

SURELINE BROADBAND, LLC

Master Service Agreement and Terms of Service

BY ORDERING OR USING THE SERVICES FROM SURELINE BROADBAND, CUSTOMER ACKNOWLEDGES AND AGREES IT HAS READ AND WILL COMPLY WITH THE TERMS AND CONDITIONS IN THIS MASTER SERVICE AGREEMENT (MSA). BY AGREEING TO THIS MSA, CUSTOMER FURTHER AGREES TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE APPLICABLE PRODUCT SERVICE ADDENDUM (PSA), SURELINE PRIVACY POLICY, AND SURELINE'S, ACCEPTABLE USE POLICY. THIS MASTER SERVICE AGREEMENT OR OTHERWISE REFERRED TO TERMS OF SERVICE SHALL REMAIN AND BE AVAILABLE AT ALL TIMES TO CUSTOMERS ON SURELINE'S WEBSITE AT:

WWW.SURELINEBROADBAND.COM/MSA

1. DEFINITIONS.

1.1 **Affiliate:** Any entity that controls, is controlled by, or is under common control with SURELINE BROADBAND, LLC.

1.2 **Agreement:** This Master Service Agreement, any PSA, Exhibits attached hereto including SURELINE's Privacy Policy (See, Exhibit A), SURELINE's Acceptable Use Policy (See, Exhibit B), any other SURELINE policy and procedure (which may be amended from time to time), Service Order Form(s) executed by Customer, the Notice of Availability, and any of the foregoing that may be made available on SURELINE's Website.

1.3 **SURELINE:** SURELINE BROADBAND, LLC, REFERRED TO WITHIN THIS DOCUMENT AS "SURELINE" an Oregon Domestic Limited Liability Company, doing business under the name of SURELINE Broadband, LLC, and its affiliates. References to SURELINE include SURELINE's parent company, affiliates, subsidiaries, shareholders, directors, officers, employees, representatives, and agents. SURELINE may also include, for purposes of installation and assignment of obligations under this Agreement or Service Order Form(s), any subcontractor of SURELINE BROADBAND, LLC.

1.4 **SURELINE Equipment:** Any and all facilities, equipment, or devices provided by SURELINE or its authorized subcontractors at the Service Location(s) that are used to deliver

any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

1.5 SURELINE Network: The telecommunications/data communications network and network components owned, operated, or controlled by SURELINE, including SURELINE metropolitan area networks, facilities, and SURELINE's Equipment at the Service Location(s). The SURELINE Network does not include network equipment not operated or controlled by SURELINE.

1.6 SURELINE Website: Any website owned or operated by SURELINE including the URL located at: www.surelinebroadband.com will remain available at all times to customer; such that customer may review prior to commencement into agreement of this Master Service Agreement/Terms of Service. Signature upon installation shall mark official agreement to the terms set herein this document. It shall too, be denoted within the signature section or the Service Order/Service Request/Sales Order provided for customer to sign upon installation.

1.7 Confidential Information: All information regarding either Party's business which has been marked, or is otherwise communicated, as being "proprietary" or "confidential," or which reasonably should be known by the receiving party to be proprietary or confidential information. CUSTOMER INFORMATION WILL BE PROVIDE ONLY TO THE ACCOUNT HOLDERS.

1.8 Without limiting the generality of the foregoing, Master Service Agreement/Terms of Service BY ORDERING OR USING THE SERVICES FROM SURELINE BROADBAND, CUSTOMER ACKNOWLEDGES AND AGREES IT HAS READ AND WILL COMPLY WITH THE TERMS AND CONDITIONS IN THIS MASTER SERVICE AGREEMENT (MSA). BY AGREEING TO THIS MSA, CUSTOMER FURTHER AGREES TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE APPLICABLE PRODUCT SERVICE ADDENDUM (PSA), SURELINE PRIVACY POLICY, AND SURELINE's, ACCEPTABLE USE POLICY.

1.11 Monthly Recurring Charge(s) or MRC(s): All monthly recurring fees, charges, and Taxes associated with the Services, use of SURELINE Equipment, set-up or activation fees, re-activation fees, dis-activation/equipment removal, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupment's (however designated).

1.12 Non-Recurring Charge(s) or NRC(s): All fees and charges associated with the provisioning, calibration, and/or installation/de-installation of Services as known and identified in the Service Order Form(s).

1.13 Notice of Availability: SURELINE's written or electronic notice that states the date Services are available for immediate use by Customer (subject to this Agreement) at Customer's Service Location(s). Availability according to the SLA (service level agreement) will be adjusted due to emergency maintenance or as notified to customer in writing when

unforeseen issues out of the control of SURELINE are noticed by SURELINE or Customer. Credits for SLA related issues are at the sole discretion and responsibility of SURELINE. Outtages out of SURELINE control are not subject to the SLA policy, such as, Mother Nature, events of destruction of property, interference violations from other providers, and any other items related to.

1.14 **Party (or Parties)**: A reference to SURELINE or the Customer; and in the plural, a reference to both Customer and SURELINE.

1.15 **PSA**: The applicable Product Service Addendum (PSA) between Customer and SURELINE which provides additional terms and conditions applicable to Services ordered by Customer under the Agreement.

1.16 **Service(s)**: Any service(s) set forth under a PSA between Customer and SURELINE, including contract periods and non-contract.

1.17 **Service Commencement Date**: The date(s) on which SURELINE first makes available Service(s) for use by Customer, as confirmed electronically or in writing with a Notice of Availability.

