

Standing Rock Telecom, Inc. Terms and Conditions of Service

These Terms and Conditions of Service, including any attachments or schedules and applicable tariffs, (collectively, "Agreement") govern the provision of the services ("Services") by Standing Rock Telecommunications, Inc. (referred to herein as "Standing Rock," "SRTi" or the "Company") to you (referred to herein as "you," "your," "applicant," "subscriber," or "user") and your use of the Services and Mobile Devices activated for use with the Services. As used in this Agreement, the term: (A) "Service(s)" means service(s) to the subscriber under a service plan provided by or through Standing Rock to your Mobile Device; and (B) "Mobile Device" means as mobile phone or other device, accessory or other product, provided or sold to you by Standing Rock, or that is activated or used under your Standing Rock account.

Standing Rock is a 100 percent tribally-owned company, founded by the leadership of the Standing Rock Sioux Tribe ("Tribe"). Nothing in this Agreement shall constitute a waiver of the sovereign immunity of the Tribe.

Part 1: General Service Terms and Conditions

Please read these terms and conditions carefully as they contain information about your use of the Services and the Mobile Device. This Agreement becomes effective and legally binding upon you when you activate or use a Mobile Device associated with the Services. You must be 18 years old or an emancipated minor to enter into this Agreement. **IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT OR ARE NOT 18 YEARS OLD/AN EMANCIPATED MINOR, PLEASE DO NOT USE OR ACTIVATE THE MOBILE DEVICE.**

Application of Tariffs. Standing Rock may elect or be required to file tariffs with the appropriate regulatory agency regarding the delivery of certain Services. In the event that such tariffs are filed with respect to any of the Services ordered by you, the terms set forth in the applicable tariff (or any successor document in the event of detariffing) shall govern Standing Rock's delivery of, and your use of, the Services subject to the tariff. Such tariffs are hereby incorporated by reference.

Changes. Standing Rock reserves the right to change or modify this Agreement or its policies at any time. The changes will become effective at the time the change is posted on the Standing Rock website at www.standingrocktelecom.com. If the change has a material adverse impact on your use of the Services, Standing Rock will provide advance notice to you of the change. You may terminate the Services without termination penalties within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes. Please check the Standing Rock website often for updates and changes.

Services Subject to Availability; Coverage. The furnishing of Services is subject to the availability in the area in which you wish to use the Mobile Device. Coverage is not available everywhere and quality of Services may be affected by conditions beyond Standing Rock's control, including atmospheric, geographical, or topographical conditions. Subscribers do not have the ability to use the Services with any other wireless phone, device, or on another network. Services may also be affected by damage to wireless handsets. Standing Rock does not guarantee, or warrant, that the Services will be available at any specific time or geographical location, or that the Services will be provided without interruption. If there is no wireless

coverage, your call to 911 may not go through and, in that case, you should dial 911 from the nearest landline phone.

Hearing, Visual or Speech Impaired Accommodations. Any hearing, visual or speech impaired persons interested in obtaining the Services using a specially equipped Mobile Device or other available accommodation in compliance with all applicable laws, rules, and regulations should call Standing Rock at 701-854-7098.

Airtime Expiration; Deactivation. Unused airtime expires thirty (30) days from date of loading. Subscribers using non-Lifeline Services must purchase and load airtime at least once during any consecutive 60-day period. If no additional airtime is loaded within thirty (30) days after the airtime expiration, your non-Lifeline Service will be deactivated.

No International Services. International calling through the Service or on the Mobile Device is strictly prohibited. Airtime may only be used for domestic calling and other Services as provided to you within the United States. Although attempts to place international calls should be blocked, if an international call is attempted and successful on your Mobile Device, your Services will be immediately suspended. You may release your account from suspension by purchasing sufficient airtime to cover the fees for the international calls.

Fraudulent Calls. You are responsible for all fraudulent use of your Mobile Device. In the event you discover fraudulent calls are being made (or reasonably believe fraudulent calls are being made) with your Mobile Device or on your Standing Rock account, you must immediately notify Standing Rock at 701-854-7098. In the event Standing Rock discovers fraudulent calls are being made (or reasonably believes fraudulent calls are being made), you agree and acknowledge that Standing Rock may take action to prevent such fraudulent calls from taking place, including the suspension or termination of the Services.

