



Broadband VI, LLC

Master Services Agreement

Effective Date: August 28, 2020

This Master Services Agreement (“Service Agreement” or “MSA”), consisting of these terms and conditions and all other documents referenced herein by and between Broadband VI, LLC (“Broadband VI,” “we,” “us,” and “our”) and the individual or entity named on the Confirmation of Sale (“COS”) or DIA Proposal (as defined below) to which this Agreement is attached (“Subscriber,” “you,” or “your”), sets forth the terms and conditions under which Broadband VI will make available its Standard Internet Access Service, Dedicated Internet Access Service and related services and components (collectively, the “Service”). This Service Agreement governs both residential and commercial Subscribers. “Affiliate” means an entity that controls, is controlled by or is under common control with Broadband VI.

By using the Service, Subscribers agree to be bound by the terms of this Service Agreement and all documents incorporated by reference herein, including without limitation Broadband VI Privacy Policy, Open Internet Policy, DMCA Copyright Infringement Policy, COS (applicable only for Standard Internet Access Service), and Additional Terms (terms and conditions that will govern a new service offering) as each may be amended from time to time. If there is a conflict between this Service Agreement and any Additional Terms, the Additional Terms shall govern. Premium Dedicated Internet Access (“DIA”) Service Subscribers are also subject to a separate written proposal that details their customized service (“DIA Proposal”), which is also incorporated by reference into this MSA.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO SUBSCRIBER IN THE EVENT OF A DISPUTE.

THIS SERVICE AGREEMENT INCLUDES MANY IMPORTANT TERMS, INCLUDING WARNINGS THAT YOU MAY BE UNABLE TO USE TELEPHONY SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES, AND LIMITS AND DISCLAIMERS ON BROADBAND VI’S LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Broadband VI regularly updates and amends this Service Agreement, the Privacy Policy, the Open Internet Policy, DMCA Copyright Infringement Policy, and other documents incorporated by reference in this Service Agreement. Broadband VI will communicate any such updates or amendments to Subscriber in accordance with Sections 20(g) and 20(h). Subscriber

may obtain, at no charge, a copy of the current Service Agreement or any documents incorporated by reference herein by visiting Broadband VI's website or by contacting Broadband VI.

1. GENERAL OVERVIEW. This Service Agreement governs the following components and services defined under Broadband VI's Service. Subscriber may select from a menu of standard residential or commercial service(s) based on Subscriber's needs. Details about the following can be found on Broadband VI's website, unless noted otherwise: <https://broadband.vi>.

- (a) Standard Internet access service – Internet broadband access service for residential and commercial Subscribers
- (b) Dedicated Internet Access Service (“DIA Service”) – Premium Internet broadband access service for high-volume commercial/government/institutional Subscribers
- (c) Broadband VI Equipment – leased equipment (point-to-point systems)
- (d) “Telephony Service” – digital, IP-based phone service Broadband VI provides for telephone calls (see <http://broadband.vi/voice>)
- (e) Subscriber technical/repair support, including support technicians

2. EQUIPMENT AND REQUIREMENTS FOR PROVISION OF THE SERVICE. Specific terms and conditions that govern a DIA Service Subscriber's use of their own equipment or Broadband VI Equipment are set forth in the DIA Proposal. The section only governs Standard Internet Access Service Subscribers:

- (a) Subscriber Equipment. To use the Service, Subscriber must have a personal computer or other device and other equipment meeting Broadband VI's most recent “Minimum Subscriber Equipment Specifications,” which are defined on the Broadband VI's website and may be modified from time to time by Broadband VI. The Minimum Subscriber Equipment Specifications may change, and Broadband VI may make reasonable efforts to support previously acceptable configurations; however, Broadband VI is not obligated to continue to provide such support. Although Broadband VI is under no obligation to do so, Broadband VI may, and Subscriber authorizes Broadband VI to, perform any updates and/or changes to Subscriber's equipment, on-site or remotely, from time to time as Broadband VI deems necessary, in Broadband VI's sole discretion. Subscriber will direct any questions concerning third-party hardware or software to the manufacturer. Broadband VI has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elect to use in connection with the Services. As set forth below and in the Open Internet Policy, Subscriber is not permitted to connect any harmful equipment to the Broadband VI Equipment (as defined below). Subscriber understands that failure to comply

with this restriction may cause damage to the Broadband VI Networks and subject Subscriber to liability for damages and/or other liability. Subscriber understands, acknowledges and agrees to not alter, modify or tamper with the Broadband VI Equipment or the Service, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by Broadband VI.

- (b) Broadband VI Equipment. Subscriber acknowledges that at the time of installation of the Service, the equipment owned and operated by Broadband VI listed on the COS was installed (the "Broadband VI Equipment") at a location and in a manner authorized by Subscriber. Subscriber further acknowledges that the Broadband VI Equipment may, at Broadband VI's sole discretion, be refurbished or otherwise used equipment. Upon approval of the COS, Subscriber agrees that the Broadband VI Equipment was installed at a location and in a manner authorized by Subscriber. The Broadband VI Equipment is and shall remain the property of Broadband VI, and will be provided to the Subscriber under the terms set forth in the COS. At such time as Subscriber or Broadband VI terminate the Service, Subscriber will return the Broadband VI Equipment to Broadband VI within fifteen (15) calendar days, and in accordance with Broadband VI's then-current return procedures. In the event that Subscriber has not returned the Broadband VI Equipment as set forth in the previous sentence, or in the event that the Broadband VI Equipment is damaged or otherwise inoperable, Subscriber will pay each applicable "Equipment Non-Return Fee" listed in the COS.
- (c) All equipment, (including, but not limited to: radios, antennas, switches, and standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of Broadband VI. Subscriber may not sell, transfer, lease, encumber or assign all or part of the Broadband VI Equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned Broadband VI Equipment or part thereof, together with any costs incurred by Broadband VI in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of the Service Agreement, Subscriber authorizes Broadband VI to retrieve from Subscriber's premises Broadband VI Equipment for appropriate disposition, and shall provide access to said premises within seven (7) business days of termination of the Service Agreement. If access is unreasonably denied, the Broadband VI shall issue an Unreturned Equipment Charge to Subscriber, as defined in Subscriber's Confirmation of Sale
- (d) Telephony Service Requirements and Availability. Subscriber must supply certain facilities, such as a phone handset or equivalent, installed phone wiring and jacks,

