and Conditions.
- The Company's **Network Management Policy**, included herein in Appendix F and referenced in Part 3 of these Terms and Conditions.

Service Contracts. "Service Contracts" means service orders, service contracts, service level agreements, service-specific terms and conditions and similar documents signed by or provided to the customer containing specific descriptions, pricing and other terms and conditions for products, services or service components that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

PRIORITY OF SERVICE PUBLICATIONS

The order of priority of the Company's Service Catalog is:

- a. For prices: The applicable Pricing Schedule found at (a) the company's website; (b) the Price List in Part 4 of this service catalog; or (c) any service agreement signed by the customer.
- b. For Terms and Conditions: any applicable Service Agreement, Policies, and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

If a conflict exists among provisions of the Company's Service Catalog, such conflicts will be resolved in accordance with the preceding order of priority; provided that specific terms will control over general provisions and negotiated or added terms, conditions or pricing will control over standardized, published or non-negotiated terms, conditions and pricing.

CHANGES TO SERVICE CATALOG

Unless otherwise provided in your Service Catalog, the Company may revise its Service Catalog at any time. If the Company revises a Service Publication, the revision has a materially adverse impact on customer, and the Company does not implement revisions that remedy such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service or service components as provided in Part 1, Section 1.7.

1.1 APPLICATION OF TERMS

The General Terms and Conditions set forth in Part 1 of this Service Catalog apply to all products and services the Company provides customer pursuant to this Service Catalog and shall continue in effect so long as Services are provided under this Service Catalog. To the extent applicable to any service, services are also subject to the service-specific terms and conditions set forth in other Parts of this Service Catalog.

In the event of any conflict between these General Terms and Conditions and the service-specific terms and conditions set forth in other Parts of this Service Catalog, the service-specific terms and conditions shall control.

1.2 OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4 (7) Construction Charges.
2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustments will be made in the form of a bill credit. No other liability shall in any case attach to the Company.
3. Transmitting Messages – Security. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties, or assurances regarding the security of any system or network, or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with a customer's or user's use of service or the Company's network.

4. Use of Connecting Company Facilities. Facilities of other companies may be used in establishing connections to points not reached by this Company's facilities. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.
5. Defacement of Property. The Company or any authorized contractors shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason or act of an authorized contractor, or of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees. Notwithstanding the foregoing, customer acknowledges and agrees Company is not liable for any and all acts of its authorized contractors.
6. Limitation of Liability. The Company shall not be liable for any damages arising out of or relating to:
 1. service defects, service levels, delays or any service error or interruption, including interruptions or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
 2. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by customer or third parties;
 3. lost or altered messages or transmissions;
 4. unauthorized access to or theft, alteration, loss, or destruction of customer's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
 5. equipment, network or facility maintenance, upgrades, modifications or relocations;
 6. any loss, damage, failure, or impairment of service in connection with customer premise equipment and wiring, except that the company will replace faulty equipment at the company's expense. This will be the only remedy in this instance.
 7. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism, epidemic, pandemic, work stoppage, supply chain issues, civil commotion, blockade, revolution, insurrection, mobilization, strike, labor trouble, any labor, material, or transportation shortage or curtailment, government regulation, and government actions;
 8. service, equipment, network, or facility failure caused by the loss of power; or
 9. service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by customer (or its affiliates, users or third parties).
 10. Acts of Company's authorized contractors.
7. Indemnification. The customer indemnifies and thereby holds the Company harmless against all claims of liability, all costs and expenses such as attorney's reasonable fees as well as any related expert witness fees relating to or arising from your use of this Service (or anyone you allow to use this Service). This indemnification applies if you or anyone you allow to use the Service:
 - (a) In violation of applicable laws and/or this Agreement;
 - (b) To access the Internet or to transmit or post any message, information, software, images or other materials via the Internet;
 - (c) In any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or
 - (d) To infringe on anyone's intellectual property rights.

The customer indemnifies and holds the Company harmless against claims for libel, slander, or infringement of patents arising from combining such customer premise equipment and wiring with the facilities of the Company.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM CONCERNING SERVICES OR EQUIPMENT PROVIDED UNDER THIS SERVICE CATALOG, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID FOR THE SERVICES WE PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for service may be required to pay in advance of installation, the service connection, installation and/or construction charges and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its service, the Company may require any customer to establish and maintain credit in one or more of the following ways:
 - a. by authorizing a commercial credit check by the Company.¹
 - b. by furnishing credit references acceptable to the Company.
 - c. by advanced payment of service connection, installation, construction, and first monthly recurring service charges.

1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for service may be made orally, electronically, or in writing. These applications become contracts upon the establishment of the Services. Applicable recurring charges will appear on the first monthly bill statement, and non-recurring service and construction charges may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.
2. Access Rights. Customer will in a timely manner allow the Company access as reasonably required for the services to property and equipment that customer controls. This will be done at the customer's expense. Customer will ensure timely access for the Company as reasonably required for the services to property that is controlled by third parties such as Customer's landlord.

The Company will coordinate with and, except in an emergency, obtain customer's consent to enter upon customer's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for customer's connection to the Company's network.

Except as otherwise agreed by the Company, the customer must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as the Company reasonably requires for

¹ Companies who make use of commercial credit checks may incur reporting obligations under Red Flag Privacy reporting rules.

the services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer must provide the Company timely information and access to customer's facilities and equipment as the Company reasonably requires for the services, according to a mutually agreed schedule.

Company or its installation contractor will have all registered public utilities located prior to work. The customer is responsible for the accurate locating of any private (unregistered) underground lines on site marked 72 hours prior to the installation. Examples include propane tanks/gas lines, private water lines or electricity, private sewer lines, invisible dog fences, etc.