Termination. Either party may terminate this Agreement upon notice to the other party. Early termination fees may apply. Upon any deactivation or termination of Services, you acknowledge and agree that Standing Rock may reassign the phone number that had been assigned to your Mobile Device.

Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use the Services in a manner that is unlawful, infringes on intellectual property rights, or harms, unduly interferes with or degrades the use of Standing Rock's network or systems. Standing Rock reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, text or data uses detailed below. The Services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. The Services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. The Services are provided solely for purposes of personal (i.e., non-commercial) use including web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming. The Services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming,

downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not limited to “auto-responders” or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either the Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a Standing Rock handset designated for such usage); or (vii) for any other reason that violates our policy of providing service for individual use.

Unlimited Use Plans. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such “unlimited” plans are subject to the Prohibited Network Uses policy.

No Resale. You may not resell the Services. You may not sell the Mobile Device to a third-party if the Mobile Device is actively being used for Lifeline service. Any Mobile Device provided at no cost to you for use with Standing Rock Lifeline Services may not be sold to a third-party at any time. Subscribers may not sell or resell data content.

Service Plans and Charges. Service plan descriptions and charges are specified in the Pricing Schedules posted on our website at www.standingrocktelecom.com. You may not be eligible for certain Service plans or pricing. Service plans and descriptions may be modified by posting a revised Pricing Schedule on the Standing Rock website.

Taxes and Other Fees. Standing Rock charges state and local sales taxes. You are responsible for payment or reimbursement to Standing Rock of any fees, taxes or surcharges that are imposed or authorized by regulatory and governmental entities, including but not limited to, any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), regulatory fees, value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other related surcharges, chargeable to or against Standing Rock or subscriber because of the Services provided to you, as well as Standing Rock administrative fees. You shall indemnify, defend and hold harmless Standing Rock against any damages, losses, claims or judgments arising out of any exemption claimed by you or your failure to pay taxes or regulatory fees, including, without limitation, any liens, attachments, fines or penalties. Taxes, surcharges and other fees are subject to change without notice.

Billing and Other Disputes. If you in good faith dispute any portion of any Standing Rock invoice, you shall submit to Standing Rock written documentation identifying and substantiating the disputed amount. Billing disputes and written documentation may be submitted by fax at 701-854-3489 or by mail to Standing Rock, 9299 Highway 24, P.O. Box 411, Fort Yates, ND 58538. Subject to the exclusive laws and jurisdiction of the Tribe, Standing Rock Sioux Reservation (“Reservation”), if you do not report a dispute within sixty (60) days following the date on the applicable invoice, you shall have waived your right to dispute that invoice. Any

disputed amounts resolved in favor of you shall be credited to your account. Any disputed amounts determined payable by you to Standing Rock shall be due within ten (10) days of the resolution of the dispute. Standing Rock may, without the obligation to arbitrate, seek to recover amounts owed to it by you in the tribal court operating under the exclusive laws and jurisdiction of the Tribe of the Reservation (“Tribal Court”). Any dispute arising out of or relating to this Agreement that has not been resolved by the good faith efforts of the parties (see Dispute Resolution below) shall be settled only by the Tribal Court, which may be initiated by either party, and conducted in accordance with this Agreement. If any unauthorized or disputed charge appears on a subscriber’s statement for a third-party product, the subscriber must contact that third-party directly. Third-party contact information is also available by calling Standing Rock at 701-854-7098.

Refunds. Standing Rock is not responsible for, nor will the Company refund, any lost, stolen, misused, or damaged Standing Rock Additional Minutes Plans, including refill cards. Additional plans purchased must be applied to a subscriber’s account within one (1) year of purchase. Standing Rock does not accept returns or provide refunds for any Standing Rock Additional Minutes Plans. All purchases of Standing Rock Additional Minutes Plans are final and non-refundable regardless of who uses or possesses the subscriber’s wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber’s consent or knowledge. In addition, all monthly charges are non-refundable.

Returns. Mobile Devices purchased or received for free directly from Standing Rock may be returned for a full refund or replacement at a Standing Rock authorized location within ninety (90) days of activation, provided that you return the complete Mobile Device in the same condition it was received at the time of activation with original contents and packaging. Mobile Devices that are visibly damaged will not be covered under the 90-day return policy. Please contact Standing Rock at 701-854-7098 for additional instructions. Standing Rock provides new and refurbished Mobile Devices to subscribers. Mobile Device models may vary. Standing Rock reserves the right to replace Mobile Devices with various models at its sole discretion. All Mobile Devices purchased directly from Standing Rock include a 90-day warranty from Standing Rock. Subscribers that experience a Mobile Device malfunction should call Standing Rock at 701-854-7098.

