



## STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS (the “Terms”) set forth the terms and conditions under which E4 CONNECT, INC., an Oregon corporation (together with its affiliates and distribution partners, “Company”), provides broadband internet service (the “Internet Service”) to individuals and businesses subscribing to such services (“Subscribers,” and in the singular, a “Subscriber”). By using the Internet Service, Subscribers must abide by, and require their “Users” (defined in Section 1.2) to abide by, these Terms.

Company expressly reserves the right to modify these Terms (including, without limitation, pricing) and/or discontinue or modify the Internet Service from time to time by posting changes on Company’s website located at <https://oiutelecom.net> (the “Website”), and Subscribers’ continued use of the Internet Service after changes to these Terms have been posted constitutes Subscribers’ acceptance of such modifications. Further: (a) in the event of any irreconcilable conflict between these Terms and the terms and conditions set forth in a Subscriber’s subscription agreement, these Terms control; and (b) Company’s ACCEPTABLE USE POLICY (the “AUP”) and PRIVACY POLICY (the “Privacy Policy”), as both may be amended or otherwise modified from time to time, constitute part of, and are incorporated in, these Terms. 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 A SUBSCRIBER DOES NOT AGREE TO ANY OF THESE TERMS (INCLUDING AS AMENDED OR REVISED BY COMPANY FROM TIME TO TIME), IT MUST: (1) IMMEDIATELY STOP USE OF THE INTERNET SERVICE; (2) NOTIFY COMPANY SO THAT ITS ACCOUNT CAN BE CLOSED; AND (3) PERFORM THE OTHER APPLICABLE OBLIGATIONS REQUIRED OF SUBSCRIBERS UPON TERMINATION OF THEIR ACCOUNT.

### 1. INTERNET SERVICE.

**1.1 No Email.** The Internet Service expressly 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.** Each Subscriber must use the Internet Service, and must cause anyone else who uses the Internet Service from such Subscriber’s premises or through such Subscriber’s wireless network (either, a “User,” and in the plural, “Users”) to use the Internet Service, strictly in accordance with the applicable subscription agreement, these Terms, 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.** Subscribers must: (i) be responsible for maintaining the confidentiality of passwords used with the Internet Service; (ii) not assign, transfer, resell, or sublicense their rights as a Subscribers; (iii) permit access to the Internet Service to persons only within the single residence constituting the premises of the respective Subscriber; (iv) be solely responsible and liable for any and all breaches of these Terms, whether by itself or any of their Users; and (v) contact Company immediately upon the occurrence of any change in their registration information so that Company is able to update the applicable Subscriber’s account. Company also informs Subscribers that information a User transmits over the internet may be intercepted, eavesdropped upon, and/or misappropriated by unauthorized parties; and as set forth in the subscription agreements, Subscribers have forever and irrevocably released, and have agreed 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”). Company expressly informs Subscribers that such practices may affect the performance of the Internet Service and Subscribers’ 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.** The Network is designed for usage by a typical residential user; bandwidth is a limited, shared resource among Subscribers and other customers of Company; and computer activity resulting in excessive or sustained bandwidth consumption burdens and may impair the functioning and usability of Network. In consequence, 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 Subscribers' service for purposes of bandwidth conservation; (b) otherwise adjust, limit, restrict, or suspend Subscribers' and their Users' access to Network; (c) require Subscribers to upgrade their service level or pay additional fees in accordance with Company's then-current, applicable rates and charges for such service; and/or (d) require Subscribers to utilize a specific modem that enables efficient use of Network.

**1.5 No Responsibility for Content.** Company informs Subscribers 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 Subscribers' obligation to supervise minors' use of the Internet Service; (iii) Users access and use Internet Content at Subscribers' 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 Subscribers and Users to create, publish, disseminate, store, access, or retrieve such materials.

**1.6 Posting of Material.** Subscribers are solely responsible and liable for all material that their Users upload, post, email, transmit, or otherwise make available via the Internet Service or Network, including, without limitation, material that Subscribers post to any Third-Party Services.

**1.7 Force Majeure.** Company's obligation to provide the Internet Service and any other goods or services under the subscription agreements and these Terms 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 the subscription agreements and these Terms 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.** Subscribers must: (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 the applicable Subscriber during the immediately preceding calendar month at the respective 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 the applicable subscription agreement (either, a "Termination") all remaining amounts due Company under these Terms 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 Subscribers with reasonable prior notice of changes in the rates of Fees as posted to the Website.

**2.1 Stub Period.** A Subscriber must begin paying Fees on the first day of the calendar month following the installation of "Company Equipment" (defined in Section 3) at such Subscriber's premises, 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"). The initial payment under these Terms includes: (i) Subscription Fees for the period from such date of installation 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 the respective Subscriber prior to the Initial Payment Date.