3. Safe Working Environment. Customer will ensure that the location at which the Company installs, maintains, or provides services is a safe working environment, free of Hazardous Materials or unsafe conditions, free of interference from persons or pets, and reasonably suitable for the services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. Customer will ensure that all pets, poultry, and livestock at the location are properly restrained prior to Company entry. Customer will also ensure that the working environment is free from obstructions, hazards, and interference. The Company shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
4. Alterations. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
5. Maintenance and Repairs. All maintenance and service repairs or facilities will be paid by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.
6. Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in these Terms and Conditions.
7. Construction Charges.
 - a. The Company may assess construction charges for the installation of facilities beyond the existing Company facilities.
 - b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
 - c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
 - d. Full payment of construction charges is required prior to the commencement of the work.
 - e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
 - f. Types of Network Additions governed by Construction charges may include:
 - 1) Line Extensions
 - 2) Temporary or Speculative additions
 - 3) Special Type or Request
 - 4) Real Estate Developments and Subdivisions

5) Multi-Dwelling Units or Apartment Complexes

8. Installation and Service Charges

- a. Service charges for Telephone and Broadband services apply to connect, move, or change each individual service and facilities according to the components of work required.
- b. The Company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.
- c. Please refer to Part 4 for a listing of our Service Charges.
- d. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
- e. Service Charges **do apply** for:
 - 1) Establishing service at the customer's request.
 - 2) Move of service from one premise to another at the customer's request.
 - 3) Account name changes at the customer's request.
 - 4) Changes of service type, features, etc. at the customer's request.
 - 5) Rearrangement or relocation of facilities at the customer's request.
 - 6) Reconnecting a service after disconnection for non-payment.
 - 7) Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- f. Service Charges **do not apply**:
 - 1) When any change is made and initiated by the Company.
 - 2) When Services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, including, but not limited to fire, flood, etc.

9. Minimum Contract Period

- a. Except as specified elsewhere in these Terms and Conditions, the minimum contract period is one (1) month from the date Service or additions to Service are established and the minimum charge is the authorized rate for one (1) month. For purposes of rate administration each month is considered to have thirty (30) days.
- b. The Company may require a contract period longer than one (1) month at the same location for unusual construction necessary to meet special demands and involving extra costs.

1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

- 1. Demarcation Point. Customers are connected to the Company's network at a point of demarcation. The demarcation point is either outside or inside the premises and is typically the location where the Company's network is terminated and grounded. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the customer's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to FCC rules, the National Electric Code, and Wisconsin rules and regulations.
- 2. Use of Customer Service
 - a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the

subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.

- b. Services must be used in compliance with applicable Service Catalog, including all applicable Company Policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with the Company's or another Service subscriber's use of the Company-provided network.
 - c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and the Company.
3. Connection of Customer Premise Equipment and Wiring
- a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
 - b. Customers may provide and install their own customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service and all other remedies available in equity or law.
 - c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
 - d. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment.
 - e. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete or requires modification of such equipment and wiring.
 - f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When Service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancellation or disconnection. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customer will be informed of when pick-up service is requested, and which will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of Service, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 4 of these Terms and Conditions.
 - g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by

the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 4 of these Terms and Conditions.

1.6 PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service. Unless otherwise agreed upon, all customers shall pay for services and facilities monthly in advance. All bills for services are due not less than twenty (20) days after the bill is rendered. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four (24) consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit. Failure to receive a bill does not relieve the customer of the responsibility for payment.
2. Application of Residence and Business Rates
 - a. Residence rates apply at the following locations:
 - i. In a private residence where business listings are not provided.
 - ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
 - iii. In college fraternity or sorority houses where individual access line service is provided.
 - b. Business rates apply at the following locations:
 - i. all locations that are not defined as a residence in (a) above.
 - ii. in any location where the listing of service at that location indicates a business, trade, or profession.
3. Taxes or Fees Billed to Customers
 - a. Except as otherwise expressly provided, pricing is exclusive of and customer shall be solely responsible for (i) applicable taxes (excluding those on the Company's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of service (ii) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the services and (iii) charges imposed in connection with governmentally imposed costs and fees (such as USF, PICC, payphone service provider compensation, E911 and telecommunications relay service charges, and charges authorized by the FCC and included in the Company's interstate tariffs) and the expenses incurred by the Company reasonably relating to such costs and fees.
 - b. The Company will bill and the customer shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from customer's failure to timely pay the taxes or other charges and fees), except to the extent customer provides a valid exemption certificate prior to the delivery of Services.
4. Service Check – Customer Premise Equipment and Wiring and Repairs
 - a. A service check will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.
 - b. Where feasible, customers will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.
 - c. No charges will be assessed when a service check is performed and:
 - i. The Company determines the trouble exists on the Company's side of the demarcation point; or

- d. Charges will be assessed when a service check is performed, and the customer requests the Company identify or repair any trouble on the customer's side of the demarcation point.
- 5. Late Payment Charges
 - a. All bills for which full payment has not been received or paid before the last date for timely payment may be subject to a late payment charge.
 - b. Late payment charges shall be as listed in Part 4.
- 6. Returned Check Charge
 - a. An administrative charge may be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Company.
 - b. Returned Check charges shall be as listed in Part 4.
- 7. Service Charge for Reconnection
 - a. Where service has been discontinued for non-payment of a due bill, applicable service charges as listed in Part 4 shall apply.
 - b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit as defined in Section 1.3, Establishment and Maintenance of Credit.
 - c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment as specified elsewhere in these Terms and Conditions.
- 8. Adjustment of Charges. In the event of an adjustment of charges for overbilling or underbilling by the Company, a correction (refund or charge) may be made of the full amount of difference for a period not to exceed ninety days. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

1.7 TERMINATION OR SUSPENSION OF SERVICE

- 1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:
 - a. **Non-Payment of Service.** If a customer fails to pay for the Service as agreed by the due date found on the bill and their failure to pay continues fifteen (15) days beyond that, the Company may terminate (or may suspend and later terminate) the affected service.
 - b. **Materially Adverse Impact.** If the Company revises a Service Publication, and the revision has a materially adverse impact on customer and the Company does not produce a revision that remedies such materially adverse impact within thirty (30) days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service on thirty (30) days' notice to the Company, given not later than ninety (90) days after customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (such as USF, PICC, E911 and telecommunications relay charges).
 - c. **AUP; External Service Threats; Government Action.** If customer fails to rectify a violation of the Acceptable Use Policy ("AUP") within the timeframe identified by the Company in the notice received from the Company, the Company may suspend the affected service. The Company reserves the right, however, to suspend or terminate immediately when: (i) the Company's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) the Company is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Company reasonably determines that (A) it may be exposed to sanctions, liability, prosecution

or other adverse consequences under applicable law if the Company were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of the Company's network or networks with which the Company is interconnected or may interfere with another customer's use of the Company's services, network or the Internet; or (c) such violation otherwise presents an imminent risk of harm to the Company, the Company's customers or its or their respective users or employees.