Lost or Stolen Equipment. If you lose your Mobile Device or it is stolen, you are responsible for all charges incurred until Standing Rock is notified that the Mobile Device has been lost or stolen. To report a lost or stolen Mobile Device, you should contact Standing Rock at 701-854-7098. Upon receiving notice of the lost or stolen phone, Standing Rock will suspend the account immediately. You will be provided an option to reactive your account with a new Mobile Device. Unless you activate a new Mobile Device or notify Standing Rock that you have found your original Mobile Device within thirty (30) days of the suspension of the account, the account will be terminated and Standing Rock will assign the wireless phone number associated with that Mobile Device to another user.

Wireless Phone Number. Standing Rock subscribers must accept the number that is assigned to them at the time of activation. In the event a subscriber desires and is eligible to port a number, they can do so at no cost by contacting Standing Rock Customer Service at 701-854-7098. The wireless phone number Standing Rock provides for your use is and will remain the property of Standing Rock. Standing Rock may reassign your wireless phone number to another subscriber,

without giving notice, if you cancel the Services, or if the account expires, is deactivated, or is otherwise terminated. You may transfer a wireless number prior to the wireless number being reissued to another subscriber and if you wish to do so, please contact Standing Rock Customer Service at 701-854-7098.

Transferring a Phone Number from Another Carrier. In some situations, you may transfer an existing telephone number used with another provider to your Standing Rock account to use with your Mobile Device. To switch an existing phone number to Standing Rock, please contact Standing Rock Customer Service at 701-854-7098 and have a bill available from the existing provider. When a subscriber transfers service from another wireless carrier to Standing Rock, the former provider may charge you termination or other fees. Standing Rock will not reimburse you for any termination or other fees imposed by other providers.

Use of Your Subscriber Information. By agreeing to the terms and conditions of this Agreement, you also agree to the terms of the Standing Rock Privacy Policy (“Privacy Policy”). The Privacy Policy may change from time to time so review it with regularity and care. It includes important information on what data we collect about you, how we use this data and with whom we share that data, as well as provides your options regarding how we use your information. Standing Rock may disclose to law enforcement authorities and governmental agencies any information about you, including but not limited to, your name, account information, account history, or other information.

As the Company provides telecommunications products and Services to you, the Company obtains information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill. Any such Customer Proprietary Network Information (“CPNI”) data that Standing Rock collects from you will be handled in accordance with the Federal Communications Commission regulations and the Privacy Policy. Under federal law, you have the right and the Company has the duty to protect the confidentiality of your CPNI.

Service Interruptions. In the event Standing Rock determines that it is necessary to interrupt the Services for any reason or there is the potential for a Services interruption due to system maintenance, Standing Rock will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule such maintenance during non-peak hours.

Disclaimer of Warranties. STANDING ROCK MAKES NO WARRANTY TO YOU OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF THE SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN OR REGARDING THE MOBILE DEVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY STANDING ROCK ARE HEREBY EXCLUDED AND DISCLAIMED. YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND STANDING ROCK SHALL HAVE NO LIABILITY THEREFORE. STANDING ROCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD-PARTIES. A SUBSCRIBER MAY RESIDE IN A STATE THAT DOES NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS REMEDIES FOR BREACH. THEREFORE, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT

APPLY TO ALL SUBSCRIBERS. A SUBSCRIBER MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY STATE.

Limitation of Liability. THE LIABILITY OF STANDING ROCK TO YOU FOR CLAIMS THAT YOU HAVE AGAINST STANDING ROCK, TO THE EXTENT ALLOWABLE BY LAW, IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICES FIRST GIVING RISE TO SUCH CLAIM OR OTHERWISE NO MORE THAN AN AMOUNT EQUAL TO THE SERVICE CHARGE IN THE MONTH IN WHICH THE CLAIM OR CLAIMS FIRST AROSE. STANDING ROCK SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES FOR ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THE PROVISION OF THE SERVICES, FAILURE TO PROVIDE THE SERVICES, OR IN CONNECTION WITH A MOBILE DEVICE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS OR SERVICES.