and a powered electrical outlet. Subscriber is responsible for supplying and ensuring that the facilities Subscriber supplies are compatible with the Service and meet federal and other applicable standards. Subscriber represents that Subscriber either owns Subscriber's facilities or has the right to use the facilities in connection with the Telephony Service. Broadband VI shall have no obligation to provide, maintain, support, or service Subscriber's facilities. If Subscriber's Internet connection is terminated, suspended, or disconnected for any reason, the Telephony Service will not be available until Subscriber reestablishes Subscriber's Internet connection with Broadband VI or whichever Internet provider Subscriber utilizes.

- (e) **Subscriber's Obligation to Maintain Power to Broadband VI Equipment.** Subscriber understands and agrees that: (i) Subscriber must provide electrical power and a continuous connection to the power grid to Broadband VI Equipment at all times (including, without limitation, when Subscriber is not using the Service), and (ii) Subscriber's failure to provide such power and continuous connection may result in damage to the Broadband VI Equipment or to Subscriber's computer, equipment, property or premises, for which damage Subscriber will be solely responsible.

- (f) **Replacement and Upgrade of Broadband VI Equipment.** (i) For a one-year period after the date of installation, Broadband VI provides a limited warranty against any defect in materials or workmanship in the Broadband VI Equipment that is warranted by the manufacturer of such Broadband VI Equipment. During this one-year period, in the event there is a problem with the Broadband VI Equipment that is, as determined by Broadband VI in its sole discretion, not a result of action or inaction on the part of Subscriber (see below for details), and that cannot be corrected either over the telephone or on-site, Broadband VI will, as its sole obligation and Subscriber's sole remedy for such problem, repair or replace such Broadband VI Equipment at Broadband VI's expense. (ii) Broadband VI shall have no obligation to repair, replace or otherwise upgrade, any Broadband VI Equipment that has been, in Broadband VI's sole discretion, damaged or otherwise requires repair, replacement or upgrade as a result of damage or disruption caused by misuse or neglect or otherwise caused by Subscriber, including, without limitation, damage or disruption caused by Subscriber's failure to comply with Section 2(e) herein or by Subscriber's failure to comply with the last sentence of Section 2(a) herein. Subscriber understands, acknowledges and agrees that this warranty expressly excludes defects in the Broadband VI Equipment caused by acts of nature (such as, but not limited to, lightning damage), damage from misuse or neglect, water damage, damage caused by Subscriber's failure to comply with Section 2(e) herein or damage or other

disruption caused by Subscriber's failure to comply with the last sentence of Section 2(a) herein. After the one-year warranty period, Subscriber will be solely liable for any and all damage to any Broadband VI Equipment. Subscriber understands, acknowledges and agrees that Broadband VI may from time to time require upgrades or replacement of the Broadband VI Equipment to provide continued quality or service, and Subscriber will be obligated to pay the then-applicable "Equipment Upgrade Fee" as established by Broadband VI.

- (g) Subscriber understands, acknowledges and agrees that prior to Broadband VI servicing any Subscriber equipment or Broadband VI Equipment, it is Subscriber's responsibility to (i) back-up the data, software, information or other files stored on Subscriber's computer or other device including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (ii) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Broadband VI Equipment or Subscriber's equipment. Under no circumstances shall Broadband VI and/or its Operational Service Provider, be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media. An Operational Service Provider is a third party-owned company that provides or performs services on Broadband VI's behalf, to help serve Subscribers better, or to perform internal functions that support Broadband VI's Service and operations.
- (h) In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a list of the connection options available, which will include optional mounting configurations or Broadband VI Equipment and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, Subscriber will be refunded all deposits made, less any equipment the Subscriber decides to retain or purchase. This does not include any services requested by Subscriber and fully rendered by Broadband VI where service charges apply.

3. ACCESS TO SUBSCRIBER'S PREMISES. Subscriber hereby grants Broadband VI and its Affiliates, and each of their respective employees, contractors, representatives, agents, and Operational Service Providers the right to enter Subscriber's property and premises at any time for the purpose of operating or maintaining the Broadband VI Equipment or the Broadband VI Networks, retrieving Broadband VI Equipment or fulfilling its obligations or exercising its rights under this Agreement. Broadband VI shall provide Subscriber with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Broadband VI, an emergency

or other exigent circumstance exists that would require Broadband VI to immediately enter Subscriber's property and premises.

- (a) It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna and installation regarding the Subscriber's premises. This is applicable to property that is under rental or lease contract by Subscriber. Broadband VI is not, under any circumstances, responsible for property contract violations, damage, or other results of this installation. By entering into the MSA, Subscriber covenants that Subscriber has acquired any necessary consent to the installation, maintenance, and removal of the Equipment described herein and required by Subscriber to receive Broadband VI's services.