- d. **Fraud or Abuse.** The Company may terminate or suspend an affected service immediately by providing customer with as much advance notice as is reasonably practicable under the circumstances if customer, in the course of breaching any applicable terms of service: (i) commits a fraud upon the Company; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses the Company's network or service; (v) interferes with another customer's use of the Company's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward the Company or the Company's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
 - e. **Hazardous Materials/Unsafe Conditions.** If the Company encounters any Hazardous Materials, unsafe conditions, or interference from persons or pets at the service location, the Company may terminate the affected services or may suspend performance until customer removes and remediates the Hazardous Materials, unsafe conditions, or interference at customer's expense in accordance with applicable law.
 - f. **Withdrawal of Services.** The Company may discontinue providing a service by providing customer with as much advance notice as is reasonably practicable under the circumstances where the Company generally discontinues providing the service to similarly situated customers.
2. **Notice of Disconnection.** The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when (a) deposited in the U.S. mail with postage prepaid or (b) when sent electronically to the customer contact information on file. The final date shall be not less than fifteen (15) days after the notice is rendered. The notice will include a toll free or collect number where a customer can obtain additional information.

1.8 CUSTOMER COMPLAINTS AND DISPUTES

1. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person, via email, or in writing directed to the Company at any of its offices. The customer may at any point during resolution of the complaint seek review by a supervisor or manager to be determined by the Company.
2. If the complaint is related to VoIP Telephone Service as described in Part 2, upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to 8th Fire Communications at 71-388-0878.
3. In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the procedures listed following.
4. Within fifteen (15) days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis

of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.

5. The Company shall review the customer's statement of disputed charges and shall issue a written initial determination within fifteen (15) days after receipt to set forth the Company's proposed resolution of the dispute charges.
6. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within fifteen (15) days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
7. Within fifteen (15) days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
8. If the customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the customer's account shall be deemed to be past due, and subject to termination.
9. Submission to Jurisdiction. Company and Customer agree that the tribal courts of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States District Court for the Western District of Wisconsin located in Madison, WI and any appellate courts from any thereof shall have exclusive jurisdiction to enforce the Terms and Conditions and to decide any claims or disputes which may arise or result from, or be connected with, any breach or default of the Agreement or the Services provided hereunder, and all proceedings related to the foregoing shall be filed and maintained only in such courts. Company and customer agree to unconditionally and irrevocably submit to the exclusive jurisdiction of such courts the resolution of any such claim or dispute.

The Company and customer hereby unconditionally and irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to these Terms and Conditions or any of the Services contemplated hereby brought in any court specified in this Section 9, or any defense of inconvenient forum for the maintenance of such dispute. The Company and customer agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

VOIP TELEPHONE SERVICES

2.1 VOIP TELEPHONE SERVICE

1. General Information

- a. VoIP Telephone Service types are shown in paragraph 2 below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
- b. Additional Terms and Conditions applicable to VoIP Telephone Service are contained in Part 1 – General Terms and Conditions.

2. Services

- a. **Individual Access Lines** include:
Voice over Internet Protocol (VoIP)
SIP Trunk Line
- b. **Advanced and High-Capacity Services** include:
Hosted PBX Line
- c. **Service Descriptions**
 - i. **VOIP** may be purchased singly or in multiples.
 - ii. **Key System Service** is intended for use with multiline customer key system equipment.
 - iii. **PBX Trunk service** is intended for use with customer PBX equipment requiring ground start operation. In addition to premise-based PBX's included, hosted PBXs that rely on a managed service provider to perform PBX functions in 'the cloud' are also included.
 - iv. **High Capacity services** include multiple connections to the PSTN within the same service regardless of the technology used (Switched DS-1/PRI, ISDN Primary Rate Service, or SIP-Based Service/VoIP).
 - v. **Employees' Concession Telephone Service** may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.
 - vi. **Temporary or Vacation Suspension** is available for vacation purposes at a reduced rate upon customer request. This service is allowed when a customer is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management. No other service charges will apply for the suspension and subsequent restoration of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company. The minimum period for which this service may be provided is 90 days; the maximum is 180 days during any twelve (12) month period.

2.2 OPTIONAL CALLING SERVICES

We offer a number of optional calling services such as Caller ID, Call Forwarding, Call Waiting, and others. Please call our office or check our website here: <https://8thfirecommunications.com/caloptions> for more information on the services we offer. You may need to pay an additional charge for these services, and those charges are listed in the Service Price list in Part 4.

2.3 TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

1. Telephone Numbers

- a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
- b. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

1. Toll Blocking Service

- a. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks
- b. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
- c. Incoming calls are not restricted.

2.5 MISCELLANEOUS SERVICES

1. Off Premise Extensions

- a. Service includes the capability for extending standard Access Line service between premises.
- b. Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of the Company's network.
- c. Where offered, connections between separate premises will be made by installing separate VoIP Telephone Services at each location and arranging them to work as a single service.
- d. The Company may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.

2. Emergency Number Service

- a. The Company provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. The Company also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.
- b. The Federal Communications Commission (FCC) requires that the Company inform subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services. The FCC also requires the Company to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations on NG911 Service. Prior to installing or connecting any IP Services, the Company will provide the customer with an IP Technology 911 Disclosure for the customer's review and acknowledgement. If a customer does not acknowledge and return the disclosure promptly, the Company may be required by FCC rules to suspend service until a reply is received.

3. Other Service Offerings

The FCC requires the Company to provide N11 services for 3-digit dialing access to information services. The current list is provided below.