1.18 **Service Order Form(s)**: A request for SURELINE to provide Services to a Service Location(s) submitted by Customer to SURELINE: (a) on a then-current SURELINE Service Order Form designated for that

purpose, or (b) if available, through SURELINE's electronic order processing system designated for such purpose.

1.19 **Service Location(s)**: The Customer location(s) where SURELINE provides Services, to the extent Customer owns, leases, or otherwise controls such location(s).

1.20 **Service Term or Term**: The duration of time (commencing on the Service Commencement Date and including any Renewal Term) Customer agrees to pay for Services, as specified in a Service Order Form(s).

1.21 **Taxes**: Any federal, state, and/or local taxes (including any taxes that may be characterized as fees, tariffs, charges, surcharges. etc.) that may be levied or assessed upon the SURELINE Equipment or Services provided to Customer.

1.22 **Termination Charge**: All accelerated amounts due under this Agreement whereby Customer shall pay to SURELINE, as a termination charge, all of the MRCs (plus all other applicable fees, charges, and other amounts incurred by Customer) that would have been payable by Customer if the Services described in the Service Order Form(s) had been provided to Customer until the end of the full Service Term if in contract. If customer is not in contract, disconnect and equipment removal fees will be charged as a service call is necessary, and customer must provide in writing at least Thirty (30) days in advance. Customer may also be charged at said time, a final Thirty day (30) monthly service fee equal to one month of service.

2. TERM:

2.1 Commencement and Termination. This Agreement shall become binding on Customer when SURELINE receives and accepts a Service Order Form executed by Customer. The Term of this Agreement shall commence on the Service Commencement Date and shall terminate upon the completion of the last effective Service Order Form, subject to automatic renewal set forth under the Service Term Renewal provision. The Service Term for any Service Order Form(s) shall be extended in the case of interdependency between Service Location(s), and shall extend for the longest term between the applicable Sales Order Form/Service Request.

2.2 Service Term Renewal. Upon the expiration of the Service Term for all Service Order Forms equal to or in excess of one (1) year, this Agreement and each applicable Service Order Form shall automatically renew for successive periods of one (1) year each ("**Renewal Term(s)**"), unless otherwise stated in these terms and conditions, or if prior written notice of non-renewal is delivered by either Party to the other at least before the expiration of the Service Term or the then current Renewal Term. SURELINE reserves the right to modify or change pricing within ninety (90) days upon such renewal to match current pricing, if such pricing has increased in good difference between initial pricing, and end of term pricing. Customer may cancel upon extension at any time, with written 30 day notice. This extension is only for customer benefit to maintain pricing for additional time, and will not be held to extension of contract by Sureline.

2.3 Right to Increase Monthly Recurring Charges and Terminate. SURELINE reserves the right to increase Customer's then current MRCs for any Service Term Renewal provided that SURELINE gives Customer written or electronic notice of such proposed increase at least thirty (30) days prior to the end of the applicable Service Term (or applicable Service Renewal Term), subject to Customer's right to terminate the Agreement within thirty (30) days prior to the end of the then current Service Term (or Service Renewal Term)

by sending SURELINE its written notice not to renew this Agreement. SURELINE reserves the right to cancel at any time and for any reason, the service contract, service term or customer relationship. If notice is not tendered by customer before term or contract expiration, contract will be automatically renewed for a period of one (1) year, and each contract renewal end thereafter, until notified by customer of intent to terminate contract, if in contract at least thirty (30) days prior to termination date. Customers not in contract must provide in writing, at least thirty (30) day written notice of intent to terminate services. A one-time, one month or thirty (30) day final month of service payment equal to current payment. A termination fee may be applied.

3. Broadband Services, Equipment, and Installation.

3.1 **Orders.** Customer shall submit to SURELINE a properly completed Service Order Form(s) to initiate Services to Customer's Service Location(s). A Service Order Form shall become binding on the Parties when SURELINE accepts Customer's Service Order Form, unless SURELINE provides Customer written or electronic notice that Services cannot be provided for any reason. By executing a Service Order Form, Customer represents and warrants that Customer: (a) either owns the Service Location(s) or has received permission from the legal owner and/or any other necessary party of the Service Location(s) to make any changes to the interior and/or exterior necessary to install SURELINE Equipment (b) is legally authorized to purchase and receive the Services and SURELINE Equipment (if applicable), (c) is not prohibited from entering and fulfilling its obligations under this Agreement, (d) is authorized to act and affirm that the information Customer supplies to SURELINE is correct, accurate, and complete, and (e) **Customer has read and agreed to SURELINE's Terms of Service/Service agreement as posted on SURELINE's website.** A single Service Order Form containing multiple Service Locations or Services may have multiple Service Commencement Dates; provided, however, that any discrepancy or disagreement between the Parties concerning the termination date shall then be the latest date among the Service Order Form/Service Request(s).

3.2 **Service Location(s) and Installation.** Customer shall pay SURELINE the NRC per the Service Order Form(s) upon SURELINE's notification to Customer of the Service Commencement Date. Customer shall agree and approve of SURELINE's installation of SURELINE owned equipment on customer residence or business, and indicate such at the installation time, by signing the Provisioning/Service Request form SURELINE provides upon installation, that the installation of equipment is satisfactory, and holds harmless SURELINE for any unseen events of damage to customer premise. If any other fees will be incurred during the provision that are not identified in the NRCs, Customer will be notified of such fees prior to installation and Customer will have the option to incur such fees or terminate the effected Service Order Form without penalty prior to installation. These installation fees are non-refundable under any and all circumstances.