Indemnification. You agree to indemnify and hold harmless Standing Rock from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from use of the Services or a Mobile Device, whether based in contract or tort (including strict liability) and regardless of the form of action.

Dispute Resolution. In addition to your rights and obligation under the Billing and Other Disputes provision of this Agreement, you agree to contact Standing Rock with any disputes. You agree to contact Standing Rock with any dispute by calling Standing Rock at 701-854-7098 or by writing Standing Rock at 9299 Highway 24, P.O. Box 411, Fort Yates, ND 58538, Attn: Customer Service or by fax to 701-854-3489. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A Standing Rock representative will contact you at the last address you have provided or by phone. Standing Rock agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on the account statement, even while a dispute is being resolved. If a dispute resolution is not reached within thirty (30) days after notice of dispute was given, either party may commence a proceeding before the Tribal Court for resolution of the matter.

Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for failure to pay amounts due) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including without limitation acts of God, acts of war, acts of terrorism, earthquakes, fires, cable cuts, power outage, catastrophic network element failures, floods, riots, civil disorders, rebellions, strikes, lockouts and labor disputes (individually, each such event a "Force Majeure Event").

Regulatory Requirement. If a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order that has the effect of materially increasing the cost to provide Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is consistent with the form, intent and purpose of this Agreement and as is necessary to comply with such Regulatory Requirement. If the change has a material adverse impact on your use of the Services, Standing Rock will provide advance notice to you of

the change. You may terminate the Services without termination penalties within thirty (30) days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes.

Compliance with Laws. You shall comply with all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any government authority with respect to its use of the Services.

Assignment. No assignment of this Agreement or any rights or obligations hereunder, by operation of law or otherwise, shall be made by you without the prior written consent of Standing Rock, such consent not to be unreasonably withheld.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer on other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

Notices and Contact Information. You may contact Standing Rock at: Standing Rock, 9299 Highway 24, P.O. Box 411, Fort Yates, ND 58538, Phone: 701-854-7098, Fax: 701-854-3489.

Arbitration of Disputes. Standing Rock and subscriber agree that any and all disputes, except as otherwise provided in the Billing Disputes and the Dispute Resolution provisions above, will be decided by the Tribal Court, on an individual, not on a class-wide or consolidated, basis. The Tribal Court decision will be final and binding. Nothing prevents either party from bringing a dispute to the attention of the Federal Communications Commission (“FCC”) if the matter is subject to the FCC’s jurisdiction.

NO CLASS ACTIONS. TO THE EXTENT ALLOWABLE BY LAW, YOU EXPRESSLY AGREE THAT YOU SHALL NOT, AND YOU HEREBY WAIVE ANY RIGHT TO, PURSUE CLAIMS OR DISPUTES AGAINST STANDING ROCK ON A CLASS-WIDE BASIS (JOIN YOUR CLAIM WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY) OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

NO JURY TRIALS. TO THE EXTENT ALLOWABLE BY LAW, EACH PARTY AGREES THAT THEY SHALL NOT SEEK, AND HEREBY WAIVES ANY RIGHT TO, TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Content and Data Services. Standing Rock Data Services will allow access to many forms of data content such as Internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Data content from third parties may harm the Mobile Device or its software. Some of this data content may be: (i) offensive, indecent, or objectionable; (ii) unreliable and inaccurate; and (iii) otherwise unsuitable for minors. Subscribers of Standing Rock Data Services are solely responsible for evaluating the data content accessed while using the Services and the Company strongly recommends that you monitor data usage by minors. Standing Rock, for any reason, may place restrictions on accessing certain data content, limit the amount of data subscribers can access, or terminate a subscriber’s access to Data Services. Standing Rock supports the use of data content, but, Standing Rock makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third

party's data content or to third party data content a subscriber may access while using the Services. Standing Rock does not have control over the data content provided on a third party's site that a subscriber may access. Standing Rock reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If a subscriber uses their cell phone to browse the Internet, their cell phone number or other information may be transmitted over the Internet. By activating or using a Standing Rock phone and/or using the data Services, subscribers understand any risks associated and agree they have been notified of such risks.