4. SUBSCRIBER'S REPRESENTATIONS, RESPONSIBILITIES AND WARRANTIES. If Subscriber is an individual, Subscriber represents and warrants that he or she is at least 18 years of age and has legal authority to execute this Agreement. If Subscriber is a commercial entity, the individual executing this Agreement represents and warrants he or she has legal authority to execute this Service Agreement on behalf of Subscriber.

- (a) This Service is personal to Subscriber and Subscriber represents and warrants that it will not assign, transfer, resell or sublicense Subscriber's rights under this Agreement unless specifically permitted by the terms of this Agreement. (i) For residential Subscribers, Subscriber represents and warrants that the Service and the Broadband VI Equipment shall be used only by Subscriber and by members of Subscriber's immediate household and visitors living with Subscriber at the same address, and Subscriber will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. (ii) For commercial Subscribers, Subscriber represents and warrants that the Service and the Broadband VI Equipment shall be used only by Subscriber and by authorized members of Subscriber's business including authorized guests located at the same address, and Subscriber will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured.
- (b) Subscriber represents and warrants that Subscriber is solely responsible and liable for any and all breaches of the terms and conditions of this Service Agreement and any other documents incorporated by reference in this Service Agreement, whether such breach results from Subscriber's use of the Service or by another person using the Service via Subscriber's equipment or Broadband VI Equipment.
- (c) Subscriber represents and warrants that Subscriber will not use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary

rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any local, state or federal statute, ordinance or regulation, or this MSA; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any officer, employee, agent, representative or Operational Service Provider of Broadband VI or its Affiliates; or (v) transmits any virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program.

- (d) Subscriber represents and warrants that the personally identifiable information (“Personal Information”) Subscriber provided and will provide to Broadband VI during the term of this Service Agreement, including without limitation Subscriber’s legal name, email address for communications with Broadband VI (such email address, as the same may be modified from time to time by Subscriber upon notice to Broadband VI, the “Account Email Address”), Service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House payments or other recurring payments) and Non-Personal Information, such as but not limited to the number of computers on which the Service is being accessed (all such information, collectively, the “Subscriber Information” for purpose of this Service Agreement is accurate, complete and current).
- (e) Subscriber represents and warrants that there are no legal, contractual or similar restrictions on the installation of the Broadband VI Equipment in the location(s) and in the manner authorized by Subscriber and that Subscriber is responsible for ensuring compliance with all regulations, applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions or other restrictions related to the installation of the Broadband VI Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the Broadband VI Equipment and/or provision of the Service (collectively, “Legal Requirements”) and the payment of any fines or similar charges for violation of any applicable Legal Requirements.
- (f) Subscriber represents and warrants that when Subscriber transmits, uploads, posts, or submits any Subscriber Material (as defined herein) using the Service, Subscriber has the legal right to do so and that Subscriber’s use of such Subscriber Material does not violate any copyright or trademark laws or any other third party rights. “Subscriber Material” collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content – anything installed or conveyed by or on the behalf

of Subscriber on Broadband VI's network, including servers, not provided by Broadband VI.

- (g) Broadband VI's connection point ends at the wireless radio or LAN jack on the Equipment. Unless otherwise provided for in the COS, any trouble beyond Broadband VI's network or equipment is the full responsibility of the Subscriber. Standard maintenance is limited solely to Broadband VI's network and backbone connectivity. If Subscriber's connection ceases to function properly after it has been tested and shown to be working, but Broadband VI's network is still functioning properly, Subscriber may request that a technician be sent to troubleshoot during normal business hours (9 AM-5 PM, Monday-Friday). If the problem is due to Subscriber negligence, or any of the items listed in Section 4(g)(i) ("Not Covered by Maintenance Plan or Standard Maintenance Plan") below, Broadband VI's standard hourly rate of \$85/hour applies plus charge for materials.
 - i. Neglect, misuse, transportation, theft, fault, or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, air conditioning, or other external apparatuses; operator error, or malfunction of Subscriber computer and/or peripheral equipment not installed by Broadband VI, or from any cause related to or other than the intended and ordinary use, **are not covered by any of Broadband VI's Maintenance Plans**. Broadband VI is not liable for any damage to property as a result of above occurrences. **All repairs and charges associated with incidents caused by the items listed herein shall be the sole responsibility of Subscriber.**

5. THE SERVICE AND PRIVACY. Broadband VI has established a Privacy Policy which governs Broadband VI's collection, use, disclosure, management and security related to Subscriber's Personal Information. The Privacy Policy also governs customer proprietary network information ("CPNI") that is related to Broadband VI's VoIP Service. CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of our VoIP service, telephone numbers called and received, such as call detail, logs, and specifics regarding your VoIP account. CPNI does not include your name, telephone number or address. Personal Information includes CPNI.

- (a) Subscriber agrees that Subscriber received a copy of the then-in-effect Privacy Policy at the time Subscriber executed this Service Agreement. Subject to Section 5(a) herein, Broadband VI may update or amend the Privacy Policy at any time without Subscriber's prior consent, unless such consent is required by law. Broadband VI will, however, provide notice of any such changes or amendments as stated in Broadband VI's Privacy Policy. Subscriber understands, acknowledges

and agrees that Subscriber's continued use of the Service after notice of any changes or amendments have been provided will indicate Subscriber's acceptance of such changes, except where further steps are required by applicable law. All such updates or amendments shall be deemed to be incorporated by reference into this Service Agreement.