3.3 **Customer Responsibilities.** Customer shall comply with and satisfy the following responsibilities ("**Customer Responsibilities**") related to the installation, support, and maintenance of Services and SURELINE Equipment: (a) Obtain, secure, maintain 'roof rights' for SURELINE Equipment from property owners at each Service Location and make available to SURELINE upon request all applicable and necessary authorizations, licenses, permits, and proof thereof; (b) Provide secure and environmentally sound space sufficient for SURELINE Equipment at each of the Service Locations, no further than three hundred (300) feet from Customer's router or switch interface; (c) Provide internal building conduit to allow SURELINE the ability to rod/rope cable to the point of demarcation; (d) Provide UPS AC power

equipment, circuit sizing to be determined, if applicable; (f) Emergency local generator backup service, if applicable; (g) Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN); and (h) Customer must provide a point of contact (POC) for installation, Service activation and any maintenance activities. If SURELINE is called out to repair a customer owned piece of equipment, or has tampered with SURELINE equipment there will be a service charge for this, and failure to provide in writing a minimum of Thirty day (30) notice to cancel, move, or extend service shall result in a disconnect and equipment removal fee, and subject to one month of service fee and/or both. These fees are non-negotiable and non-refundable under any circumstances.

In the event Customer fails to comply with any of the Customer Responsibilities, SURELINE may cancel or terminate Services at such particular Service Location(s), without any liability or obligation to Customer upon notice of termination to Customer; provided, however, that if SURELINE has incurred any costs or expenses related to or arising out of installing or preparing to install the Services that it would otherwise not have incurred, a charge equal to those costs and expenses plus a termination fee equal to twenty percent (20%) of SURELINE's incurred costs and expenses, including, but not limited to, any contracts entered into by SURELINE in connection with this Agreement and any completed or incomplete installation services rendered shall apply to Customer's final billing invoice for that particular Service Location(s). In the event Customer fails to keep an installation appointment, or in SURELINE's opinion, the Service Location(s) is/are not prepared to accept the installation of the SURELINE Equipment, installation services related to Customer-Provided Equipment, and/or Services, SURELINE may charge Customer SURELINE's then current hourly rates for the installation appointment, including any and all applicable NRCs.

3.4 SURELINE Equipment / UCC. SURELINE Equipment is and shall remain the property of and title to SURELINE regardless of where installed at the Service Location(s), and shall not be considered a fixture or an addition to Customer's land, roof, property, or Service Location(s). SURELINE will not maintain or in any way be responsible for any software, cables, or hardware attached to the SURELINE Equipment that is not installed by SURELINE or in any way related or unrelated to the use of Services, including Customer's internal network. Unless SURELINE has notified Customer that it has lease rights to the roof in which the SURELINE Equipment is installed, it is Customer's sole obligation to safely secure and reasonably protect SURELINE Equipment from and against damage, abuse, and theft while at the Service Location(s). SURELINE reserves the right to refuse to perform any installation or repair work, or may when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at SURELINE's then current hourly rates. SURELINE shall perform any installation or de-installation of SURELINE Equipment in a workmanlike manner using reasonable care, but shall not be liable for any reasonable alterations or necessary work to the Service Location(s)

that are required for the installation services, use, or removal of the SURELINE Equipment, including, but not limited to, holes in walls or ceilings, cable wiring, penetration, or antenna mounting brackets. At any time, SURELINE may, but is under no obligation to, remove or change SURELINE Equipment in its sole discretion in connection with providing Services. Customer shall not move, rearrange, disconnect, remove, repair, or otherwise tamper with any SURELINE Equipment or permit others to do so without the prior written consent of SURELINE, and SURELINE assumes no liability for personal injuries arising from removal, or any property damage incurred while doing so. Customer shall not use, or permit the use of, SURELINE Equipment for any purpose other than authorized by this Agreement. Customer agrees not to take any action that would directly or indirectly impair SURELINE's title to any SURELINE Equipment furnished to Customer, nor expose SURELINE to any claim, lien, suit, encumbrance, or legal process related to the use or possession of SURELINE Equipment. Customer agrees to pay SURELINE's full repair or reimburse SURELINE's replacement price of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned SURELINE Equipment or part thereof, together with any costs incurred by SURELINE in obtaining or attempting to obtain possession of any such SURELINE Equipment including, but not limited to, attorneys' fees. Customer hereby grants, and SURELINE is hereby authorized, to file and/or record an applicable UCC financing statement(s) against Customer's property and/or Service Location(s) in an effort to protect its rights, title, and interest to any SURELINE Equipment provided to Customer and/or located at any Customer Service Location. Internet shall not be shared outside of the address in which service is provided to.

3.5 Customer-Provided Equipment. SURELINE has no duty, obligation, responsibility, or liability with respect to any loss, damage, claim, injury, loss or degradation of Service, and/or lawsuit related to Customer's use of Customer-Provided Equipment or connection therewith to SURELINE Equipment. Customer may not "reset", tamper or reprogram equipment. Equipment is not transferrable, and must remain at installation address at all times. Any issues or concerns shall be addressed with SURELINE immediately in writing by submitting a support ticket.

3.5b ACCESS ON PREMISES. If necessary, you grant, SURELINE Broadband, LLC a permanent easement on your premises to construct, install, maintain, inspect and/or replace our outlets, cable, internet & telephone transmission lines, power supplies and all other Equipment necessary to provide Services and from time to time check for signal leakage. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner of the premises for us to make installation and maintenance contemplated by this Service Order.