**2.2 Monthly Invoices.** Company is entitled to bill Subscribers prior to the first day of each calendar month; and Subscribers must 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.** As set forth in its subscription agreement, each Subscriber has consented to Company communications regarding Fees and other matters through telephone calls, voicemail messages, emails, and/or text messages at the respective Subscriber's "Notice Email Address" and/or "Contact Telephone Number" identified in its respective subscription agreement (even if a Subscriber incurs third-party service charges for such communications).

**2.4 Deposit.** Together with payment of the initial Subscription Fees, Subscribers must deposit with Company the applicable sum then set forth on the Website as security for the return of Company Equipment and Subscribers' performance of other obligations under their subscription agreements and these Terms (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 the applicable Subscriber to Company. Company may also require a Subscriber to replenish amounts drawn from the Deposit together with the payment of the next installment of Subscription Fees. In the event a Subscriber timely pays all Fees during the "Initial Period" (defined in [Section 4](#)), Company will release the Deposit to such Subscriber within thirty (30) days after the conclusion of the Initial Period, and in all events, Company must release to a 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 Subscribers fail 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 the applicable Subscriber). Company may: (i) also suspend or disconnect a 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 the respective Subscriber's account.

**2.6 Dispute.** If Subscribers desire to dispute any Fees, Subscribers 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 the respective Subscriber's account; otherwise, Subscribers are 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 the affected Subscriber that its claim of overpayment has been denied.

**2.7 Credit Bureaus.** As set forth in the subscription agreements, Company is entitled to inquire about Subscribers' credit histories and to utilize such information in deciding whether to provide the Internet Service. Company may also report information about the status of Subscribers' accounts with Company to credit bureaus, including, without limitation, information related to Subscribers' 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 Subscribers with certain equipment and other materials necessary for using the Internet Service ("[Company Equipment](#)"). Company retains ownership of such equipment, and a Subscriber may 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 such Subscriber's premises. Upon Termination and in accordance with [Section 4.2](#) (or as otherwise directed by Company), a Subscriber must deliver Company Equipment to Company in good and working condition, normal wear, tear, and obsolescence excepted.

**3.1 Customer-Provided Equipment.** In the event Subscribers provide their 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 Subscribers' 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. As set forth in the subscription agreements and these Terms, Subscribers must permit Company personnel and/or its agents to enter their 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 agreements between Company and a respective Subscriber, in the event the Internet Service requires the location and installation of such Company Equipment as cabling, wiring, junctions, or hard access points at a Subscriber's premises (collectively, "[Cabling](#)"), each Subscriber has granted Company in its subscription agreement an irrevocable license during the Term to locate and install Cabling in and through such Subscriber's premises as necessary, in Company's discretion, to enable the operation and use of the Internet Service by such 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 Subscribers are not the owner of their premises, Subscribers: (i) must have obtained the consent of the owner of such premises for Company's personnel and/or its agents to enter such premises for the purposes of locating, installing, inspecting, maintaining, repairing, replacing, and removing Company Equipment (including, without limitation, Cabling); and (ii) must 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 these Terms. 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, a Subscriber may connect its computers

and other devices within its 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, a Subscriber must remove the applicable devices from the Network upon demand. Company expressly has no obligation to install, operate, service, or maintain any Subscriber Devices.

**3.6 Security.** Subscribers are solely responsible for the management and security of their data, including, without limitation, backing up and restoring 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. Further, Company is expressly not responsible or liable for the management or security of any Subscribers’ or Users’ data, Customer-Provided Equipment, or Subscriber Devices, including, without limitation: (i) loss of Subscribers’ or any Users’ data or backup or restoration of Subscribers’ or Users’ 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.** As set forth in a Subscriber’s subscription agreement, the term of such agreement continues in effect until the day immediately preceding the first anniversary of the “Installation Date” of such agreement (the “Initial Period”). Unless a Subscriber provides Company with Notice thirty (30) days prior to the expiration of the Initial Period, the subscription agreement and these Terms will continue in full force and effect on a month-to-month basis until terminated as provided in Section 4.1, and the “Term” for a particular Subscriber is the period from the Installation Date until Termination.

**4.1 Termination and Surviving Obligations.** Company or a Subscriber may terminate their respective subscription 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 a Subscriber terminates its subscription agreement during the Initial Period, however, such Subscriber must pay the applicable early termination fees then identified on the Website. Further, such Subscriber must notify Company through Notice, and: (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 a Subscriber of termination (and other matters) by electronic or other means, including through email to the respective Subscriber’s Notice Email Address. Moreover, upon Termination: (a) the respective Subscriber’s right to use the Internet Service and Company Equipment ceases; (b) the respective Subscriber must pay Company in full for such 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) the respective Subscriber must permit Company to access the Subscriber’s premises at a reasonable time to remove any Company Equipment; and (d) Company is entitled to delete all files, programs, and/or data associated with such Subscriber’s account. Company is expressly not obligated to return any Subscribers’ 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.** Upon Termination, Company representatives will contact the applicable Subscriber to arrange for pickup of Company Equipment. If such representatives for any reason cannot make arrangements with the respective Subscriber (or the respective Subscriber does not make Company Equipment available for pickup at the scheduled time), then such Subscriber is responsible for returning Company Equipment to Company at the Subscriber’s sole expense within seven (7) business days after receipt of notice from Company. If a 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 such Subscriber and if said amounts are insufficient, Company may invoice the Subscriber the remainder of the amount due, and the Subscriber must 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 Company and the applicable Subscriber may mutually agree upon (which agreement a Subscriber may not unreasonably withhold, condition, or delay); or (ii) abandon the Cabling.