- 211 Health and Human Services – Community Information and Referral Services
- 311 Non-Emergency Police and Other Governmental Services
- 411 Local Directory Assistance
- 511 Traffic and Transportation Information
- 611 Repair Service
- 711 Telecommunications Relay Service (TRS)
- 811 One Call – Buried Utility Services Locating
- 911 Emergency
- 988 Suicide and Crisis Lifeline

4. Lifeline Assistance (if available)

- a. The Company may participate in the Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers.
- b. Lifeline is a federally funded reduction of the Federal End User Common Line Charge and a reduction of local service charges. The Federal Lifeline Credit shall be applied first to reduce the Federal End User Common Line Charge, with any remaining federal credit to be applied to reduce rates for residential service or fixed or mobile fixed broadband service that meets minimum service standards.
- c. Federal Universal Service Charge (FUSC) will not be billed to Lifeline customers.
- d. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
 - i. Toll Restriction Service will be provided to Lifeline subscribers at no charge.
 - ii. Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
 - iii. Lifeline subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.
 - iv. Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.
- e. **Eligibility.** Lifeline will be provided for one (1) telephone line per household or one (1) subscription to fixed or mobile broadband service that meets minimum service standards, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements.
 - i. The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:
 - Medicaid
 - Supplemental Nutrition Assistance Program (SNAP)
 - Veterans Pension or Survivor Benefit Program
 - Supplemental Security Income (SSI)
 - Federal Public Housing Assistance (FPHA)
 - ii. The applicant signs a document certifying under penalty of perjury that the applicant receives benefits from one of the programs listed and identifying the program or programs from which that consumer receives benefits.
 - iii. The applicant signs a document agreeing to notify the Company if that consumer ceases to participate in the program or programs. When the Company is notified by the customer that the customer no longer participates in one of the above programs,

the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

- f. **Eligibility Revocation.** If the Company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

5. Long Distance Service

- a. The Company provides Long Distance Services through access to facilities, services and equipment over which telephone customers may transmit voice, data, and other communications of their own choosing to intrastate, and interstate destinations.
- b. Service is only available to customers of VoIP Telephone service.

BROADBAND SERVICES

3.1 GENERAL

Broadband Services include Broadband Internet.

3.2 TYPES OF SERVICES

1. Company's Internet Access Services are categorized as Symmetrical, meaning each tier of Service provides similar capacities in both directions.
2. The Company provides Services at various capacities as shown in the Price List in Part 4.
3. Ancillary Services available to broadband customers include, but are not limited to:
 - a. Static IP Address assignment
 - b. WiFi Management
 - c. Router Management

3.3 ACCEPTABLE USE POLICY

Internet Access Services are governed by the Company's Acceptable Use Policy, which is included as Appendix A herein.

3.4 COPYRIGHT PROTECTION NOTICE

The Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA) of 1998. A party wishing to register an allegation of copyright infringement by a Customer may file such allegation using the information in the Company's DMCA Policy included as Appendix C herein.

3.5 NETWORK MANAGEMENT AND PERFORMANCE

A description of network performance characteristics is available in Appendix D herein. and available for viewing on our website at <https://8thfirecommunications.com/performance>.

3.6 PRICE LIST/RATE CARD

Rates for Broadband Services are listed in Part 4.

3.7 LIFELINE FOR BROADBAND SERVICE (If available)

The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers. For more information on whether a broadband service customer qualifies for Lifeline, and for terms and conditions, refer to Section 2.5(4).

Services Price List

PART 4

Service**	Monthly Recurring Charge*
Service Charges	
Account Activation/Service Installation	Included in package price
Onsite Service Charge – 1 st hour	\$100
Onsite Service Charge – additional hour	\$50
Equipment Recovery Fee	\$350
Non-pay Reconnection Fee	\$25
VoIP Telephone Service***	
Residential VoIP w/ unlimited local and e911	\$12 + applicable fees
Business VoIP w/ unlimited local and e911 Unlimited Long Distance	\$22 + applicable fees
Optional Calling Services	
Additional Business VoIP	\$18 + applicable fees
Toll-Free Number	\$5 + applicable fees
Optional Calling Services	
Voicemail	Included
Telemarketing Call Screening	Included
Toll Blocking	Included
411 blocking (available upon request)	Included
Broadband Service	
Broadband Installation Charge	Included
Ember Lite (250 Mbps x 250 Mbps)	\$58
Ember Plus (500 Mbps x 500 Mbps)	\$88
Ember Elite (1000 Mbps x 1000 Mbps)	\$128
Ember Business Standard (500 Mbps x 500 Mbps) includes Static IP Service	\$118
Ember Business Elite (1000 Mbps x 1000 Mbps) includes Static IP Service	\$158
Other Broadband Services	
Static IP Services	\$19.99
Mesh Extender – increases the range of WiFi connectivity (price per extender)	\$10
APC – battery backup for 8 th Fire equipment (6+ hours of battery backup)	\$10
Other Services	
Wire Maintenance Plan	Included

*Note: Pricing is subject to all other applicable charges and taxes, including but not limited to: Activation charge, Membership fee, Installation fee, and all applicable state and local taxes.

** All Services and specific features subject to availability. Contact Company to determine eligibility and features included with each Service.

Appendix A: Acceptable Use Policy (AUP)

8th Fire Communications (“Company”) has established an Acceptable Use Policy (“AUP”) for the protection of Company and its customers for the use of its products and services. Company can be contacted at 715-388-0878 regarding any questions you have about this AUP, Company, or its products and services. By using services provided by Company, you agree to be bound by the terms of this AUP.

It is not acceptable to use the Company network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services.

Internet Service. This AUP applies to customer use of any Company Internet service regardless of technology or the Internet-based application utilized. A customer may not:

1. Use any Internet service or use or permit the use of Internet service for unlawful purposes or purposes that Company believes to be unacceptable.
2. Use any Internet service to transmit, post or receive material that is threatening, abusive, libelous, defamatory, obscene, pornographic, or otherwise in violation of any local, state, federal or international law or regulation.
3. Transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component.
4. Transmit or download any information, software or other material that is protected by copyright or other proprietary right without the permission of the person owning that protected right.
5. Transmit SPAM or other bulk email.
6. Add, remove, or modify identifying network heading information (aka “spoofing”) to deceive or mislead; or any impersonation of another person using forged headers or other improper identifying information.
7. Engage in any activity which would compromise customer privacy or system security or gain access to any system or data without required permission (e.g. “hacking”) of the owner.
8. Engage in any activity which would result in third-party charges to Company or legal or disciplinary actions taken against Company.
9. Resell or otherwise share Company’s Internet service, account information or passwords.
10. Attempt to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
11. Attempt to interfere with the service of others including users, hosts and networks. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a service and attempts to “crash” any host.
12. Distribute Company Internet services beyond the scope of your end-user account.
13. Attach equipment, accessory, apparatus, circuit or devices that are harmful to the network and are attached to or connected with Company facilities.
14. Use Company’s Internet service for web or email hosting without making special written subscription arrangements with Company.
15. Operating a business (including a home-based business, a non-profit business, governmental or any other enterprise) under a residential service account.