3.6 Authorized Reseller of Services. With prior written consent from SURELINE, and subject to acceptable terms and conditions required by SURELINE, Customer shall have a limited, non-exclusive, and non-transferable right to resell Services to its customers, purchasers,

subscribers, end users, and/or third party users (“**Subscribers**”); provided, however, that SURELINE shall not be liable for any act or omission resulting from Customer’s sale or resale of any Service(s). Customer is not an agent or representative of SURELINE and shall not hold itself out as such. Customer is acting only as a reseller of Services and, if applicable, SURELINE Equipment provided to Subscribers using the Services resold by Customer. SURELINE makes no representations or warranties of any kind to Customer or its Subscribers with respect to the resale of Services. Customer shall notify and instruct any Subscriber of resold Services that any such agreement for Services is exclusive between Customer and Subscriber. All right, title and interest in and to the Services, including all copyrights, trademarks, service marks, logos, names, patents and other intellectual property embodied in the Services or provided by SURELINE in connection therewith shall remain the property of SURELINE. Customer shall be solely responsible for interfacing with respect to its service offerings including, without limitation, order provisioning, billing, collection, billing adjustments/credits, tax collection and payments, customer service, and dispute resolution. As a reseller of Services (if applicable), Customer represents and warrants the following: (a) Customer is a business in good standing, and that it has all applicable local, state and federal licenses and permits, and has the full power, authority and legal right to resell the Services contemplated under this Agreement; (b) Customer will not resell Services to any Subscriber that has not provided Customer, and does not have, an established acceptable usage policy that is commercially reasonable and consistent with industry standards including, among other things, prohibiting illegal and improper use of Services; (c) Customer shall use commercially reasonable efforts to market and resell the Services; and (d) any and all information provided by Customer under or relating to this Agreement and the resale of Service, including all information provided is complete, true, and not misleading in any material respect (“**Reseller’s Representations and Warranties**”). In consideration of SURELINE’s consent to permit Customer to resell Services, Customer agrees to indemnify and hold SURELINE harmless from and against any and all costs, fines, liens, charges, losses, injuries, expenses, damages, claims, lawsuits, demands, judgments, actions and/or proceedings (including attorneys’ fees) (“**Claim**”) arising out of or related to Customer’s direct or indirect sale, resale, marketing, promotion, distribution, connection, installation, servicing, or making the availability for use of Services, and any breach of Reseller’s Representations and Warranties. Customer agrees to notify SURELINE in writing within five (5) days of its knowledge of any Claim asserted against Customer related to or arising out of the resale of Services. Termination of this Agreement will automatically and immediately terminate Customer’s reseller’s rights under this Section.

A 3.7 Administrative Website. SURELINE may, at its sole option, make one or more of its administrative websites available to Customer in connection with Customer’s use of the Services (each an “**Administrative Website**”). SURELINE may furnish Customer with one or more user log-in IDs and/or passwords for use on the Administrative Website. Customer shall

be responsible for the confidentiality and use of such user IDs and/or passwords. Customer is directed to promptly notify SURELINE if Customer has lost or cannot recall its password or log-in ID, or if there has been any unauthorized release, use, or other compromise of any user ID or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. SURELINE may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time without prior notice. Additional terms and policies may apply to Customer's use of the Administrative Website. Any such terms and policies may be posted on the site. Any inconsistency between content of the Administrative Website and any Service Order Form(s) or this Agreement shall be controlled first by the Service Order Form(s).

3.8 Access to Information. Subject to the terms and conditions of this Agreement, the rules, policies, and procedures of SURELINE, and payment of any applicable charges, SURELINE may provide Customer with reasonable access to User guides, Customer's billing invoices, installation guides for end-user installable SURELINE Equipment, Services history, product support, and support for Services. Individuals not listed on the payee account, may not be provided with sensitive or confidential data in reference to the customer or account.

4. CHARGES, BILLING, AND PAYMENT.

4.1 Monthly Recurring Charges. Billing of Service(s) shall begin on the Service Commencement Date. Customer shall be billed on a monthly basis for Services. Customer agrees to timely pay in full all MRCs for Services as set forth or referenced in the applicable Service Order Form(s), or as invoiced by SURELINE. All payments must be paid in United States currency. Residential and Business customers will be billed differently, and SLA agreements will follow in detailed writing to our Business customers. Outages and issues on Residential abide by the actual full outages and based on calculations as submitted by written help desk tickets, and are the sole responsibility of Customer, Outages must be significant enough in nature to warrant credit. Business plans are guaranteed of SLA as written in the agreement. Elements of unforeseen nature, or uncontrollable by SURELINE, such as Nature, Destruction of Property, or out of the immediate control of SURELINE shall not be reimbursed or incurred under the SLA agreement. Customer information, and account information will be limited to those listed on the contract and/or account only, and we respect the privacy of our customers.

4.2 Third-Party Charges. Customer may incur charges from third-party service providers that are separate and apart from the amounts charged by SURELINE. These may include, without limitation, charges resulting from accessing third-party services, calls to parties who charge for their telephone based services, and/or SURELINE purchasing or subscribing to other offerings from third-party services on Customer's behalf.