- (b) Broadband VI does not routinely monitor a Subscriber's activity for violation of this Service Agreement and Broadband VI has no obligation to monitor content transmitted by use of, or other information related in any way to the provision or receipt of, the Service. However, Subscriber agrees that Broadband VI has the right to monitor the Service, any and all information or Subscriber Material transmitted through the Service or by use of the Broadband VI Equipment, and information available to Broadband VI regarding Subscriber's computer and other equipment in accordance with this Service Agreement. Broadband VI has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Broadband VI's, its Affiliates' or Operational Service Providers' servers. Broadband VI has the right to monitor, review, retain or disclose any content or other information in Broadband VI's possession about or related to Subscriber (including, without limitation, Subscriber Information), Subscriber's use of the Service, or otherwise, as necessary to satisfy any applicable law, or otherwise as Broadband VI deems necessary or appropriate in Broadband VI's sole discretion.
- (c) Subscriber authorizes Broadband VI to make inquiries and to receive information about Subscriber's credit history from others and to utilize such information in its decision regarding its provision of the Service to Subscriber.
- (d) Broadband VI may require that Subscriber use a username and password combination or other reasonable procedures to confirm Subscriber's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Broadband VI's authorized Subscriber service channels. Only Commercial Subscribers may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be permitted to access the Commercial Subscriber's account information and make certain changes to Commercial Subscriber's account. Commercial Subscribers will be solely liable for any and all action or inaction by any Authorized User.

6. PASSWORDS.

- (a) Residential accounts are for individual use only. Commercial accounts are for authorized personnel only.
- (b) Residential Subscribers shall not share passwords or accounts with others. Commercial Subscribers shall only provide passwords to authorized personnel.
- (c) Broadband VI shall provide or obtain passwords to protect Subscriber's account and Services. In the event that the security of a Subscriber's account or Service is compromised, Broadband VI shall provide Subscriber with a new password.
- (d) Broadband VI will require a secure unique password to access your VoIP and other accounts. Federal law requires us to ensure that you are who you say you are and to prevent unauthorized access to your account. This means that Broadband VI cannot rely on readily available biographical information such as your name, address, phone number, or your account number when you contact us regarding your VoIP and other accounts. You must provide a unique password or some other information about you that is not readily available biographical information before we can provide any account information to you or change your account or services. This is to protect you and your account from pre-texting. Pre-texting is when someone tries to access your account under false pretenses.
- (e) Broadband VI may monitor the security of Subscriber's passwords at any time. A Subscriber with an insecure password may be directed to change the password to one which complies with the above rules. Subscribers who repeatedly choose insecure passwords may be assigned a password by Broadband VI; continued failure to maintain password security may be grounds for account termination.

7. SYSTEM SECURITY.

- (a) Subscriber is solely responsible for maintaining the security of Subscriber's computer(s)/device(s) and data and protection of Subscriber's User ID, password, Personal Information and other data.
- (b) Subscriber is prohibited from utilizing the Service to compromise the security or tamper with Broadband VI's system resources or accounts on any of Broadband VI's computers, routers, switches, servers, radios, modems, or any other equipment at Broadband VI or at any other website. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include but are not limited to password guessing programs, cracking tools, and network probing tools. Any attempt to access any of Broadband VI's corporate assets is strictly prohibited.

- (c) Broadband VI reserves the right to release the login names of Subscribers involved in violating system security to system administrators at other websites, in order to assist them in resolving security incidents. Broadband VI will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to Broadband VI's Privacy Policy and applicable law.

8. ACCEPTABLE USAGE.

- (a) Broadband VI's Acceptable Use Policy is incorporated into this Agreement by reference and governs the type of acceptable activities associated with the use of the Internet, including but not limited to usage of Broadband VI's systems and the Broadband VI Networks for accessing the World Wide Web, Internet Relay Chat, USENET Newsgroups, Email, and other Internet features. The Acceptable Use Policy also identifies the activities specifically prohibited by Broadband VI.

9. DIGITAL MILLENNIUM COPYRIGHT ACT. Under the Digital Millennium Copyright Act ("DMCA"), copyright owners have the right to notify Broadband VI's registered designated agent if they believe that a Subscriber has infringed on their work(s). When Broadband VI receives a complaint notice from a copyright owner, Broadband VI will notify the Subscriber of the alleged infringement by providing Subscriber a copy of the submitted DMCA notice, to the extent permissible by law. As required by law, Broadband VI enforces a graduated response policy to complaints that may lead to suspension or termination of service. Broadband VI's policy is to terminate the internet services for any Subscriber receiving eight (8) or more DMCA notices in a twelve (12) month period. For information how to contact Broadband VI's Designated Agent, please see Broadband VI's DMCA Copyright Infringement Notification Policy, available at <https://broadband.vi/DMCA>.

10. PENALTIES FOR VIOLATIONS OF SERVICE AGREEMENT. Violation of this Agreement may be subject to immediate termination of Subscriber's account in addition to any and all criminal and civil penalties available under the law. Typically, Subscriber will receive a warning on the first offense. However, if the offense is severe enough, Broadband VI reserves the right to disable and terminate the account immediately. Accounts which have been disabled for abuse will not be re-opened. Broadband VI also reserves the right to modify and/or disable Service at any such time the Subscriber violates this Service Agreement.

- (a) Broadband VI will not reimburse Subscriber when Service has been suspended or disabled due to violations of this Service Agreement.
- (b) If Service is disconnected for non-payment, Broadband VI is not obligated to re-connect Subscriber's Service. However, if Subscriber desires re-connection, and

Broadband VI agrees to do so, Subscriber agrees to pay a Re-installment Fee plus any amount past due under Subscriber's COS or DIA Proposal. The amount of the Re-installment Fee is set forth on Broadband VI's website.

11. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

- (a) Broadband VI may provide software for use in connection with the Service which is owned by Broadband VI or its third-party licensors, third party suppliers, and Operational Service Providers ("Software"). Such Software may be subject to an additional fee. Broadband VI reserves the right periodically to update, upgrade, or change the Software remotely or otherwise and to make related changes to the settings and software on Subscriber's computer(s)/device(s) or equipment, and Subscriber agrees to permit such changes and access to Subscriber's computer(s)/device(s) and equipment. Subscriber may use the Software only in connection with the Service and for no other purpose.
- (b) Certain Software may be accompanied by an end user license agreement ("EULA") from Broadband VI or a third party. Broadband VI's use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. Subscriber may not install or use any Software that is accompanied by or includes a EULA unless Subscriber first agrees to the terms of the EULA.
- (c) For Software not accompanied by a EULA, Subscriber is hereby granted a revocable, non-exclusive, non-transferable license by Broadband VI or its applicable third-party licensor(s) or Operational Service Provider to use the Software (and any corrections, updates and upgrades thereto). Subscriber understands, acknowledges and agrees that the Software is confidential information of Broadband VI or its third-party licensors/Operational Service Providers and that Subscriber will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Broadband VI or its third-party licensors/Operational Service Providers. Subscriber may not copy, de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party, or allow, encourage or solicit others to do the same. Subscriber may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Subscriber is not granted any title or rights of ownership in the Software. Subscriber acknowledges that this license is

not a sale of intellectual property and that Broadband VI or its third party licensors/Operational Service Providers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

12. SUBSCRIBER'S PAYMENT OBLIGATIONS FOR STANDARD INTERNET ACCESS SERVICE. Payment obligations for DIA Service Subscribers will be set forth in the customized DIA Proposal. Subscriber understands, acknowledges and agrees to pay Broadband VI through the end of the Initial Term or any Renewal Term in accordance with Broadband VI's current billing policies. Failure to fulfill any payment obligations in a timely manner as provided herein will be considered to be a violation of this Service Agreement and Subscriber's COS.

- (a) Subscriber shall be billed on last day of the month preceding service. All new subscribers will pay a prorated amount for the remainder of the current month they start their subscription.
- (b) **Payment by Invoice.** Payment by Subscriber shall be due to Broadband VI within twenty (20) days from the date of the invoice. A two dollar (\$2.00) Late Payment Fee shall be assessed on any account not paid by the last day of the month of service. Delinquent accounts shall be placed on "accounting hold" after thirty (30) [calendar or business?] days from the date on the outstanding invoice and all services to the Subscriber shall be suspended until the account is paid in full. A twenty-five-dollar (\$25.00) Reconnection Charge will be assessed to reactivate Subscriber's services. If the account is suspended for more than three (3) months, the account will be closed. If the account is later paid in full, a fifty-dollar (\$50.00) Reconnection Charge, and an \$85.00 Service Charge in the event a site visit by a technician is required, will be assessed to reactivate Subscriber's services.
- (c) **Automatic Payment by Credit Card.** A Subscriber utilizing a credit or debit card agrees to allow Broadband VI to bill his or her card on each successive billing date without obtaining Subscriber's permission after the initial charge. A Subscriber utilizing a credit card shall notify Broadband VI of any changes in credit card number or expiration date. If the card is not honored for any reason, Broadband VI will attempt to notify the Subscriber by e-mail. If Subscriber fails to correct the issue within twenty (20) [calendar or business?] days, the procedures outlined in Section 12(b) above, will apply.

- (d) Payment by Check. For Subscribers paying by check, Broadband VI will issue an invoice for the period owed and the Subscriber will be subject to the same terms as outlined in Sections 12(a)-(c) above. The Returned Check Fee is \$20.00.
- (e) Account Termination and Hold
 - i. Termination. Subscriber may terminate the Service Agreement by submitting a written request for termination via (A) e-mail to info@broadband.vi, or (B) U.S. Mail to Broadband VI at 6006 Estate Peter's Rest, Suite 2, Christiansted, VI 00820. Requests received by Broadband VI prior to close of business on the twenty-fifth (25th) day of the month shall have a termination date of the first (1st) day of the month following the receipt of the termination request. [This is only a 5-6 day notice. Is the client sure that they don't want or need a longer notice period? Also, what time is "close of business?"] Termination requests received by Broadband VI after the close of business on the twenty-fifth (25th) day of the month through the end of that month shall have a termination date of the first (1st) day of the second (2nd) month following the date of receipt. **If under the Service Agreement Subscriber agreed to receive Services for a specific period of time (e.g., twelve (12) months, twenty-four (24) months, thirty-six (36) months, etc.) (the "Services Term") and Subscriber terminates the Service Agreement prior to the end of the Services Term, Subscriber agrees to pay fees for the Services rendered, all other charges and fees incurred, and the amount remaining due for the Term. Subscriber herein acknowledges and agrees that if Subscriber breaches the Service Agreement, including by nonpayment of any amounts due hereunder, Subscriber will be deemed to have terminated the Service Agreement and will be charged fees for the Services rendered, all other charges and fees incurred, and the remainder due for the Term.** Broadband VI may terminate the Service Agreement at any time by providing notice to Subscriber via Subscriber's contact information. Broadband VI reserves the right to cease providing the Services for any reason at any time and instead, as Subscriber's sole and exclusive remedy, refund the fees paid for any Services paid but not rendered for the time period for which Subscriber has paid, if any, after termination of the Services. If Subscriber breaches the terms of the Service Agreement, including for nonpayment of any amounts due hereunder, no refund will be provided. Other than providing a refund if Broadband terminates for convenience, Broadband will not be liable to Subscriber or any third party for termination of the Services for any reason. Subscriber acknowledges and agrees that upon termination Broadband VI may immediately deactivate or delete Subscriber's user account and all related

information and files in said account and/or bar any further access to the Services.