Company does not screen in advance any specific content accessible using its Internet service. Company disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. Use of information accessed by the Internet is at customer’s own risk. Company disclaims any responsibility for the accuracy, privacy or quality of the information. By using the Internet service, the customer agrees to hold Company harmless for content accessed using the Internet service.

Any IP address assigned to a customer on either a dynamic or static basis remains the property of Company and may not be appropriated for any use other than as intended by Company or transferred to any other party.

Appendix A: Acceptable Use Policy (AUP)

Voice Service. Prohibited Uses. This AUP applies to customer use of any Company voice service. Prohibited uses of voice service include, but are not limited to:

1. Undertake, plan, encourage, assist, or accomplish any unlawful, deceptive, or fraudulent activity or purpose. This includes, but is not limited to conduct which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or international law, order, or regulation;
2. Use of auto-dialers or predictive-dialing to dial sequentially, including rapid dialing or data pumping for the purpose of generating revenue directly or indirectly;
3. Violating any of the federal, state, or local telemarketing regulations including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"), the Telemarketing Sales Rules ("TSR"), the Junk Fax Prevention Act of 2005, and Truth in Caller ID Act of 2009;
4. Sending unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
5. Any form of Robo calling as defined by the Federal Trade Commission's Telephone Sales rule (TSR) that are unlawful;
6. Any unlawful form of calling utilizing pre-recorded audio or non-live-human communications;
7. Continuous or extensive chat line or conference call participation;
8. Use of an open telephone line as a monitoring, intercom, or similar service;
9. Failing to monitor outbound call campaigns to minimize complaints which may be generated by repetitive and/or continuous messaging or calling to the same destination or number within a short period of time.
10. Using Services to record or monitor a phone call or other communication without securing consent from the call participants as required by applicable federal and state laws (including, as applicable, California's Invasion of Privacy Act and similar laws);
11. Extensive call forwarding or use of call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facility;
12. Operating a business (including a home-based business, a non-profit business, governmental or any other enterprise) under a residential service account;
13. Operating a call center or conference line;
14. Transmissions or reception of broadcasts over teleconferencing facilities or other means;
15. Transmissions or reception of recorded material;
16. Any relevant prohibited uses in our company's Acceptable Use Policy (AUP), Services Agreement, and any other Terms and Conditions of our company's services.

Indemnification. The customer indemnifies and thereby holds the Company harmless against all claims of liability, all costs and expenses such as attorney's reasonable fees as well as any related expert witness fees relating to or arising from your use of this Service (or anyone you allow to use this Service). This indemnification applies if you or anyone you allow to use the Service:

1. In violation of applicable laws and/or this Agreement;
2. To access the Internet or to transmit or post any message, information, software, images or other materials via the Internet;
3. In any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or
4. To infringe on anyone's intellectual property rights.

Appendix B: Battery Backup Notice

Backup Power for Home Phone Services during Power Outages

For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, many of today's advanced home phone services require backup battery power to continue functioning during an electric outage. To avoid a disruption of home voice service during an outage –and to maintain the ability to connect to 911 emergency services -- we at 8th Fire Communications (“Company”) offer you the option of purchasing backup power for your home phones.

What Your Battery Can – and Can't – Do for You

Company's backup batteries for telephone modems allow you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup source such as a generator, customers will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. Our backup battery does not provide power to any services other than voice. Home security systems, medical monitoring devices and other equipment will not run on a home phone backup battery.

Purchase and Replacement Options

If you are concerned about being able to contact 911 emergency services during a power outage, a backup battery may be a good option for you. The battery offered by Company is approximately one pound, (1lbs.) and is roughly the size of a juice box.

If the company provides the backup batteries

You can purchase a backup battery directly through Company. If you have any questions or simply want to purchase a backup battery through us, please call **715-388-0878** or visit our website at <https://8thfirecommunications.com/backupbattery>. Our 8-hour backup batteries cost approximately **\$10 per month** and can be shipped directly to your house, or can be picked up in one of our retail locations. If you do not feel comfortable installing your own battery (instructions are provided), please call us to make an appointment, and we would be happy to assist you. However, please note that there may be a charge for the installation service.

Expected Backup Power Duration

Backup batteries are expected to last at least 8 hours on standby power. The backup battery should give you [6 hours] of talk time. If you feel that is not enough time, you may extend your standby power by purchasing a 24-hour battery or additional 8 hour batteries.

Instructions for Proper Care and Use of Your Battery

Battery replacement is the responsibility of the customer. Please follow the more detailed instructions included with your battery for proper use, storage and care of your battery to ensure that it will function as needed during a power outage. If you do not store your battery correctly, it may shorten its useful life. Environmental factors such as temperature can shorten your battery's useful life. We recommend that you store your battery above 41°F and below 104°F.

These batteries **are/not** rechargeable. They will **not last forever** and should be replaced every 1 to 2 years, or when your device starts to make a **loud beeping sound**. Replacement of the battery is the customer's expense.

That sound means that the battery is depleted and must be replaced. See the instructions above for purchase and replacement options. You should also periodically, as described in the instructions included with your battery, remove and test your battery to verify both the operation of the backup battery and its condition.