Customer agrees that all such charges and fees, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

4.3 *Payment of Billing Invoices.* Except as otherwise indicated herein or on the Service Order Form(s), SURELINE will invoice Customer in advance on a monthly basis for all MRCs under the Agreement. NRCs shall be billed to Customer on the Service Commencement Date and shall be paid by Customer on or before DUE DATE listed on invoice. All activities and Services used under Customer's account shall be chargeable to and the sole responsibility of Customer. All other charges will be billed monthly in arrears. Customer shall make timely payment to SURELINE for all invoiced amount on or before Due Date from the date of the billing invoice. If no such date exists, Customer shall pay invoiced amounts within 10 (10) days of receipt of the billing invoice. Any amounts not fully paid to SURELINE on or before the due date is a material breach. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, SURELINE may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third-party. SURELINE shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party. CREDITS BASED ON SERVICE OUTAGES WITH BE ADJUSTED ACCORDING TO SURELINE'S MONITORING SYSTEMS, AND A PERCENTAGE APPLIED EQUIVALENT TO CUSTOMER CHOSEN PACKAGE. (SURELINE monitors extensively, on multiple platforms customer's service availability, upload and download speeds, unplugged Customer provided equipment, and guarantees speeds and service only to the CPE. **Customer provided equipment)/POE (power over Ethernet) device owned and operated by SURELINE—not through an additional customer owned router or switch, gaming console, Roku or Apple TV device, and items owned by customer. The programming and management of such devices are the sole responsibility of the customer. SURELINE internet and phone service stops at the DEMARC equipment provided by SURELINE. Extension on services to personal devices are not the responsibility of SURELINE.**

4.4 *Partial Payment.* Partial payment of any billing invoice will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by SURELINE. Acceptance of partial payment(s) by SURELINE shall not constitute a waiver of any rights to collect the full balance owed under this Agreement.

4.5 *Payment by Credit Card.* Upon Customer's written request and SURELINE's acceptance of such request, SURELINE will accept certain credit card payments for charges generated

under this Agreement. All credit card payments shall be subject to a processing fee equal to three percent (3%) of each charged payment amount. By providing SURELINE with a credit card number, Customer authorizes SURELINE to charge Customer's credit card for all charges generated under any Service Order Form(s) and this Agreement, until: (i) this Agreement is terminated, or (ii) Customer provides sixty (60) days prior notice that SURELINE stop charging the credit card. Customer agrees to provide SURELINE with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If SURELINE is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by SURELINE.

4.6 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide SURELINE with credit information requested by SURELINE. Customer authorizes SURELINE or SURELINE's agent to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to SURELINE will be true, complete, and correct. SURELINE, in its sole discretion, may deny the Services based upon an unsatisfactory credit history of Customer.

4.7 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will also be responsible for paying any Service Order Form fees and administrative fee charged by SURELINE including payment obligations and Taxes that become retroactively applicable.

4.8 Other Government-Related Costs and Fees. SURELINE reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether SURELINE or its affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on SURELINE or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that SURELINE or its affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, SURELINE customers may be charged a monthly regulatory recovery fee to help defray SURELINE's contributions to municipal, state, and federal programs. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice.

4.9 Disputed Invoice. Any and All questions or issues regarding billing shall be done by use of email or other electronic communication, so that there can remain a tracking trail for both

Customer and Sureline; and such that any authorized Sureline personnel may assist with any conflicts or disputes, with full access to the information and data being discussed.

If Customer disputes any portion of a billing invoice, Customer must timely pay the undisputed portion of the invoice and, within thirty (10) days from the invoice date, SURELINE must receive a written claim including all documentation substantiating Customer's claim for all disputed amounts of the invoice. In any billing dispute where such amount in dispute is equal to or greater than fifty percent (50%) of the total billing invoice amount, Customer shall be required, as a condition precedent to its right to dispute amount such billing invoice, to timely pay SURELINE fifty percent (50%) of the total billing invoice amount ("**Good-Faith Payment**"). If SURELINE does not receive from Customer its written claim to dispute charges within thirty (10) days via USPS from the billing invoice date and does not timely pay the Good-Faith Payment (when applicable), Customer forever waives its right to contest or dispute such charges and releases and holds SURELINE harmless from and against any and all liability or claim of loss for any error, inaccuracy, and discrepancy, and Customer shall pay all amounts due in the invoice (plus applicable late fees and interest). Subject to the limitation in this section, the Parties shall negotiate in good-faith to resolve any billing dispute. In the event the Parties fail to mutually resolve any timely billing dispute within thirty (30) days ("**Dispute Period**") after the written dispute is received by SURELINE, then SURELINE and Customer may agree to mutually extend the Dispute Period an additional thirty (30) days. In any event that a billing dispute is not resolved within thirty (30) days, any such dispute shall be deemed settled and resolved in favor of SURELINE, and all disputed charges shall be deemed valid charges to Customer. In no event shall any billing dispute exceed 60 days. Any disputed amounts that are not timely received when due, and are determined as valid charges to Customer in favor of SURELINE, shall be subject to the Late Fee, as set forth hereunder, and subject to collection action.

4.10 Past-Due Amounts. Any undisputed payment not made when due will bear interest charge equal to one and one-half percent (1.5%) every 10 days overdue, or SURELINE's then current late interest rate, not to exceed the highest rate allowed by law on the unpaid invoice (the "**Late Fee**") until paid in full. The Late Fee shall be computed and compounded daily on any unpaid and past due charges, beginning on the due date until the invoiced amount is paid in full. If Customer's account is delinquent, Customer authorizes SURELINE to charge Customer's credit card on record, and/or SURELINE reserves the right to refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any SURELINE Equipment that Customer fails to return in accordance with this Agreement. If SURELINE is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned SURELINE Equipment, Customer agrees to pay all costs of collection or other action, including attorneys' fees and court costs. At SURELINE's discretion, SURELINE may require Customer to pay a reactivation fee or deposit to reestablish Services to Customer's account for any payment delinquency, rejected payment, unauthorized use of Service(s), or any other default by Customer under this Agreement.

