

# E4 CONNECT

## SUBSCRIBER AGREEMENT

| REGISTRATION INFORMATION (the "Registration Info") |  |
|--|--|
| "Installation Date":                               | _____, _____   |
| "Subscriber":                                      | Name: _____  |
| "Premises":  | Street Address: _____<br>City: _____, State: _____ Zip Code: _____ |
| "Subscriber's Notice Email Address":               |  |
| "Subscriber's Contact Telephone Number"            |  |

This SUBSCRIBER AGREEMENT (the "Agreement"), dated the Installation Date, sets forth the terms and conditions under which E4 CONNECT, INC., an Oregon corporation (together with its affiliates and distribution partners, "Company"), agrees to provide broadband internet service (the "Internet Service") to Subscriber. Company and Subscriber may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." By completing the registration and using the Internet Service, Subscriber: (i) agrees to abide by, and require other "Users" (defined in Section 1.2) to abide by, the terms of this Agreement; and (ii) represents and warrants that Subscriber is at least eighteen (18) years of age and has full legal authority to enter into this Agreement.

Company reserves the right to modify the terms of this Agreement (including, without limitation, pricing) and/or discontinue or modify the Internet Service from time to time by posting changes to Company's standard terms and conditions (as updated from time to time, the "Standard Terms") located on Company's website located at <https://oiutelecom.net> (the "Website"). Subscriber's continued use of the Internet Service after changes to the Standard Terms have been posted constitutes Subscriber's acceptance of such modifications. Further: (a) in the event of any irreconcilable conflict between the terms and conditions of this Agreement and the Standard Terms, the Standard Terms control; and (b) Company's ACCEPTABLE USE POLICY (the "AUP") and PRIVACY POLICY (the "Privacy Policy"), as both may be amended and modified from time to time, constitute part of, and are incorporated in, this Agreement. The AUP can be found at \_\_\_\_\_ and describes, among other things, certain prohibited uses of the Internet Service; and the Privacy Policy can be found at \_\_\_\_\_ and describes, among other things, the information Company collects about Users and their activities on Company's network enabling the Internet Service (the "Network") and how that information may be used and shared.

IF SUBSCRIBER DOES NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING AS AMENDED OR REVISED BY COMPANY

FROM TIME TO TIME), SUBSCRIBER SHALL: (1) IMMEDIATELY STOP USE OF THE INTERNET SERVICE; (2) NOTIFY COMPANY SO THAT SUBSCRIBER'S ACCOUNT CAN BE CLOSED; AND (3) PERFORM THE OTHER APPLICABLE OBLIGATIONS REQUIRED OF SUBSCRIBER UPON TERMINATION OF THIS AGREEMENT.

**1. INTERNET SERVICE.** As of the Installation Date, Company will install "Company Equipment" (defined in Section 3) at Premises and make available the Internet Service to Subscriber.

**1.1 No Email.** Subscriber acknowledges that the Internet Service does not include any email services, file-sharing services, game servers, web-hosting services, or other such services, all of which constitute "Third-Party Services" (defined in Section 5).

**1.2 Conditions.** Subscriber shall use the Internet Service, and shall cause anyone else who uses the Internet Service from the Premises or through Subscriber's wireless network (either, a "User," and in the plural, "Users") to use the Internet Service, strictly in accordance with this Agreement, the AUP, and all applicable laws and regulations, including, without limitation, export, encryption, child pornography, and financial transaction laws and regulations (collectively, "Applicable Laws").

**1.3 Security.** Subscriber shall: (i) be responsible for maintaining the confidentiality of passwords used with the Internet Service; (ii) not assign, transfer, resell, or sublicense Subscriber's rights as a subscriber; (iii) permit access to the Internet Service to persons only within the single residence constituting the Premises; (iv) be solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether by Subscriber or another User; and (v) contact Company immediately upon the occurrence of any change in Subscriber's Registration Info so that Company is able to update Subscriber's account. Subscriber also acknowledges that information a User transmits over the internet may be intercepted, eavesdropped upon, and/or misappropriated by unauthorized parties; and Subscriber hereby forever and irrevocably releases, and agrees to hold harmless, "Company Parties" (defined in Section 3.4) from

and against any and all claims, actions, liabilities, demands, and/or suits brought or threatened by any User or other third party ("Claims"), and any losses, damages, fines, penalties, awards, costs, and expenses, including, without limitation, attorneys' fees associated therewith (collectively, "Losses"), resulting therefrom.