Third-Party Applications. If you use a third-party application with the Services or your Mobile Device, the application may use, collect or disclose your personal information and cause Standing Rock to disclose your information. You authorize Standing Rock to provide information related to your access or use of the third-party application and agree that the third-party provider, our employees, contractors and vendors may access the information on your Mobile Device.

Law Enforcement. Standing Rock intends to fully comply with the Communications Assistance for Law Enforcement Act and other similar laws or regulations. By use of the Services, you agree that, if and as required by law enforcement entities, Standing Rock may monitor or facilitate monitoring, and otherwise disclose the nature and content of communications transmitted through the Services or the Mobile Device without any further notice or liability.

Entire Understanding; Severability and Survival. This Agreement, together with any appendices, addenda, order forms, attachments, schedules, policies and exhibits attached hereto, all of which are incorporated by reference, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. If any part of the Agreement held to be invalid or unenforceable, the rest of the Agreement remains in full force and effect. The rights, obligations and commitments under this Agreement that by their nature would logically continue after the termination of the Agreement, including dispute resolution, limitation of liability, no class action, no jury trial, payment obligations, etc., shall survive the termination of the Services.

Order of Precedence. Unless expressly provided otherwise in a Service order, in the event of conflict among the documents comprising this Agreement, the order of priority shall be: (i) any publicly filed tariff governing the Service (or a successor document in the event of detariffing); (ii) this Agreement; and (iii) attachments (including online policies). If there is a direct conflict between the additional terms relating to the Lifeline Services specified in Part 2 of this Agreement, for Lifeline Services Subscribers, the Part 2 terms will prevail over the Part 1 terms, but only with respect to the direct conflict of such terms.

Part 2: Terms and Information Related to Services and Lifeline Services

Lifeline Program. Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company. In addition to the terms and conditions in Part 1 of this Agreement, the following terms and conditions apply to Lifeline Services. For more information regarding Lifeline services and requirements, please see the Standing Rock website at <http://www.standingrocktelecom.com/lifeline.html>.

The Lifeline program provides discounts on monthly telephone service for eligible consumers. An eligible Standing Rock subscriber may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per Household. Household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses (“Household”). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission’s rules and will result in the applicant’s de-enrollment from the program. Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

You may qualify for the Lifeline Services if you meet certain state and federal eligibility requirements. These requirements are determined by the particular state where you reside. These state and federal eligibility requirements include program-based eligibility or income-based eligibility. By completing the Standing Rock application, you consent to the release of required information, including financial information, if necessary, to a designated representative as required for the administration of the Lifeline Services. This consent survives any termination of this Agreement. Standing Rock reserves the right to review any of your continued eligibility for the Lifeline program, at any time, and may require that you provide Standing Rock with written documentation of either your Household income or your participation in a qualifying state or federal program or any other required information for eligibility. If you or any member of your Household participates in a Lifeline program with another provider, you are responsible for 1) notifying the other provider that you or the other member of your Household has been approved for a Standing Rock Lifeline program and 2) de-enrolling in Lifeline service with the other provider. Notice to terminate service from any other provider’s Lifeline program must be given before activating new service in the Standing Rock Lifeline program.

Program-Based Eligibility. To be eligible for Lifeline Services, a subscriber must meet the applicable eligibility standards described in this Agreement, which may be amended from time to time. Program-based eligibility varies by state.

Standing Rock subscribers are eligible to receive Lifeline discounts, under the program-based eligibility criteria, if they participate in one or more of the following programs, or in another state-specific qualifying program:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)

- Veterans and Survivors Pension Benefit

For subscribers residing on Tribal lands, the following programs also apply:

- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered Temporary Assistance for Needy Families (TANF)
- Head Start (meeting income qualifying standards)

Acceptable documentation of program eligibility includes, but is not limited to: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (such as the consumer's SNAP electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. The documentation must include your name or the name of your benefit qualifying person ("BQP"). Additional information may be required depending on the participating program. You should review the acceptable eligibility documentation for each qualifying program at <https://www.lifelinesupport.org/l/>.