4.10b LATE/OTHER CHARGES. You understand that we may impose an administrative late fee (“Late Fee”) for each month’s charges not paid when due. The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer’s service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. If payment is not received in full by the due date indicated on the invoice, a late fee will be added to the following month’s invoice. The late fee will be 1.5%, compounded every 10 days, starting on the first day after payment is late. SURELINE Broadband does not extend credit to our Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, we will impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. A Reconnect fee of \$25.00 will be charged to manually turn service back on. If your check is returned for insufficient funds, we may impose a service charge up to \$30. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorneys fees that we incur, including without limitation, court costs. An early termination fee may be charged if you disconnect service while under the contracted agreement. After the term of the agreement expiration date, or Contract Period, the initial term will automatically renew for a period of one year, (1 year) unless notified by either party, in writing before expiration of term, to modify initial agreement. If Customer wishes to modify this extension of term, it must be done in writing before the expiration of the current term. SURELINE reserves the right to modify contractual pricing locks, after expiration date of initial term.

4.11 *Rejected Payments.* Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution, plus the invoiced amount that should have been paid by Customer but for the rejected payment. A Credit Card decline or rejection in payment is subject to a fee for SURELINE to re-process the credit card, and any late fees or unforeseen charges by doing so.

4.12 *SURELINE’s Right of Offset.* If Customer defaults on any payment obligation owed to SURELINE under this Agreement and SURELINE has funds or credits that are owed to Customer, SURELINE may offset that which it is owed by first applying such funds to the full balance due by Customer.

4.13 **Change of Billing Information.** Customer agrees to promptly notify SURELINE in writing whenever Customer's billing information changes.

5. TERMINATION OF AGREEMENT / SALES ORDER.

5.1 **Termination by Prior to Service Commencement Date.** If Customer terminates this Agreement by delivering written notice to SURELINE no less than 30 days prior to the Service Commencement Date. In such termination event, SURELINE will not refund any fees, charges, or other amounts paid to SURELINE. Customer agrees to reimburse or pay SURELINE for any and all costs and/or expenses incurred or owed by SURELINE in connection with Customer ordering the Services *plus* a termination fee equal to twenty percent (20%) fee of SURELINE's incurred costs and expenses, including, but not limited to, any contracts entered into by SURELINE in connection with this Agreement and any completed or incomplete installation services, trip charges rendered.

5.2 **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order Form(s) at any time after the Service Commencement Date upon thirty (30) days prior written notice to SURELINE; provided, however, that Customer shall pay SURELINE all outstanding amounts due for Service remaining on contract and the applicable Termination Charge within thirty (30) days of the effective termination date, and shall the return all applicable SURELINE Equipment. Failure to pay said amounts within thirty (30) days is a breach hereunder.

5.3 **Termination by SURELINE.** SURELINE may terminate this Agreement and/or any Service Order Form(s) prior to the Service Commencement Date without penalty if SURELINE determines that the Services cannot be provided to Customer for any reason. SURELINE also reserves the right to terminate services at any time for any reason.

5.4 **Termination for Customer Breach of Default.** (a) If Customer is in breach or default of any term or obligation under this Agreement, and fails to cure such breach within five (5) days of the due date for any economic breach, or within thirty (15) days for any other non-economic breach from Customer's receipt of a notice of default, Customer shall pay SURELINE all accrued amounts due prior to Customer's breach within thirty (15) days, and SURELINE may in its sole option: (i) terminate this Agreement (ii) terminate or suspend Service to some or all of the Service Order Form(s); (iii) require Customer to pay the applicable Termination Charges within thirty (15) days; (iv) require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Order Form(s) as a condition of continuing to provide the Services to Customer; (v) require Customer to pay all of SURELINE's reasonable attorneys' fees, court costs, and collection costs; and/or (vi) seek any other recourse or remedy available to SURELINE under this Agreement, or at law or equity. This section does not apply to a timely

billing dispute, unless SURELINE has reviewed the dispute and determined in good-faith that the charge is correct after the Dispute Period.

(b) Subject to the limitations set forth in Section 6 hereunder, If SURELINE is in material breach or default of any term or obligation under this Agreement and SURELINE fails to cure such breach within thirty (30) days from SURELINE's receipt of Customer's written notice of default, Customer may terminate this Agreement, and SURELINE shall promptly refund to Customer the amount equal to the MRC paid for such month in which the SURELINE's breach occurred, subject to proration as of the date of such breach.

5.5 Effect of Expiration or Termination of the Agreement or a Service Order Form(s). Upon the expiration or termination of a Service Order Form for any reason: (i) SURELINE may, at its discretion, disconnect/terminate the applicable Service to Customer; (ii) SURELINE may delete all applicable data, files, electronic messages, voicemail or other information that may be stored on SURELINE's servers, equipment, or systems; (iii) Customer shall permit SURELINE access to retrieve from the applicable Service Location(s) any and all SURELINE Equipment (however, if Customer fails to permit access, or if the retrieved SURELINE Equipment has been damaged and/or destroyed other than by SURELINE or its agents, normal wear and tear excepted, SURELINE may invoice Customer Replacement Charge of the relevant SURELINE Equipment, or in the event of minor damage to the retrieved SURELINE Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) Customer's right to use applicable Licensed Software (if applicable) shall automatically terminate, and Customer shall be obligated to return the Licensed Software to SURELINE. Customer shall not be refunded any amounts related to set-up, installation, and/or any other amounts already charged to Customer and is subject to a \$100 service charge for equipment pickup.