**1.4 Management of Network.** Company reserves the right to manage the Internet Service and Network for the benefit of the greatest number of subscribers, including, without limitation, through the following practices: rate limiting; anti-virus mechanisms; traffic prioritization; and protocol filtering (collectively, "Rate Limiting Practices"). Subscriber acknowledges that such practices may affect the performance of the Internet Service and Subscriber's access to the internet. Company will endeavor to perform planned maintenance of the Internet Service and Network between 12:00 a.m. and 6:00 a.m. (Mountain Time), but if exigent circumstances require maintenance at another time, Company reserves the right to perform maintenance at such times as necessary.

**1.4.1 Excessive Bandwidth Consumption.** Subscriber acknowledges that: (i) Network is designed for usage by a typical residential user; (ii) bandwidth is a limited, shared resource among Subscriber and other customers of Company; and (iii) computer activity resulting in excessive or sustained bandwidth consumption burdens and may impair the functioning and usability of Network. In consequence, Subscriber agrees that if Company, in its sole discretion, determines that a User is utilizing Network in a manner uncharacteristic of a typical residential user, Company is entitled to: (a) implement Rate Limiting Practices or other technology selected by Company to minimize congestion and/or slow Subscriber's service for purposes of bandwidth conservation; (b) otherwise adjust, limit, restrict, or suspend Subscriber's and its Users' access to Network; (c) require Subscriber to upgrade its service level or pay additional fees in accordance with Company's then-current, applicable rates and charges for such service; and/or (d) require Subscriber to utilize a specific modem that enables efficient use of Network.

**1.5 No Responsibility for Content.** Subscriber acknowledges and agrees that: (i) Company is not responsible for (a) materials created, published, disseminated, or stored by Users or third parties (collectively, "Internet Content"), or (b) Users' access to Internet Content through Network or otherwise; (ii) certain Internet Content may contain materials that are unsuitable for minors, and it is Subscriber's obligation to supervise any minor's use of the Internet Service; (iii) each User accesses and uses Internet Content at Subscriber's risk; (iv) Company has no duty, obligation, or responsibility to monitor, or exercise any control over, Internet Content; and (v) notwithstanding Company has no such duty, obligation, or responsibility, Company has expressly reserved the right to exercise, with or without notice, editorial control of Internet Content available on Network to the full extent permitted under Applicable Laws, including, without limitation (a) removing, blocking access to, or otherwise making unavailable such materials on the Network (including, without limitation, such materials that Company in its sole discretion considers to be obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable), and/or (b) suspending or

terminating the right of Subscriber and Users to create, publish, disseminate, store, access, or retrieve such materials.

**1.6 Posting of Material.** Subscriber acknowledges and agrees that Subscriber is solely responsible and liable for all material that any User uploads, posts, emails, transmits, or otherwise makes available via the Internet Service or Network, including, without limitation, material that Subscriber posts to any Third-Party Services.

**1.7 Force Majeure.** Company's obligation to provide the Internet Service and any other goods or services under this Agreement is expressly subject to events beyond Company's reasonable control, including, without limitation, any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, utility or telecommunication disruption, riots, epidemics, pandemics, quarantines, public health directives, delays in obtaining necessary permits, licenses, or approvals caused by bureaucratic inaction, and preemption of existing services by federal, state, or local governments or any military authorities as a result of national emergencies or otherwise (each of the foregoing, a "Force Majeure Event"). Any Force Majeure Event excuses the performance of Company under this Agreement for a period equal to the duration of such event, plus such additional amount of time as necessary for Company to recommence performance.

**2. PAYMENT.** Subscriber shall: (i) except as otherwise provided in Section 2.1, pay in advance each calendar month during the "Term" (defined in Section 4) the then-current monthly subscription fee identified on the Website, including, without limitation, applicable taxes, surcharges, and service fees (collectively, "Subscription Fees"); (ii) pay in arrears each calendar month all other charges for services provided by Company to Subscriber during the immediately preceding calendar month at the applicable rates identified on the Website, including, without limitation, any installation fees (collectively, "Additional Fees"); (iii) pay within thirty (30) days after the expiration or earlier termination of this Agreement (either, a "Termination") all remaining amounts due Company under this Agreement that remain unpaid (together with Subscription Fees and Additional Fees, "Fees"); and (iv) be financially responsible for any and all other charges, costs, and/or Losses resulting from, or arising out of, Users' use of the Internet Service. Company will endeavor to provide Subscriber with reasonable prior notice of changes in the rates of Fees as posted to the Website.