Income-Based Eligibility. You are eligible to receive Lifeline discounts, under the income-based eligibility criteria, if your total combined household income is at or below 135% of the Federal Poverty Guidelines, subject to a few exceptions by state. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. Acceptable documentation of income eligibility includes: (1) the prior year's state, federal, or Tribal tax return; (2) current income statement from an employer or paycheck stub; (3) a Social Security statement of benefits; (4) a Veterans Administration statement of benefits; (5) a retirement/pension statement of benefits; (6) an Unemployment/Workers' Compensation statement of benefits; (7) federal or Tribal notice letter of participation in General Assistance; or (8) a divorce decree, child support award, or other official document containing income information for at least three months' time within the previous 12 months.

Non-Transferable and Non-Assignable. Eligibility for Lifeline Services is personal and relates to the subscriber individually. Lifeline Services subscribers may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the subscriber's rights or benefits received under the Standing Rock Lifeline Services, including, but not limited to, any voice minutes received under the Standing Rock Lifeline Services. Similarly, subscribers may not assign their rights or delegate any of their duties under this Agreement without the prior written consent of Standing Rock, and any attempted assignment or delegation without such consent shall be void.

Usage Policy. At or before thirty (30) days of non-use, Standing Rock will provide notice to the subscriber that failure to use the Lifeline Services within a 30-day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber's plan; (3) answering an incoming call from a party other than Standing Rock; or (4) responding to direct contact from Standing Rock and confirming that the subscriber wants to continue receiving the service. If the subscriber does not respond to the notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with the Company.

Lifeline Program Restrictions. Subscribers applying for Lifeline Services agree to and certify that all of the following conditions below apply (but not limited to):

- Applicant has read and understood the disclosure statements and agreements listed in the Lifeline Application and Household Worksheet, located at <http://www.standingrocktelecom.com/lifeline.html>;
- Applicant certifies that to the best of their knowledge, applicant's Household is not already receiving a Lifeline service benefit;
- Lifeline service is limited to one connection per Household;
- The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline service and has provided documentation of eligibility if required;
- If the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands;
- Applicant will be required to provide the last four digits of the applicant's Social Security Number (in some states full Social Security Number is required), or the applicant's Tribal ID Number;
- Applicant authorizes Standing Rock to access any records required to verify application statements and to confirm applicants' eligibility for the Lifeline program;
- Applicant authorizes Standing Rock to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company to be used in a Lifeline database, and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of the Lifeline Services;
- Applicant will notify Standing Rock within thirty (30) days if for any reason he or she no longer satisfies the criteria for receiving Lifeline Services, including, as relevant, if applicant no longer meets the income-based or program-based eligibility criteria, applicant begins receiving more than one Lifeline benefit, or another member of applicant's household is receiving a Lifeline benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;
- If applicant moves to a new address, applicant will provide that new address to Standing Rock within thirty (30) days;
- If applicant provides a temporary residential address to Standing Rock, applicant will verify his or her temporary residential address every ninety (90) days;
- Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law;
- Applicant acknowledges that he or she may be required to re-certify continued eligibility for Lifeline at any time, and failure to re-certify as to continued eligibility within sixty (60) days will result in de-enrollment and the termination of applicant's Lifeline benefits;
- The information contained in the applicant's Application is true and correct to the best of applicant's knowledge;
- If applicant participates in another Lifeline program at the same time he or she is applying for Standing Rock Lifeline Services, the applicant must cancel Lifeline service with the other provider; and
- Applicant affirms he or she is at least 18 years old, unless Applicant is an emancipated minor.

Annual Recertification and Termination of the Lifeline Program. Subscribers participating in the Lifeline program will be required to re-certify, on an annual basis, their eligibility to continue to participate in the Lifeline program based on the appropriate state and federal recertification requirements. Lifeline eligibility is now managed by USAC through the National Verifier (see <http://www.standingrocktelecom.com/lifeline.html>). All existing Lifeline customers as of January 15, 2019 must be re-verified as eligible for Lifeline by USAC through the National Verifier.

USAC will administer the annual recertification of subscribers through the National Verifier and will determine if the subscriber fails to re-qualify for the Lifeline Services. If USAC is unable to recertify the required Lifeline eligibility, the subscriber will be deemed ineligible to further participate in the Lifeline program. If the subscriber chooses to continue service after de-enrollment from the Lifeline program, the subscriber's free or discounted minute plan will be discontinued and the subscriber will have the option to choose from any of the then available prepaid plans under the applicable terms and conditions for that plan.