5.6 Return of SURELINE Equipment. Customer must return all SURELINE Equipment in good working condition, ordinary wear and tear accepted. Customer will be subject to a charge in an amount equal to the then replacement price to replace the non-returned SURELINE Equipment, damaged, or defective SURELINE Equipment with new SURELINE Equipment of similar or the then current model of the SURELINE Equipment, as the case may be (the "**Replacement Charge**"). Customer shall permit SURELINE representatives to access the Service Location(s) at any time to replace, update, de-install and remove SURELINE Equipment, or with SURELINE's prior approval Customer may safely remove the SURELINE Equipment and return it to SURELINE within five (5) days of the Termination Date. Unless SURELINE has lease rights to the roof in which the SURELINE Equipment is installed, any risk of loss for any SURELINE Equipment shall be borne by Customer until SURELINE de-installs or accepts delivery of SURELINE Equipment. SURELINE may charge Customer SURELINE's then current hourly rates for any missed appointment which is the result of no fault of SURELINE, to remove SURELINE Equipment. Failure of Customer to return SURELINE Equipment within five

(5) days will be subject to the Replacement Charge, and SURELINE shall not be required to accept SURELINE Equipment from Customer beyond said five (5) day period.

6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS. 6.1

LIMITATION OF LIABILITY. Customer's sole remedies under this Agreement are as expressly set forth IN THIS SECTION. THE AGGREGATE LIABILITY OF SURELINE UNDER THE AGREEMENT FOR ANY AND ALL CLAIMS, SERVICE DISRUPTION, LOSSES, INJURY, DAMAGES, AND CAUSES ("**DAMAGES**") ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO SURELINE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. SURELINE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, USE, BUSINESS, OR PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED TO SURELINE FOR SERVICES, SURELINE EQUIPMENT, LICENSED SOFTWARE (IF ANY), TERMINATION CHARGES, NRCs, OR MRCs.

6.2 WAIVER OF LIABILITY. IN NO EVENT SHALL SURELINE, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS, AND/OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, ANY EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER OR THIRD-PARTY HARDWARE,

SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT, (v) LOSS, DAMAGE, OR DESTRUCTION TO CUSTOMER PROPERTY DUE TO NATURAL DISASTER, INCLIMENT WEATHER, OTHER WEATHER REALTED ISSUES, OR UNFORSEEN ISSUES.

6.3 DISCLAIMER OF WARRANTIES. SERVICES, SURELINE EQUIPMENT, SURELINE NETWORK, AND/OR LICENSED SOFTWARE SHALL BE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS IN THE APPLICABLE PSA(s), AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, SURELINE EQUIPMENT, OR LICENSED SOFTWARE (IF ANY).

6.4 Disruption/Delays in Service. Due to many factors that are not in the control of SURELINE, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance, or in which an error or interruption in the Services could lead to severe injury to business, persons, property, information, or environment. **“High Risk Activities”** may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damage(s), loss, and/or liability involving High Risk Activities which may result from a disruption or delay in Service(s).

7. INDEMNIFICATION. 7.1 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless SURELINE from and against any and all claims, loss, cost, expense (including attorneys’ fees), injury, demands, damages, actions, suits, and/or proceedings whether civil, criminal, administrative, or investigative (collectively, **“Claims”**) related to or arising out of: (i) Claims asserted by the property owner of the Service Location(s) so long as SURELINE performs its work with reasonable care; (ii) Customer’s negligence or willful act or omission; (iii) Customer’s misuse of Services, SURELINE Equipment, and/or Licensed Software; (iv) Customer’s breach of any term, condition, representation, warranty, duty, and/or obligations in this Agreement; (v) any libel or slander by Customer; and/or (vi) infringement of a U.S. patent or U.S. copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service. Customer agrees to notify SURELINE promptly, in writing, of any Claims, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Claims.

7.2 Indemnification by SURELINE. Subject to the limitations set forth under Section 6, SURELINE shall indemnify, defend, and hold harmless Customer from and against any and all claims, loss, cost, expense (including attorneys’ fees), injury, demands, damages, actions, suits, and/or proceedings whether civil, criminal, administrative, or investigative (collectively, **“Claims”**) related to or arising out of: (i) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of SURELINE while working on Customer’s Service Location(s); (ii) SURELINE’s breach of any term, condition, representation, warranty, duty, and/or obligations in the Agreement; and/or (iii) infringement of a U.S. patent or U.S. copyright, or unauthorized use of trademark, trade

name, or service related to SURELINE Equipment or Licensed Software. SURELINE agrees to notify Customer promptly, in writing, of any Claims, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Claims.

8. SOFTWARE & SERVICES.

8.1 **License.** If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order Form, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto).

8.2 **Restrictions.** Customer agrees that it shall not: (i) copy Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of SURELINE; (ii) reverse engineer, decompile, or disassemble the Licensed Software; and/or (iii) create, write, or develop any derivative software or any other software program based on Licensed Software.

8.3 **Updates.** Customer acknowledges that use of Services may periodically require updates and/or changes to certain Licensed Software resident in SURELINE Equipment or Customer-Provided Equipment. SURELINE may perform such updates and changes remotely or on-site, at SURELINE's sole option.

8.4 **Intellectual Property Rights in the Services and IP Address.** Title and intellectual property rights to Services and IP Addresses are owned by SURELINE, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. Copying, redistribution, reselling, bundling or publication of Services, in whole or in part, without express prior written consent from SURELINE or other owner of such material, is prohibited.

9. CONFIDENTIAL INFORMATION AND PRIVACY.

9.1 **Disclosure and Use.** All Confidential Information shall be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, such information may be disclosed: (A) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using Services, rendering Services, and marketing related products and services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement.

9.2 **Exceptions.** Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing

Party; (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Monitoring. SURELINE shall have no obligation to monitor usage of Services made in connection with this Agreement; provided, however, that Customer acknowledges and agrees that SURELINE shall have the right to monitor any usage from time to time and to use and disclose such usage data and information in accordance with this Agreement, and as otherwise required by law or government request.