Appendix C: Digital Millennium Copyright Act (DMCA) Policy

Digital Millennium Copyright Act (DMCA) Policy

When 8th Fire Communications (“Company”) receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to Company, the following actions will be initiated:

1. Company personnel will review the address to determine whether the address is in use by Company or by one of its affiliates. If the address has been assigned to an entity other than Company, the DMCA notice will be forwarded to that entity for review and any action or response if Company can identify the owner.
2. If the address is assigned and used by Company or one of its customers, Company personnel will attempt to identify the user. If the offender cannot be identified, the Designated Agent listed on Company’s Internet site will be notified in order to respond accordingly to the copyright holder or its agent. Copyright holders may contact Company as outlined under Notification of Copyright Infringement to provide notice of any potential violations. The following actions may be taken with offenders:
 - a. If the offender is an employee, the responsible supervisor will be notified, and appropriate disciplinary action may be warranted. A copy of the violation will be filed by HR in the employee’s personnel file.
 - b. If the offender is a customer, customer will be notified via certified mail of the offense. If it is a first-time offense, the customer will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect customer’s access to the Internet. A second offense will result in notice by email that Internet service will be restricted for ninety (90) days to limit the ability to violate the law. A third offense notice will be sent via certified mail explaining possible consequences for subsequent offenses. A fourth offense the customer’s internet service may be suspended for 6 months. Any additional offenses concerning the customer’s internet service may be re-suspended or terminated.

Notification of Copyright Infringement. If you are a copyright owner (or an agent of a copyright owner) and believe any user material posted on our sites infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act (“DMCA”) by sending the following information to Company’s Designated Copyright Agent:

1. Clear identification of the copyrighted work;
2. Identification of the material allegedly copying the original work, and information reasonably sufficient to allow us to locate the material;
3. Accurate contact information of the person submitting the claim;
4. Statement that the claim is being made with the good faith belief that the alleged use is not authorized by the copyright owner;
5. A statement that the claim is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner;
6. Signature of the person submitting the claim.

You can submit your Notification to Company using the following contact information and Designated Agent:

Company legal name:	8 th Fire Communications, LLC
Designated Agent:	Attn: Lloyd E. Guy, III
Mailing address of Agent:	PO Box 155 Lac du Flambeau, WI 54538
Telephone:	715-388-0878
Email:	info@8thfirecommunications.com

The Designated Copyright Agent should be contacted **only** for notices regarding alleged copyright concerns. All other feedback, comments, questions, and other communications should be directed to Company through Company’s customer service at: 715-388-0878.

Appendix D: Data Privacy Policy

Data Privacy Policy

8th Fire Communications (“the Company”) is committed to protecting its customers’ privacy. Please review this Privacy Policy to better understand how the Company collects information, how that information is used, and your options as to the collection and use of your information. This Privacy Policy is applicable to the Company’s customers and visitors to its website and is intended to provide information regarding the Company’s methods for collecting and use of information.

What Types of Information Does the Company Collect?

Whether you are communicating with the Company or using its service, the Company may collect the following categories of personal information about you:

Identifiers: We may collect data that can identify a particular person such as a name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, e-mail address, account name, or other similar identifiers.

Customer records information: We may collect information pertaining to customers and their services including: name, signature, social security number, address, telephone number, employment information, bank account number, credit or debit card number, or other financial information.

Commercial information: We may collect records of products or services purchased, obtained, or considered or other purchasing or consuming histories or tendencies.

Internet or other electronic network activity information: We may collect information regarding your browsing history, search history, and information regarding your interactions with our website, applications, or advertisements.

Geolocation data: We may collect information regarding the precise geolocation information about a particular individual or device, especially when utilizing our website.

Customer Proprietary Network Information (CPNI): We may collect information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer that is made available to the Company solely by virtue of the Company-customer relationship and information in bills pertaining to telephone exchange service or telephone toll service received by a customer of Company, except subscriber list information.

How do We Collect Information from You?

The Company may collect information from you through communications such as via the web, phone, email, mail, or through the services provided to you as a customer.

Information may be collected in the following ways:

- **Browsing Our Site**
 - o IP addresses may be collected for the purposes of system administration, to gather broad demographic information, and to monitor the level of activity on our site.
 - o Information may be collected regarding the referring URL, browser used to come to our site, and the pages of our site that you viewed during your visit and any search terms entered on our site.

Appendix D: Data Privacy Policy

- o Information may be collected using Internet Cookies which track, personalize, and save information. Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your own browser to remove cookies and to reject cookies. If you choose to remove or reject cookies, this could affect certain features or services of our website.
- o Emails may be sent by a customer to the Company on this website. The Company may retain the information in any email that you send to us, such as your name, email, address, or phone number.
- **Broadband Internet Service**
 - o The Company may monitor the network and take measurements of network performance and the performance of your Internet connection to improve the customer's or the Company's overall service levels.
 - o During communication with the Company for service support, we may also access information about your customer premise equipment such as computers and wireless devices or other device settings to provide customized technical support or to install specific applications or services for your use.
 - o The Company reserves the right to access broadband traffic from individual accounts for the purpose of general maintenance and management of the network, as well as upon request by law enforcement officials.
- **Provision of Information by Third Parties**
 - o The Company may obtain credit information about you from third parties when you purchase products or sign up for services with The Company.

How is Your Personal Information Used?

The Company uses your information in connection with delivering its products and services to you. The Company may also use the information supplied to personalize portions of our service. Some of these personalized services are made available directly by the Company, while others may be offered by a partner. In addition, the Company may analyze and evaluate customer preferences, comments, and criticism of its offerings to make improvements to the present and future versions of the service.

The Company may use personal information it collects to provide you with information or better services. In addition, we may use the non-personal information we collect to provide you with a better experience in the future. The Company does not rent, sell, or trade your private information to any non-affiliated third party.

With Whom Do We Share Your Information?

- **With our Customers (Aggregated Basis):** The Company may aggregate data, such as survey responses, and share your responses or information on such aggregated basis with our customers to make sure your experience is at the highest level possible and that you receive the fullest service that the Company has to offer. This is subject to applicable legal restrictions, such as those that exist for Customer Proprietary Network Information (CPNI).
- **With Vendors that Perform Services for The Company:** We may share your personal information with vendors that perform services on our behalf and only as necessary for them to perform those services. We a) require those vendors to protect any personal information they may receive in a professional manner consistent with our policy and b) we will not provide personal information to anyone for the marketing of their own products and services without your consent.

Other Circumstances Which May Warrant Sharing Your Personal Information

- Complying with any court ordered subpoenas or any other legal process.
- To assist with identity verification and prevent fraud and identity theft.