Standing Rock reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons or upon the request of any state or federal authority. Standing Rock subscribers have the ability to de-enroll from the Lifeline program for any reason. Subscribers who choose to de-enroll from the Lifeline program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within two (2) business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes each month and will be required to re-qualify for Lifeline service if they choose to enroll in another Standing Rock Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to: Standing Rock Attn: Customer Service, 9299 Highway 24, P.O. Box 411, Fort Yates, ND 58538, or by fax to 701-854-3489.

ETC Service Areas. Standing Rock Lifeline programs are only available for activation by subscribers who reside in the areas in which Standing Rock has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a Standing Rock ETC service area. Subscribers should call 701-854-7098 to check whether they reside in a Standing Rock ETC service area.

Mobile Devices. All handset models provided to Lifeline subscribers are selected at the sole discretion of Standing Rock.

Service Plans and Pricing Schedules

Standing Rock Service Rates

Airtime is valued at \$0.10 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long-distance calls. Standing Rock voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime applies to all message retrieval and voice calls. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of the Services. Roaming charges do not apply. Roaming occurs when a subscriber makes or receives calls outside the home network calling area. Standing Rock does not provide any guarantees as to the availability or

quality of the Services including while roaming. A Standing Rock subscriber must have airtime minutes available to make or receive a call. Standing Rock handsets will only operate when the subscriber has airtime minutes available on the subscriber's account. If you run out of your allotted airtime, you may purchase and add additional airtime to your account.

Standing Rock Monthly Service Plans and Lifeline Service Plans

\$35 – Unlimited Voice and Text on Network

\$40 – Unlimited Nationwide Voice and Text

\$45 – Unlimited Nationwide Talk and Text and unlimited on network Data

\$55 – Unlimited Nationwide Talk and Text with 1GB of off network Data

\$95 – Unlimited Nationwide Talk and Text with 3 GB of off network Data

\$145 – Unlimited Nationwide Talk and Text with 6 GB of off network Data

Standing Rock Text Messaging Rates

A Standing Rock subscriber can send and receive domestic text messages of up to 160 characters, including the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. Lifeline subscribers may use their free or discounted monthly allotment of minutes to send and/or receive text messages. Text messages sent to subscribers by Standing Rock are free of charge. The charge to send or receive a domestic text message will vary depending upon the plan. The standard rate to send or receive a text message on Standing Rock phones is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to the account may include incremental minute rates per text messages sent or received. If subscribers have used all of their free monthly allotment of minutes, they will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls.

Each domestic text will be deducted from the available messages in the Lifeline free or discounted minute plan or the purchased Standing Rock Non-Lifeline or Additional Minutes Plans. Any unused messages will expire at the end of the monthly subscription period and will not be applied to subsequently purchased minutes, unless the plan includes rollover minutes. When text messaging is assessed at a rate of one (1) minute per text message, if a subscriber uses all the voice minutes in the available plan, and does not pay the monthly fee for the Standing Rock Additional Minutes Plan, the subscriber will not receive their monthly allocation of messages associated with their plan. Subscriber messaging plans do not include international text or picture messaging. Standing Rock does not allow international text messages. Attempting to send international messages could result in deactivation of service and, as applicable, de-enrollment from Standing Rock Lifeline program.

Standing Rock Data Service Rates

\$55 – Basic Wireless 900

256 kbps-4Mbps download, 128 kbps-1.5 Mbps upload, unlimited data allowance

\$55 – 4G LTE 1&3

1 GB upload, 3 GB download, 50GB monthly data allowance

\$65 – 4G LTE 3&6

3 GB upload, 6 GB download, 50 GB monthly data allowance

Standing Rock Directory Assistance, Additional Charges and Services

Directory assistance calls (411) do not have an additional charge, however, they will count as airtime minutes of usage. Calling to 900 / 976 numbers is not available to Standing Rock subscribers. Standing Rock will block any calls to 1-900, 1-976, international calling, or other pay-per-call services. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. Standing Rock allows subscribers to make or receive domestic long-distance calls inside the United States as long as coverage is available. Standing Rock does not allow free calls to other subscribers using the Services. Standing Rock subscriber Mobile Devices do not provide rate information for Services used to make or receive voice calls or messages.

Sales Taxes

Sales taxes apply and are not included in the cost of the Services.