10. CUSTOMER PRIVACY POLICIES. **10.1 Privacy Policy.** In addition to the provisions of Article 9, the Privacy Policy (attached hereto as Exhibit A) applies to SURELINE's handling of Customer Confidential Information. In the event of a conflict between the provisions of Article 9 and any provision of the Privacy Policy, the applicable provision of the Privacy Policy shall prevail in the resolution of a conflict.

10.2 Privacy Note Regarding Information Provided to Third Parties. SURELINE is not responsible for any information provided by Customer to third parties, and such information is not subject to the privacy provisions of this Agreement or the Privacy Policy. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

11. ACCEPTABLE USE POLICY.

11.1 Use Policies. Customer agrees to use Services subject to SURELINE's Acceptable Use Policies ("AUP") which may be amended from time to time. The AUP is posted on SURELINE's Website.

11.2 Providing customers with the best Internet service possible is SURELINE Broadband's goal. Whether it is connecting with family or friends via email or social networking, downloading music & photos, streaming video, or gaming; we understand the importance of delivering a reliable service so our customers can experience all of these activities. However, because high-speed bandwidth and network resources are not unlimited, excessive bandwidth usage by a small percentage, less than 1%, of customers can have an extreme impact on the entire broadband network and lessen the Internet experience possibly for the entire customer base.

To accomplish the goal of providing the best Internet service possible, SURELINE will contact customers whose bandwidth usage is considered excessive, over 150 GB, or consistent usage of usable bandwidth/speed provided to customer and try to help those customers find an Internet plan that better suits their needs. If a reasonable solution is not found and usage

remains excessive, SURELINE reserves the right to limit, suspend, or terminate the high volume user's Internet service

11.3 Customer will take reasonable precautions to prevent others from gaining unauthorized access to SURELINE's Internet service. For example, if you use a home wireless network with our Internet service, then you will establish and use a secure password.

11.4 Bit Torrent, File Sharing, Intellectual Property, Shared Online Gaming is strictly prohibited, and client will be disconnected if said items are found. We heavily monitor our network, 24/7, with the assistance of multiple monitoring platforms, as well as the ability to capture traffic should SURELINE have reasonable cause and suspicion that any of these activities are going on.

12. MISCELLANEOUS TERMS.

12.1 **Force Majeure.** Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, act of terrorism, epidemic, acts of regulatory or governmental agencies, unavailability of right-of-way, spectrum interference, electrical storms, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the nonperforming Party's reasonable control; provided, however, that except as otherwise provided in this Agreement, Customer's obligation to pay for Services provided shall not be excused or delayed by any act of force majeure or for any other reason.

12.2 **Assignment and Transfer.** Customer is strictly prohibited from assigning any right, obligation or duty, in whole or in part, and/or of any other interest hereunder, without the prior written consent of SURELINE, of which consent can be withheld for any reason. SURELINE may assign its rights and obligations hereunder to any party or entity without Customer's consent. All obligations and duties of Customer under this Agreement shall be binding on all successors in interest and assigns.

12.3 **Notices.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing (unless electronic notice is expressly permitted herein) and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Electronic notice sent by sender is presumed sent and received. Notices to Customer shall be sent to the Customer last billing address provided to SURELINE. Customer shall notify SURELINE in writing of any change in Customer's mailing address. Failure to provide such change in Customer's mailing address shall not invalidate the

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effectiveness of mailing notices to Customer. All notices to SURELINE shall be sent to the following address: SURELINE, LLC, Attn: Chief Financial Officer, 777 Oakmont, Suite 2000, Westmont, Illinois 60559. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

12.4 *Entire Understanding.* This Agreement between Customer and SURELINE constitute the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. If there is a conflict between a Service Order Form(s) and the PSA, or this MSA, the Service Order Form(s) shall control. No modifications, amendments, supplements to, or waivers of this Agreement shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

12.5 *Construction/Severability.* In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

12.6 *Survival.* The rights and obligations of either Party, that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order Form(s), including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order Form.

12.7 *Governing Law and Venue.* The domestic law in which the Service is provided or the laws of the State of Oregon in SURELINE's sole discretion, shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any litigation or dispute related to this Agreement will be brought in state or federal courts located in the State of Illinois, and Customer hereby irrevocably consents to personal jurisdiction of such courts for such purpose, all without waiving any right to remove to federal court in the same county. No Party will make a motion to dismiss or transfer any case filed in accordance with this subsection on the basis of improper venue, personal jurisdiction, or for the convenience of any Party or witness.

12.8 *No Waiver.* No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

12.9 *No Agency.* Neither Party is an agent, representative, or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties.

12.10 *Article Headings and Pronouns.* The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation

or construction thereof. The singular form denotes the plural and the masculine form denotes the feminine or neuter wherever appropriate.

12.11 THEFT OF SERVICE. The receipt of Services without our authorization is a crime. You understand that the law prohibits: 1) theft or unauthorized reception of cable programming; 2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and 3) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct. Customer shall not intercept, receive, share or assist in the interception, receipt, or sharing of any Service offered by SURELINE Broadband, LLC without the prior written authorization of SURELINE Broadband, LLC. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from SURELINE Broadband, LLC.

12.12 Other Items: Confidential Information shall include, even if not marked, this Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

ii CUSTOMER AGREES UPON INSTALLATION, THESE TERMS OF SERVICE AND AGREES TO ABIDE BY ALL ITEMS WITHIN THIS DOCUMENT OVER THE COURSE OF ANY AND ALL SERVICES PROVIDED BY SURELINE BROADBAND, LLC.