- ii. Voluntary Holds. Subscriber may, upon written request to Broadband VI (via the Broadband VI contact page at <https://broadband.vi/contact-us> or email to office@broadband.vi) to elect to put their account on hold for a maximum period of three (3) months in a twelve (12) month period, whether consecutive or non-consecutive, per Service Agreement; provided, however, that Subscriber's account balance must be paid in full (e.g. with a balance of zero) prior to putting the account on hold. Any accounts put on hold will extend the Term for the amount of time for which the hold has been in place. Any account which has been on hold for three consecutive or non-consecutive months will be automatically turned back on, and BROADBAND VI shall resume regular billing for the remainder of the Term.
- (f) Other Fees and Charges. Certain other fees and charges are not included in Broadband VI's rates for Services and may be billed separately, such as for a) regulatory charges as may be authorized by local or federal statute, the Virgin Islands Public Services Commission ("PSC") and/or the Federal Communications Commission ("FCC"), and/or b) equipment charges (other than for network transmission) including for, but not limited to, network resiliency.

13. TELEPHONY SERVICE FEES, TAXES AND OTHER CHARGES. Telephony Service fees, taxes, and other charges may change from time to time. Except as set forth in the COS, Broadband VI does not support, and Subscriber's access is restricted from, outbound international and/or other charge-back telephone services such as directory assistance and collect (i.e., reverse the charge) calling (collectively, "Offnet Services"). Broadband VI may from time to time and in its sole discretion offer supplemental dialing plans and rates for certain Offnet Services which may be incorporated by reference into the COS. Subscriber agrees that any access to Offnet Services not set forth in the COS shall be paid to Broadband VI at a rate of two (2) times the cost incurred by Broadband VI, plus related taxes and fees. Information regarding Telephony Services may be found on Broadband VI's website at <https://broadband.vi/voice>.

14. TELEPHONY SERVICE 911 EMERGENCY SERVICES. By acceptance, and use, of the Telephony Service, Subscriber acknowledges and accepts any limitations of 911/E911 service, and Subscriber agrees to convey these limitations to all persons who may have occasion to place calls over the Telephony Service. If Subscriber has any questions about 911/E911, call Broadband VI at

15. DISCLAIMER OF WARRANTIES.

- (a) SUBSCRIBER EXPRESSLY AGREES THAT SUBSCRIBER USES THE SERVICE AND THE BROADBAND VI EQUIPMENT AT SUBSCRIBER'S SOLE RISK. THE SERVICE AND BROADBAND VI EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND EXCEPT TO THE LIMITED WARRANTIES SPECIFICALLY SET FORTH IN SECTIONS 2, 4, AND 15 HEREIN, IF APPLICABLE, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER BROADBAND VI NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY SUPPLIERS OR SOFTWARE LICENSORS WARRANTS: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF SERVICE; (II) THAT THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY PERSONAL INFORMATION, NON PERSONAL INFORMATION, DATA OR FILES SUBSCRIBER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO SUBSCRIBER'S COMPUTER OR DEVICE. THIS INCLUDES, BUT IS NOT LIMITED TO, INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO SUBSCRIBER'S COMPUTER, DEVICE, OR NETWORK OR BROADBAND VI EQUIPMENT, OR TO MONITOR SUBSCRIBER'S ACTIVITY AND CONDUCT WHILE USING THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM BROADBAND VI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.
- (b) In addition, Broadband VI may, in its sole discretion, make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system(s) in conjunction with the Service. Any such security software provided by Broadband VI to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). SUBSCRIBER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT BROADBAND VI OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY LICENSORS OR THIRD PARTY SUPPLIERS, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES,

REPRESENTATIVES, SUPPLIERS OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS AND LICENSORS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. SUBSCRIBER UNDERSTANDS AND AGREES THAT BROADBAND VI AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD PARTY SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM(S) (OR THE INFORMATION STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NONPERFORMANCE.

- (c) EXCEPT AS SPECIFICALLY SET FORTH IN THE COS, SUBSCRIBER UNDERSTANDS AND AGREES THAT NEITHER BROADBAND VI NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY LICENSORS OR THIRD PARTY SUPPLIERS, NOR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE BROADBAND VI NETWORKS OR THAT ANY SPEED OR THROUGHPUT OF SUBSCRIBER'S CONNECTION TO THE BROADBAND VI NETWORKS WILL BE AVAILABLE TO SUBSCRIBER. Subscriber understands, acknowledges and agrees that the availability and speed of the Service provided at Subscriber's premises may vary depending upon a number of factors, including Subscriber's computer system(s), associated equipment and other devices accessing the Service, the terrain and location of Subscriber's premises, foliage between Broadband VI Equipment and other components of the Broadband VI Networks, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Broadband VI's control and system failures, modifications, upgrades and repairs.
- (d) THIS SERVICE AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

16. LIMITATION OF LIABILITY.

- (a) **STATUTE OF LIMITATIONS:** SUBSCRIBER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.
- (b) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL BROADBAND VI OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY LICENSORS OR THIRD PARTY SUPPLIERS, OR EACH OF THEIR

RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS SERVICE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS HEREIN MAY NOT APPLY TO SUBSCRIBER. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF BROADBAND VI UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US).