Internet Transparency Statement

Standing Rock commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. Subject to reasonable network management practices, which include the qualifications specified below, Standing Rock does not engage in the following:

1. No Blocking: SRTi does not block access to legal content, applications, services, or non-harmful devices. When customers who subscribe to SRTi data services are roaming off of SRTi's network, SRTi blocks traffic classified as real time entertainment or gaming due to high roaming costs and the impact that this traffic has on the network.
2. No Throttling: SRTi does not impair or degrade lawful Internet traffic on the basis of content, applications, services or non-harmful devices. When customers who subscribe to SRTi data services are roaming off of SRTi's network, data speeds will be limited to 192 kbps until the out-of-network data roaming quota has been exhausted, at which point data roaming will be blocked for the remainder of the month for such data plan. In some instances, depending on the roaming partner, data speeds will be limited to 56 kbps until the out-of-network data roaming quota has been exhausted, at which point data roaming will be blocked for the remainder of the month for such data plan. For customers subscribing to 4G LTE fixed service, traffic classified as real time entertainment or gaming will be limited to 1.5 Mbps. Also, for customers subscribing to 4G LTE fixed

service, data speeds will be limited to 1 Mbps downlink and 512 kbps uplink after the data usage quota for the service has been exhausted.

3. No Paid or Affiliated Prioritization: SRTi does not favor some lawful Internet traffic over other lawful traffic in exchange for consideration of any kind – in other words, no “fast lanes.” SRTi also will not prioritize content and services of our affiliates.

Subject to reasonable network management, SRTi will not unreasonably interfere with or unreasonably disadvantage end users’ ability to select, access, and use broadband Internet access service or the lawful Internet content, applications, services, or devices of their choice, or edge providers’ ability to make lawful content, applications, services, or devices available to end users.

Network Security and Congestion Management

SRTi uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability.

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. SRTi may seek criminal charges against those who inflict network malice. SRTi may also attempt to recover costs incurred from network malice.

It is not acceptable to use the SRTi 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, which include but are not limited to:

- Attempting 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.
- Attempts 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.
- Reselling any SRTi Internet Services, without SRTi’s written consent.
- Distribution of SRTi Internet Services beyond the scope of your end-user account.
- Equipment, accessory, apparatus, circuit or devices that are harmful to the network, shall not be attached to or connected with SRTi facilities.
- Circumventing copyright laws and regulation, including the unauthorized download of music, video, images, books, software or content and/or other copyright protected works.

SRTi provides spam filtering with each customer's email address. Details of this service are listed on SRTi's website. SRTi will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

For information on SRTi's Privacy Policy, please click on the following website link:
<http://www.standingrocktelecom.com/legal.html>.

Network Performance

Mobile Broadband Internet Access Service ("BIAS"). SRTi provides mobile wireless over its wireless radio network in its licensed service area using LTE and 3G technology.

Expected and actual speeds and latency for SRTi's mobile wireless BIAS will depend on various factors, including the customer's proximity to the cell site and whether the customer is receiving service on a 3G or 4G LTE network. The Typical Speed Range ("TSR") for 3G download and upload is .50 to 4 Mbps with latency between 27 ms and 99 ms. For 4G LTE the TSR is 1 to 15 Mbps for download and .50 to 5 Mbps upload with latency between 20 ms and 99 ms.

Fixed Broadband Internet Access Service. SRTi provides fixed BIAS to its customers via fixed wireless broadband.

Customers can reasonably expect their fixed BIAS to deliver between 25% - 80% of the advertised speeds with a latency between 10 ms to 99 ms. SRTi conducts internal testing of its fixed BIAS and has confirmed actual speed and latency within this expectation. Advertised speeds can be found on SRTi's website. Customers can test their actual speeds using Ookla at <https://www.speedtest.net>. Customers should expect actual speeds to vary depending on the time of day, network congestion, and weather conditions.

Commercial Pricing

For pricing information on available mobile BIAS services, please click on the following website links: <http://www.standingrocktelecom.com/wireless.html> and <http://www.standingrocktelecom.com/internet.html>.

Contact Information

For questions, concerns or requests for additional information about our network management practices or this Internet Transparency Statement, please contact SRTi customer services at 701-854-7098.

Additional Information

Please contact Standing Rock at 701-854-7098, or visit our website

at www.standingrocktelecom.com, for additional pricing information or answers to any questions about the Services.