Appendix D: Data Privacy Policy

- Enforcing our agreement and property rights.
- Obtaining payments for products and services that appear on your The Company billing statements, or those of our customers, including the transfer or sale of delinquent accounts to third parties for collection.

Protection of Underage Children

The Company' websites or usage of is not intended for children under the age of 13 years. The Company does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for use of any of our products or services. In the event The Company learns that we have collected personal information from a child under the age of 13 years without verification or parental consent, we will delete such information as quickly as possible.

How Does the Company Protect Your Personal Information?

The Company takes reasonable precautions to protect your personal information. We use a combination of physical, administrative, and technical safeguards. Internally, we require employees to use secured access authentication and passwords to obtain customer information and we store electronic file information on a secure server, which is accessible only by authorized personnel.

No data transmission over the Internet can be guaranteed to be 100% secure and we will not be held liable should a third party illegally obtain your personal information via an Internet transmission. While we do our due diligence to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

How Long Do We Keep Your Information?

We only keep your personal information for as long as it is necessary for the purposes set out in this Privacy Policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements).

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

Controls for Do-Not-Track Features

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

How Does the Customer Provide Consent?

By using the Company services, you agree with our Privacy Policy and practices and procedures contained herein regarding the collection and sharing of your information. To opt out of the sharing of your information for marketing purposes, please contact the Company at 715-388-0878.

Appendix D: Data Privacy Policy

Am I Entitled to Notification in the Event of a Data Breach?

The Company will abide by all legally applicable data breach notification laws. In Wisconsin, we are required to provide notice within a reasonable time not to exceed 45 days after 8th Fire Communications learns of the acquisition of personal information. Wis. Stat. §134.98(3)(a).

Will this Privacy Policy Change?

The Company reserves the right to change, modify, or update this Privacy Policy at any time without notice. In the event of any modification, we will post the changes in this Privacy Policy so that you will know what information we are gathering and how we might use that information. However, if such changes are material, we will either announce the change on the home page of the site or take such other actions as we deem appropriate under the circumstances. Accordingly, you should periodically visit this page to determine the current Privacy Policy to which you are bound.

Appendix E: E911 VoIP Disclosure

DISCLOSURE CONCERNING IP-ENABLED 9-1-1 SERVICES

1. Definitions. For the purposes of this Disclosure, the following capitalized terms are defined as follows:

“Dispatchable Location” means the Service Address and additional data that would permit PSAP and emergency responders to locate a 9-1-1 caller in a reasonable amount of time. The Dispatchable Location may be the same as or different from the Service Address.

“E911 Service” means emergency calling by which a 9-1-1 call is routed to the PSAP assigned to the Service Address and information regarding the Dispatchable Location is provided to the PSAP.

“IP Services” means communications services using internet protocol (IP) in their delivery, including session initiation protocol (SIP), voice over internet protocol (VoIP), hosted IP voice or similar IP-based technologies or applications.

“MLTS” means a multi-line telephone system.

“NG911 Service” means E911 Service initiated and/or completed using IP Services. Depending on the capability of the IP Services and PSAP, NG911 may include not only voice but also multimedia data and geospatial location information.

“PSAP” means a public safety answering point for emergency 9-1-1 calls.

“Service Address” means the physical address provided by the customer and assigned to or associated with a telephone number provided by the Company.

2. Disclosure. NG911 Service works differently than traditional wireline and wireless E911 Service. These differences depend on the services, equipment and devices used to make the emergency call and on the location of the user making the call. Customers with NG911 Services are responsible for informing employees, guests, and other persons who may be present at the Service Address of the important differences and limitations of NG911 Service as compared to traditional wireline or wireless E911 Service. If a customer is uncomfortable with any of the terms, conditions, or limitations of NG911 Service described in this Disclosure, the customer may wish to consider also maintaining an emergency landline at the Service Address.
3. Dispatchable Locations for Emergency Calling. The Company will obtain from all customers a registered Service Address for all IP Services and/or equipment, including the Dispatchable Location where equipment will be installed, and service will be used. For any services utilizing an MLTS environment, the customer may be required to provide multiple Dispatchable Locations. Complete and accurate Service Address and Dispatchable Location information is essential for emergency responders to locate any users dialing 9-1-1 from a device at the location. The Company will not provide IP Services to a customer on an active telephone number and will not activate a telephone number that is intended to have NG911 Service, unless and until a Service Address, Dispatchable Location and any other required information has been provided to the Company. The registered Service Address and Dispatchable Location will be associated with a telephone number, which will be used to determine the closest PSAP when 9-1-1 is dialed. Before a customer changes the registered Service Address or Dispatchable Location associated with a telephone number or moves any service, equipment or device, it is important to contact the Company, so that the Company can confirm that the registered Service Address and Dispatchable Location are properly updated. The customer is solely responsible for providing the Company with complete and accurate Service Address and Dispatchable Location information for each telephone number and for keeping such information updated.