**2.1 Stub Period.** Subscriber shall begin paying Fees on the first day of the calendar month following the Installation Date or, if Company was unable to process the billing before such day, then the first day of the following calendar month (the "Initial Payment Date"). Subscriber accordingly acknowledges that the initial payment under this Agreement will include: (i) Subscription Fees for the period from the Installation Date until the Initial Payment Date (which are paid in arrears); (ii) Subscription Fees for the calendar month beginning on the Initial Payment Date (which are paid in advance); (iii) the "Deposit" (defined in Section 2.4); and (iv) any other Fees due and owing for services provided by

Company to Subscriber prior to the Initial Payment Date.

**2.2 Monthly Invoices.** Company is entitled to bill Subscriber prior to the first day of each calendar month; and Subscriber shall pay the Fees set forth in such invoice on or before the later to occur of: (i) the first day of the calendar month after receipt of the applicable invoice; and (ii) ten (10) days after receipt of the applicable invoice.

**2.3 Electronic Communications.** Subscriber consents to Company communicating with Subscriber regarding Fees and other matters under this Agreement through telephone calls, voicemail messages, emails, and/or text messages at, respectively, Subscriber's Notice Email Address and/or Subscriber's Contact Telephone Number (even if Subscriber incurs third-party service charges for such communications).

**2.4 Deposit.** Together with payment of the initial Subscription Fees, Subscriber shall deposit with Company the applicable sum then set forth on the Website as security for the return of Company Equipment and Subscriber's performance of its other obligations under this Agreement (the "Deposit"). To the extent permitted by Applicable Laws, Company may draw from time to time amounts from the Deposit to pay amounts owed but not timely paid by Subscriber to Company under this Agreement. Company may also require Subscriber to replenish amounts drawn from the Deposit together with the payment of the next installment of Subscription Fees. In the event Subscriber timely pays all Fees during the "Initial Period" (defined in Section 4), Company agrees to release the Deposit to Subscriber within thirty (30) days after the conclusion of the Initial Period, and in all events, Company shall release to Subscriber any remaining balance of the Deposit within thirty (30) days after Termination or earlier as required by Applicable Laws.

**2.5 Late Fees.** If Subscriber fails to deliver payment to Company on or before the respective due date, Company may assess late fees as then identified on the Website plus collection charges (including, without limitation, bank charges and attorneys' fees). Currently, Company charges a late fee of \$3.00 per bill not timely paid and a \$20.00 fee per returned check (unless a lower amount is required under Applicable Laws or the return was a bank error properly documented by Subscriber). Company may: (i) also suspend or disconnect Subscriber's access to the Internet Service; and (ii) as a condition for restoring access to the Internet Service, impose a reconnection fee and require payment of any outstanding balance on Subscriber's account.

**2.6 Dispute.** If Subscriber desires to dispute any Fees, Subscriber must notify Company by calling the telephone number set forth in Section 10 ("Notice") within sixty (60) days after such Fees were first charged to Subscriber's account; otherwise, Subscriber hereby agrees that Subscriber is deemed to have approved and accepted such Fees. Upon timely receipt of a Notice of dispute, Company will investigate and either: (i) adjust the billing and issue a credit to be applied against future Fees; or (ii) notify Subscriber that Subscriber's claim of overpayment has been denied.

**2.7 Credit Bureaus.** Subscriber authorizes Company to inquire about Subscriber's credit history and to utilize such information in deciding whether to provide the Internet Service to Subscriber. Subscriber also acknowledges and

agrees that Company may report information about the status of Subscriber's account with Company to credit bureaus, including, without limitation, information related to Subscriber's late payments, missed payments, and/or other defaults.