- (c) DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING, OR PARTICIPATING IN A 911 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR E911 SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E911 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 911 OR E911 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS;
- (d) ADDITIONALLY, BROADBAND VI WILL HAVE NO LIABILITY FOR THE FOLLOWING: (i) FOR ANY AMOUNT IN THE IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00 US); (ii) FOR ANY THIRD-PARTY FEES OR CHARGES, INCLUDING BUT NOT LIMITED TO, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES; (iii) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (iv) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (v) FOR ANY DAMAGES OR LOSS DUE TO SUBSCRIBER'S FAILURE TO BACK UP ANY EQUIPMENT AS REQUIRED IN SECTION 2(g) HEREIN; (vi) ANY LACK OR BREACH OF SECURITY SUBSCRIBER OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE SERVICE; (vii) FOR ANY FORCE MAJEURE EVENT (AS DEFINED BELOW); (viii) FOR ANY INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE TELEPHONY SERVICE, INTERNET SERVICE, EQUIPMENT, OR OTHERWISE; OR (ix) SUBSCRIBER'S USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK OR UNLAWFUL USES, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

17. AGREEMENT TO ARBITRATE

- (a) SUBSCRIBER AND BROADBAND VI AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN SUBSCRIBER AND BROADBAND VI. The agreement between Subscriber and Broadband VI to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between Subscriber and Broadband VI, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which Subscriber is not a member of a certified class and claims that may arise after the termination of this Agreement. For the purposes of this Section 17(a), references to Subscriber include Subscriber's subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the Service. SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND BROADBAND VI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
- (b) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Broadband VI must be addressed to Broadband VI at the address set forth in this Service Agreement for notices. An Arbitration Notice to Subscriber must be addressed to Subscriber at Subscriber's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Subscriber and Broadband VI do not reach an agreement to resolve the claim within sixty (60) calendar days after the Arbitration Notice is received, Subscriber or Broadband VI may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Broadband VI or Subscriber shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Subscriber or Broadband VI is entitled.
- (c) The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to Broadband VI. The arbitrator shall be bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a

court of competent jurisdiction. Unless Subscriber and Broadband VI agree otherwise, any arbitration hearings shall take place in St. Croix, VI. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

- (d) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. SUBSCRIBER AND BROADBAND VI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Subscriber and Broadband VI agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- (e) Notwithstanding any provision in this Agreement to the contrary, Subscriber and Broadband VI agree that if Broadband VI makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Subscriber may reject any such change by sending Broadband VI written notice within 30 days of the change. By rejecting any future change, Subscriber agrees that Subscriber will arbitrate any dispute between Subscriber and Broadband VI in accordance with the language of this provision.

18. INDEMNIFICATION. Subscriber agrees to indemnify, defend and hold harmless Broadband VI, its Affiliates, officers, directors, employees, shareholders, representatives, agents, Operational Service Providers, third party licensors and suppliers and their respective members, officers, directors, employees, agents, representatives and contractors, and each of their successors and assigns (collectively, the "Broadband VI Indemnitees") from and against all losses, expenses, damages and costs, (including reasonable attorneys' fees) and other claims brought against any Broadband VI Indemnatee(s) related to Subscriber's use of the Service or any violation of this Service Agreement and all other documents incorporated herein by reference) including, but not limited to, claims that Subscriber's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, Subscriber's violation of any law or the rights of another and claims resulting from Subscriber's negligence. Subscriber agrees to pay any attorneys' fees incurred by Broadband VI and/or any other Broadband VI Indemnatee in connection with the defense of any such third-party claims. Broadband VI reserves the right to

assume the defense and control of any matter subject to indemnification by Subscriber, in which event Subscriber will cooperate with Broadband VI in asserting any available defenses.

19. TERMINATION OF THE SERVICE.

- (a) Right to Cancel. Broadband VI reserves the right to cancel the Services for any reason without prior notice. Pre-paid service is non-refundable. Broadband VI will not refund any fees, e.g. shipping, installation, or handling fees. Cancellations after the first of the month will be charged for that month.
- (b) User must notify Broadband VI via writing to cancel the Services. Fees for any setup, shipping and handling, and monthly service charges placed by Broadband VI are non-refundable.
- (c) IF SUBSCRIBER CANCELS THE SERVICE OR ANY ASPECT THEREOF FOR ANY REASON, BROADBAND VI SHALL NOT BE REQUIRED TO REFUND SUBSCRIBER ANY PORTION OF THE MONTHLY FEES PAID BY SUBSCRIBER FOR THE MONTH IN WHICH CANCELLATION OCCURS, UNLESS REQUIRED OTHERWISE BY LAW.
- (d) Subscriber may terminate the Service at any time by providing Broadband VI written notice, either via mail to the address set forth in Section 20(h) or email to terminate@broadband.vi, ten (10) business days prior to desired termination date. Broadband VI may take reasonable steps to verify Subscriber's identity and authority before effecting such termination. The full Monthly Payment is due for any part of a month in which Service is provided. Upon termination, Subscriber agrees to pay any account balance, an "Early Termination Fee" as defined in the COS, and to return any Broadband VI Equipment or pay the Equipment Non-Return Fee as set forth in Section 2(b) herein.
- (e) The Service and all Service features are subject to availability on an ongoing basis. Subscriber understands that Broadband VI may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without notice to Subscriber. Without limiting the generality of the foregoing, Broadband VI may suspend, disconnect or terminate the Service at any time without prior notice if Broadband VI believes in its sole discretion that Subscriber have (i) failed to pay Subscriber's bill when due, (ii) threatened or harassed any Broadband VI employee, agent or contractor or (iii) violated any other provision of this Service Agreement.
- (f) If the Service to Subscriber is disconnected for any reason or Service is suspended in accordance with this Agreement, Broadband VI may charge Subscriber (i) for

Service during the period of disconnection or suspension in accordance with applicable federal and state law and (ii) reasonable disconnection and reconnection fees.