Appendix E: E911 VoIP Disclosure

4. Functional Limitations of IP Services. IP Services, including NG911 Service, are subject to the following disclaimers and limitations:
 - i. NG911 Service will not operate in the event of a power failure or disruption. Should there be an interruption in power, IP Services (including NG911 Service) will not function until power is restored. Please note, customer premises equipment or devices may need to be reset. Customers may contact the Company for information and options concerning battery or other back-up power.
 - ii. NG911 Service will not operate if a broadband connection is disrupted. Service outages, interruptions or degradation of broadband service, or termination or suspension of service for any reason, will prevent use of IP Services, including NG911 Service.
 - iii. Failure to provide an accurate Service Address or Dispatchable Location for a telephone number may result in 911 calls being routed to the incorrect local PSAP and/or emergency responders being dispatched to the incorrect location. NG911 Service may not function, or calls may be routed to emergency responder who will not be able to assist if service, equipment or a device is moved to a different street address or location other than the registered Service Address and Dispatchable Location. It may take several days for any change in a registered Service Address or Dispatchable Location to be processed. The customer must notify the Company in advance of any changes to a registered Service Address or Dispatchable Location.
 - iv. Calls made using IP Services may be delayed or dropped due to the technical constraints of IP Services and underlying network architecture. Because of differences in technology, the impacts of network congestion, and/or reduced speed in the routing of emergency calls made utilizing NG911 Services are different than if the calls were made using traditional (non-IP) public switched telephone networks. If a 9-1-1 call cannot be completed, is dropped or disconnected for any reason, the PSAP and emergency responders may not be able to identify a phone number in order to call back. The Company relies on third party carriers for assistance in routing NG911 calls to local PSAPs or a national emergency calling center. The Company disclaims all responsibility and assumes no liability for the conduct of local PSAPs and the national emergency calling center and any third-party carriers or service providers.
5. Limitations on Liability. The Company is not responsible for any service outages related to the loss of electrical power, connectivity, suspension, or termination of broadband Internet services, failure of third party IP technologies or applications, or other circumstances beyond Company's reasonable control, including any failures resulting from events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions. Except as otherwise required by applicable laws or regulations, the Company is not responsible for and shall have no liability relating to the performance of NG911 Service provisioned by any other telecommunications carrier or IP services provider, even if such service is accessed using the equipment or underlying IP Services provided by the Company.
6. Indemnification. In addition to any other indemnification obligations under applicable service contracts or terms of service (but without any duplication of recovery), the customer shall indemnify and hold the Company harmless against any and all damages, claims and expenses resulting from the customer's failure to comply with any of the customer's requirements or responsibilities described herein, including without limitation: (a) failing to provide a Service Address, Dispatchable Location or other required information; (b) providing an incomplete or inaccurate Service Address, Dispatchable Location or other required information; (c) failing to promptly update a Service Address or Dispatchable Location information in the event such address, location or information has changed or (d) the use of any service, equipment or devices at a location other than the Service Address and Dispatchable Location.

Appendix F: Network Management Policy

Network Management and Performance

8th Fire Communications (“Company”) commits to using reasonable network management practices, and to manage its network and provide access in accordance with the Federal Communications Commission’s (FCC’s) rules. Reasonable network management includes avoiding congestion, combating harmful illegal content, and responding to legitimate safety and security issues. Company’s policies regarding network management practices are outlined herein in an effort to inform you of Company’s network performance, management practices, and terms of service.

Network Practices

Congestion Management. Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware/software. Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Company may seek criminal charges against those who inflict network malice. Company may also attempt to recover costs incurred from network malice.

Company reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. Company reserves the right to set speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If you exceed these thresholds, Company may temporarily limit the speed at which you can send and receive data over the Company access network. Company may use other traffic management and prioritization tools to help ensure equitable access to the Company network for all customers. Excessive bandwidth or hardware usage that adversely affects Company’s ability to provide its Internet or any other service may result in additional account management and fees.

Company reserves the right to monitor customer usage and evaluate on an individual account basis bandwidth or hardware utilization to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. During peak usage times, priority is given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP.

User-Based Practices. Company does not target specific users or user groups for congestion management.

Blocking or Throttling. Company reserves the right to disconnect or limit any account access to the Internet that in the opinion of its system administrator is a threat to the security or lawful operation of the Internet service or the service’s software and/or hardware or that repeatedly violates the terms of its Acceptable Use Policy (AUP) or other terms of service. Company reserves the right, but does not assume the responsibility, to block or limit access to content that violates its AUP. Company will not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management. Company also will not unjustly or unreasonably (other than reasonable network management elsewhere disclosed) degrade or impair access to lawful Internet traffic based on content, application, service, user, or use of non-harmful devices, including a description of what is throttled and when.

Affiliated or Paid Prioritization. Company does not unjustly or unreasonably favor some traffic over other traffic including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate or in exchange for consideration, monetary or other benefit.

Zero Rating. Company does not engage in zero rating.

Application-Specific Behavior. Company does not make use of any application-specific network management practices. Company does not modify protocol fields in ways not prescribed by the protocol standard. Company does

Appendix F: Network Management Policy

not inhibit or favor certain applications or classes of applications. Company does not block or rate-control specific protocols or protocol ports, except for malformed or non-standard protocol traffic as identified by Company. Company reserves the right to block outbound Simple Mail Transfer Protocol (SMTP) from residential IP addresses to protect against unsolicited commercial email (UCE) or spam.

Device Attachment Rules. Devices connecting to Company's network must conform to general public standards and be non-harmful to the network.

Security. Company provides its own methods to secure and protect its Internet service and network. Such action is not a substitute for the customer providing his/her own security or protection for your own software, devices, network or data. Company specifically disclaims any liability for any breach of security or any harm to customer's computing system while connected to Company's Internet service.

Performance Characteristics

Service Description. The advertised speed of Company's Internet service is the maximum bandwidth throughput that is available and achievable with the technology utilized by Company. Advertised speeds/latencies can be found in our Broadband Labels located at <https://8thfirecommunications.com/labels>. Our customer serving network is comprised of FTTP (Fiber-to-the-premise) technology that supports up to 1000 Mbps, less than 50ms latency, depending on service level subscribed.

Several factors may affect the actual bandwidth throughput of Company's Internet service offerings. This includes but is not limited to distance between service point and Company's central office as well as the customer's computer, modem or router used. Internet traffic and activity during peak usage periods may also impact the available bit rate.

Impact of Non-BIAS Data Services. Company offers non-BIAS data services such as VoIP, IP Video, and Business Data Services. Emergency service calls (such as 911, fire, or police department) are given priority over other available bandwidth and could impact BIAS during the duration of the call. The same is true for IP Video to emergency services. IP Video and Business Data Services are not given any special priority over other available bandwidth.

Commercial Terms

Pricing. Pricing for our services and fees can be found online at: <https://8thfirecommunications.com/pricing>.

Privacy Policies. Our Privacy Policy can be found online at: <https://8thfirecommunications.com> Company does not generally inspect network traffic. Company does not otherwise store, use, or provide traffic information for non-network management purposes or those not identified in the Privacy Policy. Certain traffic information is retained and stored for specific periods of time as required by state or federal law. This includes information stored and provided to law enforcement as it relates to information requested by law enforcement pursuant to national security and/or criminal statutes and Acts.

Redress Options

If you have any questions or concerns regarding this Network Management Policy, please call 715-388-0878.