**3. COMPANY EQUIPMENT.** For an extra fee, as applicable, and as set forth on the Website, Company may provide Subscriber with certain equipment and other materials necessary for using the Internet Service ("Company Equipment"). Company retains ownership of such equipment, and Subscriber shall not: (i) directly or indirectly sell, mortgage, pledge, or otherwise dispose of or encumber any Company Equipment; (ii) change the location where Company Equipment is installed; (iii) tamper with, damage, mishandle, or alter in any manner Company Equipment; or (iv) remove Company Equipment from the Premises. Upon Termination and in accordance with Section 4.2 and Section 4.3 (or as otherwise directed by Company), Subscriber shall deliver Company Equipment to Company in good and working condition, normal wear, tear, and obsolescence excepted.

**3.1 Customer-Provided Equipment.** In the event Subscriber elects to provide its own router or other equipment in lieu of using Company Equipment for accessing Network ("Customer-Provided Equipment"): (i) Company has no obligation to troubleshoot, maintain, configure, repair, or provide support for any Customer-Provided Equipment; and (ii) Company may suspend the Internet Service in the event any Customer-Provided Equipment disrupts, impairs, or interferes with the operation of Network.

**3.2 Installation.** Provided Subscriber's computers meet or exceed Company's then-current minimum requirements, Company will use commercially reasonable efforts to install the Internet Service to full operational status. Subscriber hereby authorizes Company personnel and/or its agents to enter the Premises at mutually agreed upon times in order to locate, install, inspect, maintain, repair, replace, and remove Company Equipment.

**3.3 Wiring.** Except as otherwise provided by, and without limitation of, any separate agreement between the Parties, in the event the Internet Service requires the location and installation of such Company Equipment as cabling, wiring, junctions, or hard access points at Premises (collectively, "Cabling"), Subscriber hereby grants Company an irrevocable license during the Term to locate and install Cabling in and through the Premises as necessary, in Company's discretion, to enable the operation and use of the Internet Service by Subscriber. Company, however, has no obligation to locate or install any Cabling that Company deems, in its sole and absolute discretion, to be commercially impracticable, including, without limitation, on account of installation difficulties, excessive installation costs, or potential interference issues.

**3.4 Owner's Permission.** If Subscriber is not the owner of the Premises, Subscriber: (i) represents that Subscriber has obtained the consent of the owner of the Premises for Company's personnel and/or its agents to enter the Premises for the purposes of locating, installing, inspecting, maintaining, repairing, replacing, and removing Company Equipment (including, without limitation, Cabling); and (ii)

shall indemnify, defend, and hold harmless (“Indemnify”) Company, its affiliates, successors, and assigns, and each of the foregoing parties’ members, managers, directors, officers, employees, and agents (collectively, the “Company Parties”) from and against any Claims and/or Losses asserted or alleged by the owner of the Premises resulting from, or arising out of, Company’s performance of its obligations, and exercise of its rights, under this Agreement. Subscriber further acknowledges and agrees that Company may periodically update and modify, onsite or (with or without notice) remotely, Company Equipment in order to provide or improve the Internet Service.

**3.5 Subscriber Devices.** After installation of the Internet Service, Subscriber may connect Subscriber’s computers and other devices within the Premises to the Network (“Subscriber Devices”); provided, however, the Subscriber Devices do not harm or interfere with the Network or infringe upon other users’ use of the Internet Service. In the event any Subscriber Devices disrupt, impair, or interfere with the Network or impair other users’ use of the Internet Service, Subscriber shall remove the applicable devices from the Network upon demand. Subscriber acknowledges and agrees that Company has no obligation to install, operate, service, or maintain any Subscriber Devices.

**3.6 Security.** Subscriber is solely responsible for the management and security of Subscriber’s data, including, without limitation, backing up and restoring Subscriber’s data, managing file and print sharing, implementing procedures for the accuracy of data and its transmission, and implementing security measures such as anti-virus and firewall software, both of which software Company highly recommends. Subscriber acknowledges and agrees that Company is expressly not responsible or liable for the management or security of Subscriber’s or any User’s data, Customer-Provided Equipment, or Subscriber Devices, including, without limitation: (i) loss of Subscriber’s or any User’s data or backup or restoration of Subscriber’s or any User’s data (including, without limitation, during an installation pursuant to Section 3.2); (ii) credit card fraud or theft; (iii) password theft; or (iv) damage caused by viruses, malware, and/or other malicious programs.