- (g) In the event that Subscriber's account is suspended, disconnected or terminated, no refund, including of fees paid by Subscriber to Broadband VI, shall be granted. Moreover, Broadband VI shall not be responsible for the return of data stored on Broadband VI's servers, including web and email servers. Subscriber agrees that Broadband VI has no obligation to visit Subscriber's home upon termination to reconfigure Subscriber's computer(s) or for any other reason.
- (h) Broadband VI is under no duty to issue credits for Service Outages if Broadband VI is not notified promptly or for situations beyond the direct control of Broadband VI, e.g. acts of Force Majeure. Broadband VI will not issue credits unless requested within 30 calendar days of service interruption. A "Service Outage" is defined as any occurrence within the broadband service that results in the inability of the Subscriber to transmit or receive data, and does not include an outage due to Broadband VI scheduled periods of maintenance or upgrades, or acts of Force Majeure, which are herein defined to include, but not be limited to: hurricanes, floods, cyclones, any and all weather events, Acts of God; war or other hostilities or preparations therefore; civil commotions, riots, or insurrections; blockades; embargoes, export or import restrictions; epidemics; earthquakes; landslides; damage by fire, lightning or explosion; or any and all circumstances outside of Broadband VI's direct control.
- (i) Sections 3 through 20 herein shall survive any termination or expiration of this Agreement.

20. GENERAL PROVISIONS.

- (a) This Service Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Service Agreement supersedes and nullifies all prior understandings, promises and undertakings made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.
- (b) The Parties agree that any Affiliates, Operational Service Providers, agents, third party suppliers and licensors of Broadband VI are intended beneficiaries of this Service Agreement. Except as set forth in the previous sentence, this Agreement is not intended to give and does not give any rights or remedies to any person other than Subscriber and Broadband VI.

- (c) No agency, partnership, joint venture, or employment relationship is created as a result of the Service Agreement and neither party has any authority of any kind to bind the other in any respect.
- (d) Broadband VI shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Broadband VI's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
- (e) This Service Agreement and all matters arising out of or related to this Service Agreement shall be governed by the laws of the Territory of the U.S. Virgin Islands without regard to its conflicts of law provisions. Subject to the agreement between Subscriber and Broadband VI with respect to arbitration of any disputes, Subscriber agrees that the federal and state courts of the U.S. Virgin Islands alone shall have jurisdiction over all disputes arising under this Service Agreement and Subscriber consents to the personal jurisdiction of those courts.
- (f) Broadband VI's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this Service Agreement shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law or construed as nearly as possible to reflect the original intentions of the parties.
- (g) Broadband VI may change, amend, alter, or modify this Service Agreement at any time. Broadband VI may notify Subscriber of any change either by posting that change on Broadband VI's website (<https://broadband.vi>) and by sending Subscriber an email or by U.S. mail. If Subscriber continues to use the Service after such notice has been made, Subscriber agrees that such continued use shall be deemed to be Subscriber's acceptance of those changes. The current version of this Service Agreement, as the same may be modified by Broadband VI from time to time, shall supersede any prior version of this Service Agreement that may have been provided to Subscriber at any time.
- (h) Except as specifically set forth in this Service Agreement, any notices under this Agreement shall be effective as follows: (i) If to Subscriber: notice shall be made by (i) email to Subscriber's email address; (ii) by first-class mail to Subscriber at Subscriber's billing address then on file with Broadband VI; or (iii) when posted to the Announcements page of Broadband VI's website. If by email, such notice shall be deemed effective when transmitted by Broadband VI. If by first-class mail, such

notice shall be deemed effective upon the earlier of (A) three business days after dispatch or (B) at such time as actually received by Subscriber. (ii) If to Broadband VI: notice shall be made exclusively by first-class mail to Broadband VI, PO Box 26304, Christiansted, VI 00824 or such other address as Broadband VI may from time to time publish to Subscriber, and such notice shall be deemed effective upon receipt.

- (i) Subscriber may not assign this Agreement, or Subscriber's rights or obligations under this Service Agreement, without Broadband VI's prior written consent, and any purported assignment by Subscriber without such consent shall be void. Broadband VI may transfer or assign any portion or all of this Service Agreement at any time without notice to Subscriber, and Subscriber waives any notice that may be required by law.
- (j) A Force Majeure Event shall include, but is not limited to: (i) act of God; (ii) act of local, county, state, federal or other government in its sovereign or contractual capacity; (iii) act of public enemy or of war, terrorism, sabotage, civil disorder or riot; (iv) flood or adverse weather conditions, including solar flare or sun outage; (v) landslides, damage by fire, lightning or explosion; (vi) pandemic, epidemic or quarantine; (vii) labor strike, lock-out or other labor disturbance; (viii) blockages, embargoes, export or import restrictions; (ix) fire, explosion, power failure or blackout; (x) damage, degradation or destruction of equipment, transmission lines or the Broadband VI Network; (xi) unavailability of right-of-way, equipment or materials; (xii) or any other cause or circumstance beyond a Party's reasonable control.
- (k) Subscriber and Broadband VI have executed this Service Agreement by their signatures (or, in the case of Broadband VI, the signature of Broadband VI's authorized person) on the COS or DIA Proposal.

Broadband VI and Subscriber understand, acknowledge and agree that this Service Agreement is entered into as of the date set forth on the COS or DIA Proposal.