**5. THIRD-PARTY SERVICES AND WEBSITES.** In Subscribers’ use of the Internet Service, Subscribers 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 Subscribers 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. Subscribers’ 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.** AS SET FORTH IN THE SUBSCRIPTION AGREEMENTS AND THESE TERMS, THE INTERNET SERVICE IS PROVIDED TO SUBSCRIBERS “AS IS” WITHOUT WARRANTY OF ANY KIND. EACH OF COMPANY, ITS AFFILIATES, AND THEIR SUPPLIERS AND LICENSORS HAS EXPRESSLY DISCLAIMED AND 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 SUBSCRIBERS' HAVING EXPRESSLY ACKNOWLEDGED IN THEIR SUBSCRIPTION AGREEMENTS THAT IF SUBSCRIBERS OR ANY OTHER USERS REQUIRE GUARANTEED ACCESS TO THE INTERNET, SUBSCRIBERS 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 THESE TERMS, ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY, HAVE BEEN EXCLUDED AND DISCLAIMED.

**6.1 Limitation of Liability.** SUBSCRIBERS HAVE AGREED IN THEIR SUBSCRIPTION AGREEMENTS AND FURTHER AGREE IN THESE TERMS THAT: (i) COMPANY PARTIES ARE NOT LIABLE TO SUBSCRIBERS 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 SUBSCRIBERS 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 THE APPLICABLE 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.** COMPANY EXPRESSLY 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, EACH SUBSCRIBER, ON BEHALF OF ITSELF AND ITS HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (collectively, "Subscriber Parties") HAS IN ITS SUBSCRIPTION AGREEMENT FOREVER AND IRREVOCABLY RELEASED, AND HAS AGREED 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 SUBSCRIBER'S 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.** AS SET FORTH IN THE SUBSCRIPTION AGREEMENTS, SUBSCRIBERS, ON THEIR OWN BEHALF AND ON BEHALF OF THE OTHER SUBSCRIBER PARTIES, HAVE WAIVED 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 THESE TERMS (collectively, the "Releases"). FURTHER: (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) SUBSCRIBERS, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR SUBSCRIBER PARTIES, NONETHELESS INTEND TO AND DO RELEASE, DISCHARGE, AND ACQUIT (AND HAVE RELEASED, DISCHARGED, AND ACQUITTED) COMPANY PARTIES AS AND TO THE EXTENT SET FORTH IN THESE TERMS AND THE SUBSCRIPTION AGREEMENTS FROM ANY SUCH UNKNOWN CLAIMS AND LOSSES.

**6.4 Exclusive Remedies.** Subscribers' sole and exclusive remedies under the subscription agreements and these Terms 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 certain Subscribers.

**7. INDEMNIFICATION.** Each Subscriber must 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 its subscription agreement or these Terms by such Subscriber or any violation of these Terms by any of such Subscriber's Users, 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 such Subscriber or its Users; and/or (c) any spam or other unsolicited emails distributed through the Internet Service by such Subscriber or any of its Users; and/or (ii) any act or omission by such Subscriber or any of its Users 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 the applicable Subscriber within a reasonable period of time of any third-party Claims for which Company seeks indemnification and will afford such Subscriber the opportunity to participate in the defense of such Claims; provided, however, such Subscriber's participation is not conducted in a manner prejudicial to Company's interests as reasonably determined by Company.

**8. GOVERNING LAW AND JURISDICTION.** These Terms are exclusively governed by, and are 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, these Terms and/or the Internet Service must be brought in a federal or state court located in the State of Idaho; and Subscribers have irrevocably consented in the Subscription Agreements and do irrevocably consent in these Terms to the personal jurisdiction of such courts located in the State of Idaho. Further (and without limitation of Section 2.6), Subscribers have waived in the Subscription Agreements 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 to the subscription agreements. In the event any portion of these Terms 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 plain meaning of these Terms and with the balance of the provisions of these Terms remaining in full force and effect. No provision of these Terms may be construed to limit Company's rights and remedies available at law or in equity; and Company's failure to insist upon or enforce strict performance of any provision of these Terms may not be construed as a waiver of any provision or right. Further, neither the course of conduct between the Parties nor any trade practice constitutes a modification of any provision of these Terms. The subscription agreements may not be assigned or transferred by Subscribers but are 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 these Terms (including, without limitation, billing questions) and to provide Company with any Notice under these Terms, Subscribers must call Company at 800-624-0082 and speak with a Company representative.