**4. TERM.** The term of this Agreement commences on the Installation Date and continues until the day immediately preceding the first anniversary of the Installation Date (the “Initial Period”). Unless Subscriber provides Company with Notice thirty (30) days prior to the expiration of the Initial Period, this Agreement will continue in full force and effect on a month-to-month basis until terminated as provided in Section 4.1, and the period from the Installation Date until Termination constitutes the “Term.”

**4.1 Termination and Surviving Obligations.** Either Party may terminate this Agreement at any time without cause by providing the other Party with no less than twenty-four (24) hours prior notice of such termination. In the event Subscriber terminates this Agreement during the Initial Period, however, Subscriber shall pay the applicable early termination fees then identified on the Website. In the event Subscriber terminates this Agreement, Subscriber shall notify Company through Notice and acknowledges and agrees that: (i) notices provided via email or mail do not constitute effective Notice; and (ii) Company is obligated to refund prepaid Subscription Fees for any partial calendar

month during the Term only to the extent then set forth on the Website. Company may notify Subscriber of termination (and other matters) by electronic or other means, including through email to Subscriber’s Notice Email Address. Further, upon Termination: (a) Subscriber’s right to use the Internet Service and Company Equipment ceases; (b) Subscriber shall pay Company in full for Subscriber’s use of the Internet Service and Company Equipment up to the later of (1) the date of Termination, and (2) the date on which the Internet Service is disconnected; (c) Subscriber shall permit Company to access the Premises at a reasonable time to remove any Company Equipment; and (d) Subscriber authorizes Company to delete all files, programs, and/or data associated with Subscriber’s account. Subscriber also acknowledges and agrees that Company is not obligated to return Subscriber’s computer(s) or any other Subscriber Devices to their original configuration prior to the commencement of Company’s provision of the Internet Service.

**4.2 Pickup of Company Equipment.** Company representatives will contact Subscriber to arrange for pickup of Company Equipment. If such representatives for any reason cannot make arrangements with Subscriber (or Subscriber does not make Company Equipment available for pickup at the scheduled time), then Subscriber is responsible for returning Company Equipment to Company at Subscriber’s sole expense within seven (7) business days after receipt of notice from Company. If Subscriber fails to return any Company Equipment in good working condition, normal wear, tear, and obsolescence excepted, Company may offset against amounts to be returned to Subscriber and if such amounts are insufficient, Company may invoice Subscriber the remainder of the amount due, and Subscriber shall pay such remainder within seven (7) business days after receipt of invoice. Amounts not timely paid pursuant to this Section 4 thereafter bear interest at the lesser of eighteen percent (18%) per annum and the maximum amount permitted under Applicable Laws.

**4.3 Removal of Cabling.** Company, in its sole discretion, may: (i) remove any or all Cabling either concurrently with the pickup of Company Equipment or at another time mutually agreed upon by the Parties (which agreement Subscriber shall not unreasonably withhold, condition, or delay); or (ii) abandon the Cabling.

**5. THIRD-PARTY SERVICES AND WEBSITES.** In Subscriber’s use of the Internet Service, Subscriber may visit websites operated or owned, or elect to receive services provided, by third parties (collectively, “Third-Party Services”). In the event the Website includes any links to Third-Party Services, such links are provided to Subscriber as a convenience and are not under the control or ownership of Company. Further, the inclusion of any link to Third-Party Services on the Website is not: (i) an endorsement by Company of such Third-Party Services; (ii) an acknowledgement of any affiliation with its operators or owners; or (iii) a warranty regarding the Third-Party Services. Subscriber’s use of any Third-Party Services is governed by the various legal agreements and policies posted on the website for the respective Third-Party Services; and materials available on the Network are or may be protected by copyright law and are the property of their respective owners (including, without limitation, such parties’

trademarks and service marks).

**6. DISCLAIMERS.** THE INTERNET SERVICE IS PROVIDED TO SUBSCRIBER "AS IS" WITHOUT WARRANTY OF ANY KIND. EACH OF COMPANY, ITS AFFILIATES, AND THEIR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (i) THE INTERNET SERVICE IS OR WILL BE ERROR-FREE OR FREE FROM VIRUSES, MALWARE, OR OTHER HARMFUL OR MALICIOUS AGENTS; (ii) ANY DATA OR FILES SENT BY USERS WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME; (iii) THE INTERNET SERVICE WILL AT ALL TIMES DURING THE TERM AND WITHOUT INTERRUPTION BE AVAILABLE FOR USE BY USERS, WITH SUBSCRIBER'S EXPRESS ACKNOWLEDGMENT THAT IF SUBSCRIBER OR ANY OTHER USER REQUIRES GUARANTEED ACCESS TO THE INTERNET, SUBSCRIBER MUST OBTAIN BACKUP SERVICES FROM ADDITIONAL INTERNET SERVICE PROVIDERS; (iv) THE INTERNET SERVICE WILL HAVE ANY MINIMUM "UPTIME" OR DATA TRANSMISSION OR RECEPTION SPEED; (v) ANY WIRELESS ROUTER WILL HAVE A MINIMUM COVERAGE AREA OR RANGE; (vi) COMPANY EQUIPMENT IS COMPATIBLE WITH ANY OR ALL SUBSCRIBER DEVICES; (vii) UPDATES AND MODIFICATIONS OF COMPANY EQUIPMENT WILL NOT DISRUPT THE NORMAL OPERATIONS OF SUBSCRIBER DEVICES; OR (viii) COMPANY'S PROVISION OF TECHNICAL SUPPORT SERVICES WILL IN ALL EVENTS BE ABLE TO SOLVE USERS' ISSUES, WILL BE FREE OF ERROR, OR WILL NOT RESULT IN ANY LOSSES TO USERS. FURTHER, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY, ARE HEREBY EXCLUDED AND DISCLAIMED.

**6.1 Limitation of Liability.** SUBSCRIBER AGREES THAT: (i) COMPANY PARTIES ARE NOT LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA AND LOSS OF REVENUES OR PROFITS), REGARDLESS OF WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) COMPANY'S CUMULATIVE LIABILITY TO SUBSCRIBER FOR ANY AND ALL CLAIMS AND LOSSES RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT, THE INTERNET SERVICE, THE NETWORK, OR ANY COMPANY EQUIPMENT IN NO EVENT MAY EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUBSCRIBER TO COMPANY DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO SUCH CLAIMS OR LOSSES (the "Cap").

**6.2 Release.** SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ACT, OR OMISSION OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONDUCT, OR ANY

INFRINGEMENT OF ANOTHER'S RIGHTS SUCH AS PRIVACY AND INTELLECTUAL PROPERTY RIGHTS. FURTHER, SUBSCRIBER, ON BEHALF OF SUBSCRIBER AND SUBSCRIBER'S HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (collectively, "Subscriber Parties") HEREBY FOREVER AND IRREVOCABLY RELEASES, AND AGREES TO HOLD HARMLESS, COMPANY PARTIES FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES IN EXCESS OF THE CAP OR RESULTING FROM, OR ARISING OUT OF: (i) THE ACTIVITIES OF THIRD PARTIES OR THE PROVISION OF THIRD-PARTY SERVICES; (ii) ANY USER'S ACCESS TO, OR USE OF, INTERNET CONTENT; (iii) ANY LOSS OR CORRUPTION OF DATA; (iv) ANY DAMAGE TO SUBSCRIBER DEVICES; (v) ANY USER'S PURCHASES OR CHARGES THROUGH THE NETWORK; (vi) EXCEPT IN CASES OF COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, COMPANY'S EMPLOYEES' OR AGENTS' ENTRANCE UPON OR INTO THE PREMISES FOR THE LOCATION, INSTALLATION, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF COMPANY EQUIPMENT; (vii) COMPANY'S ABANDONMENT OF CABLING; AND/OR (viii) COMPANY'S PROVISION OF TECHNICAL SUPPORT.

**6.3 Waiver.** SUBSCRIBER ON ITS OWN BEHALF AND ON BEHALF OF THE OTHER SUBSCRIBER PARTIES, HEREBY WAIVES THE PROVISIONS OF ANY APPLICABLE LAWS RESTRICTING THE RELEASE OF CLAIMS AND LOSSES THAT SUBSCRIBER PARTIES DO NOT KNOW OR SUSPECT TO EXIST AT THE TIME OF RELEASE, THAT, IF KNOWN, WOULD HAVE MATERIALLY AFFECTED THE DECISION TO AGREE TO THE RELEASES SET FORTH IN THIS AGREEMENT (collectively, the "Releases"). FURTHER, SUBSCRIBER ON ITS OWN BEHALF AND ON BEHALF OF THE OTHER SUBSCRIBER PARTIES, ACKNOWLEDGES AND AGREES THAT: (i) FACTUAL MATTERS NOW UNKNOWN MAY HAVE GIVEN, OR MAY HEREAFTER GIVE, RISE TO CLAIMS AND LOSSES PERTAINING TO RELEASES THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED, AND UNSUSPECTED; (ii) THE RELEASES HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF SUCH REALIZATION; AND (iii) SUBSCRIBER, ON ITS OWN BEHALF AND ON BEHALF OF THE OTHER SUBSCRIBER PARTIES, NONETHELESS INTENDS TO AND DOES RELEASE, DISCHARGE, AND ACQUIT COMPANY PARTIES AS AND TO THE EXTENT SET FORTH IN THIS AGREEMENT FROM ANY SUCH UNKNOWN CLAIMS AND LOSSES.

**6.4 Exclusive Remedies.** Subscriber's sole and exclusive remedies under this Agreement are set forth in this Section 6. Some states do not allow the exclusion or limitation of certain warranties, so some exclusions and limitations set forth in this Section 6 may not apply to Subscriber.

**7. INDEMNIFICATION.** Subscriber shall Indemnify Company Parties from and against any and all Claims and Losses asserted by any third party resulting from, or arising out of: (i) any breach of this Agreement by Subscriber or any violation of this Agreement by any User, including, without limitation (a) a violation of the AUP, (b) any third-party Claims for libel, slander, invasion of privacy, infringement of

intellectual property, or disclosure of trade secrets by Subscriber or any User; and/or (c) any spam or other unsolicited emails distributed through the Internet Service by any User; and/or (ii) any act or omission by Subscriber or any other User in the use of the Internet Service or any Company Equipment, including, without limitation, acts and omissions resulting in personal injury and/or property damage. Company will notify Subscriber within a reasonable period of time of any third-party Claims for which Company seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such Claims; provided, however, Subscriber's participation is not conducted in a manner prejudicial to Company's interests as reasonably determined by Company.

**8. GOVERNING LAW AND JURISDICTION.** This Agreement is exclusively governed by, and is to be construed in accordance with, the laws of the State of Idaho, without regard to its conflict-of-laws provisions; all disputes arising out of, or related to, this Agreement and/or the Internet Service must be brought in a federal or state court located in the State of Idaho; and Subscriber irrevocably consents to the personal jurisdiction of such courts located in the State of Idaho. Further (and without limitation of Section 2.6), Subscriber waives all rights to bring any Claim more than one (1) year after the date the cause of action arose.

**9. MISCELLANEOUS.** There are no intended third-party beneficiaries of this Agreement, and this Agreement constitutes the entire agreement and understanding between

the Parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements (including, without limitation, any advertisements, brochures, and other promotional materials). In the event any portion of this Agreement is held to be unenforceable, such portion is to be construed so as to accord with Applicable Laws while also reflecting as nearly as possible the original intentions of the Parties and with the balance of the provisions of this Agreement remaining in full force and effect. Nothing contained in this Agreement may be construed to limit Company's rights and remedies available at law or in equity. Company's failure to insist upon or enforce strict performance of any provision of this Agreement may not be construed as a waiver of any provision or right. Neither the course of conduct between the Parties nor any trade practice constitutes a modification of any provision of this Agreement. This Agreement may not be assigned or transferred by Subscriber, but this Agreement is freely assignable by Company. All obligations that may require performance after Termination expressly survive Termination, including, without limitation, all obligations to Indemnify, to hold harmless, and to pay for previously provided services.

**10. COMPANY'S CONTACT INFORMATION.** For any questions regarding this Agreement (including, without limitation, billing questions) and to provide Company with any Notice under this Agreement, please call Company at 800-624-0082 to speak with a Company representative.

IN WITNESS WHEREOF, Subscriber enters into and makes effective this Agreement as of the Installation Date.

**SUBSCRIBER:**

Signature: \_\_\_\_\_

Name: