



DE Fastlink
Powered by Dixie Electric
**DE FASTLINK SERVICE
AGREEMENT**

DE Fastlink, LLC (“DE Fastlink”) will provide fiber optic services, including but not limited to high-speed internet, phone and/or other related service(s) (“Service(s)”) to you and all persons who use the Service (“Customer,” “you,” or “your”) on the terms and conditions set forth in this Agreement (the “Agreement”) and any applicable tariffs, service guides, posted policies and procedures. For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by or is under common control with DE Fastlink.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 12 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR JUSTICE COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY.

1. ACCEPTANCE OF THIS AGREEMENT

By signing below, you agree that you have read, understand, and accept this Agreement and agree to be bound by all of its terms and conditions, as may be amended from time to time.

2. CHARGES AND BILLINGS

a. Charges, Fees, and Taxes You Must Pay. You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, advance monthly service, DE Fastlink Equipment (as defined below), purchases or rentals or other services, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, permitted fees and cost recovery charges, or any programs in which we participate, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). You will be responsible for paying any governmental imposed fees and taxes, whether imposed on you or us, that become applicable retroactively. You warrant that no monies are owed to DE Fastlink from a previous account with DE Fastlink. If DE Fastlink learns of a prior account where money is owed, then DE Fastlink may apply any fund received by you to that prior account. We will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our website at www.defastlink.net or other notice. We will provide you with notice of any change in our standard prices or fees or new prices or fees via our website, www.defastlink.net or other notice, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Current pricing information and additional terms and conditions are available at www.defastlink.net.

b. How We Will Bill You. Service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring Service charges, equipment charges, and fees. **YOU MUST PAY THE FIRST**

MONTH'S SERVICE CHARGES, DE Fastlink EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S). You may be billed for some Service(s) individually after they have been provided to you; these may include, but are not limited to, measured and per-call charges and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. You should consult our rate card available on our website for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order, we determine in our sole discretion.

c. Third Party Charges. Through use of the Internet Service, you may access certain content, information and services or products of other third-party providers. You shall be the sole and responsible party for payment if you incur any charges from third party services such as, Over the Top (OTT) charges, soft phone fees, additional calling devices, and web-based subscriptions, or plans which you may elect to use in connection with the DE Fastlink Internet Service. Customer agrees that all such charges, including all applicable taxes, fees, surcharges, and assessments shall be paid for by you. Further you are the sole and responsible party for ensuring the security of your credit card information that is used in connection with any of the transaction types.

d. Payment by Credit Card or Check. Use of any credit card to pay for the Service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by check, you authorize us to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations shall have no legal effect.

e. Our Remedies if You Pay Late or Fail to Pay. You may be billed fees, charges, and assessments (collectively "Late Fees") related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date. Any Late Fees due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. DE Fastlink does not extend credit to Customers and any Late Fees are not interest, a credit service charge, or a finance charge.

1. Collection Costs: If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent because of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls. If Customer's check is returned for insufficient funds, DE Fastlink may impose a fee, which is currently set at \$20.00.

2. Suspension/Disconnect: If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

f. Reconnection Fees and Related Charges. If you resume Service(s) after any suspension as described, we may require you to pay additional installation or reactivation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and

applicable law.

g. Our Right to Make Credit Inquiries. YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. Any risk assessments conducted by either us or by third party credit bureaus will be done in conformance with all applicable laws. We reserve the right to make credit inquiries even after having received a deposit from you with respect to our Services(s).

h. Your Responsibilities Concerning Billing Questions. Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us within 30 days of the date on the bill or you waive any such disputes or credits.

3. REFUNDABLE DEPOSIT AND REFUNDS

We may require you to pay a refundable deposit when you activate the Service(s). Subject to applicable law your deposit may be credited to your account (without interest unless otherwise required by law) if: (1) your account remains in good standing for twelve (12) months or (2) upon full disconnection of all Services. Refunds shall be provided within thirty (30) days of Service final billing and the return of all DE Fastlink Equipment or as otherwise specified by applicable law in an amount equal to the credit balance on your account, if any, minus any amounts due on your account (including without limitation, any amounts owed for the Service(s) or for any DE Fastlink Equipment that is damaged, altered, or subject to an Unreturned/Damaged Equipment Fee as defined in Section 9(d).

4. CHANGES TO SERVICE/NOTICE OF CHANGES

Subject to applicable law, we have the right to change our Service(s), DE Fastlink Equipment, rates, and charges, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change features or offerings contained in the Service(s), including, but not limited to, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations. We may deliver any notice concerning changes to the Service(s) and our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our sole discretion: (1) by posting it on www.defastlink.net or any other website about which you have been notified; (2) by mail to your address on file; (3) by e-mail to the e-mail address in our records; (4) by including the information on or with your bill for Service(s); (5) by telephone or texts to your number(s) on file; or (5) through our mobile application. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, mobile application, and all postings at www.defastlink.net or any other website about which you have been notified. If any material change negatively affects your Service(s), you have the right to cancel your Service(s) with written notice to us. Your continued receipt of the Service(s) for more than 30 days after the change, however, will constitute your acceptance of the change.

5. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

a. Premises. You agree to allow us and our agents the right to enter your property at which the Service(s) and/or DE Fastlink Equipment will be provided (the "Premises") at reasonable times, for purposes of installing,

configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or DE Fastlink Equipment used to receive any of the Service(s). Further, you agree to grant DE Fastlink a perpetual easement without charge on and through the Premises to construct, install, maintain, inspect, replace and/or remove our outlets, transmission lines, and all other equipment necessary to provide Services to you and others. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises and grant us a perpetual easement. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

b. Customer Equipment. "Customer Equipment" means software, hardware or services that you choose to use in connection with the Service(s) and that is not provided or leased by us or our agent. Notwithstanding the last sentence, any equipment purchased by you from us (or our agent) and under an express sale agreement shall constitute "Customer Equipment." You agree to allow us and our agents the rights to insert hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner provided such authorization. For avoidance of doubt, "Customer Equipment" does not include DE Fastlink Equipment for which you have paid an Unreturned/Damaged Equipment Fee.

6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

a. DE Fastlink Equipment. "DE Fastlink Equipment" means all new or reconditioned equipment that we or our agent provides or leases to you, including, but not limited to modems, routers, related electronic devices, and any other hardware and includes all software and programs contained within DE Fastlink Equipment or downloaded to Customer Equipment by us. You expressly agree that you will use the DE Fastlink Equipment exclusively in connection with the Service(s). You agree that all DE Fastlink Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the DE Fastlink Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge that any addition to, removal of or change to the DE Fastlink Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the DE Fastlink Equipment, or permit any other service provider to use the DE Fastlink Equipment, including DE Fastlink Equipment for which an Unreturned/Damaged Equipment Fee has been paid. The DE Fastlink Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the DE Fastlink Equipment for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE DE FASTLINK EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than us or our agents to service the DE Fastlink Equipment. You assume the risk and are responsible for loss, theft, repair, replacement and other costs, damages, fees and charges if you do not return the DE Fastlink Equipment to us in an undamaged condition. DE Fastlink Equipment remains DE Fastlink owned equipment, and DE Fastlink retains title to all DE Fastlink Equipment, at all times, including but not limited to after payment of an Unreturned/Damaged Equipment Fee.

b. Customer Equipment.

1. Responsibility: We have no responsibility for the operation, support, maintenance or repair of any Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service(s), we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems, at any time we determine it is necessary to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service(s).

2. Non-Recommended Configurations: Customer Equipment that does not meet our minimum technical or other specifications constitutes a “Non-Recommended Configuration”, including, but not limited to, modems not currently certified by us as compatible with Internet, certain fax machines, and certain “dial-up” modems, rotary-dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. We reserve the right to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF A NON-RECOMMENDED CONFIGURATION COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR DE Fastlink EQUIPMENT. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

3. No Unauthorized Devices or Tampering: You agree not to attach or assist any person to attach any unauthorized device to, or otherwise tamper with DE Fastlink Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with DE Fastlink Equipment or the Service(s) or any other part of our network, we may terminate the Service(s) and recover damages resulting from your actions. You agree that your rights and obligations to the Service may not be transferred to any successor tenant or occupant or to any other address. You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with DE Fastlink Equipment or our network and therefore you agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s). The \$500 liquidated damages are in addition to our cost to replace any altered, damaged, or unreturned DE Fastlink Equipment or other equipment owned by us, including any incidental costs. The unauthorized reception of the Service(s) may result in criminal fines and/or imprisonment.

c. End User Software Licenses. Software or applications may be required to use certain features of the Service(s). You agree to comply with the terms and conditions of all end user license agreements accompanying any software, mobile applications, or plug-ins to such software distributed or used in connection with the Service(s) including, without limitation, the DE Fastlink End User Agreement(s), as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate and you agree to destroy all versions and copies of all software received by you in connection with the Service(s).

d. Revocable License. The Service(s) and DE Fastlink Equipment, including, but not limited to, any firmware or software embedded in the DE Fastlink Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the DE Fastlink Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

7. USE OF SERVICES

You agree that the Service(s) and the DE Fastlink Equipment will be used only for lawful purposes. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part, or using or permitting another to use the DE Fastlink Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy we post applicable to the Service(s). Use of the DE Fastlink Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the DE Fastlink Equipment and/or Service(s) at the Premises or at other locations authorized by us and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, our end user agreements, acceptable use policies, and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify us immediately in writing during normal business hours if the DE Fastlink Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges.

- **For Internet.** The acceptable use policies (“AUP”) and other policies concerning Internet are posted at www.defastlink.net. YOU AGREE THAT WE MAY MODIFY THE AUP OR OTHER POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE AUP OR OTHER POLICY. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. WE RESERVE THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S).

8. ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you.

9. TERMINATION OF THIS AGREEMENT

a. Term. Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that the Service(s) are activated and will thereafter renew automatically month-to-month until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install DE Fastlink Equipment, Service(s) charges begin

the earliest of (1) the day on which you picked up DE Fastlink Equipment at our service center, (2) the day you install the Service(s), (3) the day your order for the Service(s) is entered into our billing system if DE Fastlink Equipment is not required for the Service(s) or (4) five (5) days after the date we ship the DE Fastlink Equipment to you.

b. Termination by You. You may terminate this Agreement for any reason at any time by notifying us in one of the following ways: (1) mailing or personally delivering a written notice to our local business office; (2) send an electronic notice to admin@defastlink.com; or (3) calling our customer service department during normal business hours. Prior to effecting such termination, or any other change to your account, we may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) has been disconnected, and all DE Fastlink Equipment has been returned. Except for non-refundable fees and charges, we will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due us for the Service(s), affiliate services, DE Fastlink Equipment, or other applicable fees and charges).

c. Suspension and Termination by Us.

1. No Notice. Subject to applicable law, we reserve the right to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail). We may take these actions if we: (1) determine that your use of the Service(s) does not conform with the requirements set forth in this Agreement or the AUP, (2) determine that your use of the Service(s) interferes with our ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties or (5) you threaten, harass, or use vulgar and/or inappropriate language toward our personnel. Our action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or other users.

2. With Notice. Subject to applicable law, we reserve the right to terminate or suspend Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail) with five (5) days' notice for any reasons not set forth in subsection 1 above. If Customer's bill is not paid in full, DE Fastlink may terminate or suspend Service(s) with five (5) days' notice. Upon termination for any reason, DE Fastlink may charge additional fees on any unpaid balance. Further Customer understands and agrees that DE Fastlink may charge the credit card on file at termination of Service in the amount of any outstanding balance, fees, and for the cost of any unreturned or damaged Equipment, in accordance with applicable law.

d. Your Obligations Upon Termination. You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all DE Fastlink Equipment;

2. You will return all DE Fastlink Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted within five (5) days of the date on which Service(s) are disconnected. Failure to return any DE Fastlink Equipment or if any DE Fastlink Equipment is returned damaged or destroyed for any reason, including fire, flood, storm or other incident beyond Customer's control, will result in the charge of an Unreturned/Damaged Equipment Fee. DE Fastlink, as title owner of the DE

Fastlink Equipment at all times, has the right to retrieve any equipment that is not returned. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our agents, to access the Premises to remove all DE Fastlink Equipment and other material provided by us.

3. Unreturned/Damaged Equipment Fee. "Unreturned/Damaged Equipment Fee" refers to a fee charged by DE Fastlink to a CUSTOMER for any unreturned, damaged or destroyed DE Fastlink Equipment upon termination of the services provided under this Agreement. The Unreturned/Damaged Equipment Fee will be sufficient to cover the full replacement cost for any unreturned or damaged DE Fastlink Equipment. Customer understands and agrees that DE Fastlink may charge the credit card on file at the time of termination of Service for the Unreturned/Damaged Equipment Fee. The payment of an Unreturned/Damaged Equipment Fee shall not result in a sale of, or the transfer of title to, any DE Fastlink Equipment, and such equipment shall remain the property of DE Fastlink, and DE Fastlink retains title to DE Fastlink Equipment at all times. Even if an Unreturned/Damaged Equipment Fee has been paid, DE Fastlink Equipment shall not be resold, used, or operated in any manner.

10. LIMITED WARRANTY AND LIMITED LIABILITY

THE DE FASTLINK EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR OUR PARENT COMPANY OR THEIR OFFICERS, DIRECTORS, AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE DE FASTLINK EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

DE FASTLINK'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY DE FASTLINK OF ANY OBLIGATION DE FASTLINK MAY HAVE UNDER THIS AGREEMENT SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE. IN NO EVENT, SHALL DE FASTLINK LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE CUSTOMER DURING THE PRECEDING 30-DAY PERIOD.

11. INDEMNIFICATION AND LIABILITY

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR PARENT COMPANY AND THEIR OFFICERS AND DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), THE DE FASTLINK EQUIPMENT OR THE CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM BY YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE(S); AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY AUP.

12. BINDING ARBITRATION

UNLESS OTHERWISE PROHIBITED BY LAW, ANY ALREADY ACCRUED OR EXISTING CONTROVERSY OR CLAIM, AS WELL AS ANY FUTURE CONTROVERSY OR CLAIM, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, OR THE BREACH THEREOF, AND/OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AFTER ALL CONDITIONS PRECEDENT AS SET FORTH HEREIN, IF APPLICABLE, HAVE BEEN MET. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE SUCH THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT. THE ARBITRATION SHALL BE HELD IN JONES COUNTY, MISSISSIPPI. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY AGREES TO PAY ITS OWN ATTORNEYS' FEES AND COSTS AND EACH PARTY AGREES TO SHARE EQUALLY IN THE COST OF THE ARBITRATOR. EACH PARTY AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ARBITRATOR SHALL BE THE PERSON TO DECIDE ALL THRESHOLD ISSUES AND TO DECIDE ALL ISSUES OF ARBITRABILITY, SCOPE, VALIDITY, ENFORCEABILITY, UNCONSCIONABILITY, RETORACTIVITY AND/OR APPLICABILITY.

THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO: (I) PURSUE A CLASS ACTION ARBITRATION AND/OR TO SEEK A REMEDY ON BEHALF OF ANY OTHER MEMBER OR PERSON, OR (II) HAVE AN ARBITRATION OR JUSTICE COURT PROCEEDING UNDER THIS AGREEMENT CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION CLAUSE SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE PARTIES NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS. SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION, AND THE PARTIES AGREE THAT IN JUSTICE COURT OTHER CUSTOMERS, USERS, OR MEMBERS MAY NOT BE

JOINED AS A PARTY NOR CAN RELIEF BE SOUGHT ON BEHALF OF ANY OTHER CUSTOMERS, USERS, OR MEMBERS.

IF THE ARBITRATION CLAUSE IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT.

13. 911/E911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT ACCESS TO THE PHONE SERVICE PROVIDED BY US MAY BE LOST OR THE SERVICE MAY NOT FUNCTION PROPERLY, INCLUDING THE ABILITY TO CALL FOR 911/E911 SERVICE, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (I) OUR NETWORK OR FACILITIES ARE NOT OPERATING; (II) BROADBAND CONNECTION IS LOST OR INTERRUPTED; (III) YOU ARE EXPERIENCING A POWER OUTAGE; (IV) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINATOR IS INTERRUPTED; OR (V) YOU FAIL TO PROVIDE A PROPER SERVICE ADDRESS. CUSTOMER UNDERSTANDS AND AGREES THAT IN ORDER FOR 911/E911 CALLS TO BE PROPERLY DIRECTED, DE FASTLINK MUST HAVE CURRENT SERVICE ADDRESS AND IF SERVICE IS MOVED TO A DIFFERENT ADDRESS WITHOUT DE FASTLINK'S EXPRESS WRITTEN CONSENT, 911/E911 CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY, MAY TRANSMIT THE INCORRECT LOCATION ADDRESS FOR RESPONDING OR THE PHONE SERVICE MAY FAIL ALTOGETHER. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, DE FASTLINK SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING PHONE AND 911/E911 SERVICES.

14. BILLING ERRORS

Customer must notify DE Fastlink of any billing errors, inconsistencies, or other requests for refund within thirty (30) days of the date on the invoice. From time to time, DE Fastlink may inadvertently fail to invoice you for charges or fees incurred by you in connection with your use of the Service. In such an event, you agree to pay any such charges or fees when invoiced by DE Fastlink. DE Fastlink has the right to invoice Customer any unbilled charges for up to one-hundred and eighty (180) days from the date of any given invoice.

a. Service Credits. Customer's sole and exclusive remedy to any form of requested refund shall be in the form of Service Credits. There will be no cash refunds issued to Customer. If DE Fastlink determines that a Customer is entitled to receive a service credit, the service credit shall apply to, and appear on the Customer's monthly invoice within one (1) to two (2) months of the applicable billing cycle. Service Credits shall be deducted from the monthly invoice balance. No service credits will be issued to Customer for disruptions in Service or Service outages that may have been caused due to misuse or tampering of Service by Customer, end users at Customer location, or by any other third party. Additionally no Service Credits will be issued for Service that is interrupted due to: (i) Customer's noncompliance with provisions of the this Agreement; (ii) an error or failure related to any equipment or third-party equipment used by Customer; (iii) Customer's order, and/or re-order for a change in Service modifications and DE Fastlink has to modify and/or re-provision the Service; (iv) any period of time when DE Fastlink is not provided with authorization or access to the facilities and Equipment to troubleshoot and repair Service interruptions, whether by phone or at the Customer's location; (v) Customer continued use of the Service when the Service is in an impaired state; (vi) a force majeure affecting the DE Fastlink point of control, network, or third party affiliated provider; or (vii) any combination of the foregoing.

b. Voice Over Internet Protocol (VoIP) DE Fastlink VoIP Calling Service; Per Minute Billing/Rounding:

Service calling plans billed as a flat monthly fee may not include certain call types. Excluded call types will be charged on a per-call basis or a measured basis. Excluded calls could be considered to be outbound and/or international calls. For billing purposes DE Fastlink categorizes a measured call, which begins when the call is answered by the called party or a device such as an answering machine or a fax machine and the call ends when either one of the parties disconnects the call.

c. Measured Calling. Except as otherwise provided for in this Agreement, DE Fastlink VoIP Calling Service measured calls are recorded in six (6) second increments, with partial increments being rounded to the third decimal place. If the computed charge for a measured call or the taxes or surcharges includes a respective fraction of a cent, then the fraction is rounded up to the nearest whole cent.

d. Completed Call Charges. Notwithstanding anything to the contrary in this Agreement, certain providers charge for a completed call when the called party's line rings, or after a certain number of rings. If such a provider charges DE Fastlink or its third-party affiliates, and if such a call type is answered by the called party, DE Fastlink will charge Customer for a completed call.

e. Minute Rounding. Except as otherwise prohibited by law, calls invoiced on a per minute basis will have the initial minimum call duration of six (6) seconds, with following intervals of six (6) seconds each and will be billed by rounding to the third decimal place. DE Fastlink reserves the right to round up any and all DE Fastlink VoIP Calling Service invoice amounts to the nearest one (1) cent.

15. WIRING

You may have installed and/or install wiring located inside your Premises ("Wiring"), that includes but is not limited to, outlets, power cord, extension cords, and additional cable wiring, provided however that any of the aforementioned does not impede with or impact the normal operations of DE Fastlink network and wiring. If you elect to have DE Fastlink install or repair any of your wiring that supports use of the DE Fastlink Services only, DE Fastlink may charge you for that repair or installation. However regardless of who installs or has installed the wiring, DE Fastlink considers any and all wiring property that belongs to you, or the property of the rightful owner of the Premises. Therefore, you are the sole and responsible party for all maintenance and repair of wiring, unless DE Fastlink has agreed otherwise in writing with you. If you are not the rightful owner of the Premises, you agree that you shall contact the owner, building manager, landlord or overseer in control of the Premises regarding the repair, installation, or maintenance of wiring and secure written approval from the rightful legal owner of the Premises. In the case of apartment buildings, multiple unit dwellings or some forms of commercial installations, the wiring is not to be deemed a fixture or part of your Premises unless you purchase the wiring when DE Fastlink Services are terminated either by DE Fastlink or Customer.

16. CUSTOMER PRIVACY AND PERSONAL INFORMATION

DE Fastlink respects your Confidential Proprietary Network Information ("CPNI") which is your personally identifiable information along with your privacy interests, including your right to limit disclosure of certain information to third parties in the manner described in the DE Fastlink CPNI Policy. The DE Fastlink CPNI document is incorporated herein by reference.

17. CUSTOMER ACCOUNT SECURITY AND PASSWORD PROTECTION

When Customer has an account with DE Fastlink, Customer will be able to select usernames, passwords and other account information which is confidential to Customer to access the DE Fastlink Services, other websites, and online accounts which Customer may subscribe to either for free or for a cost. It is the Customer's responsibility to make every best and reasonable effort to safeguard Customer's name, username(s) and all associated account passwords from unauthorized use. DE Fastlink is not responsible for any unauthorized use of Customer's DE Fastlink account and/or any other accounts to which Customer may subscribe. DE Fastlink has the right to terminate Customer's

account at any time if DE Fastlink has any reason to believe that Customer has misused or abused Customer's account or is in violation this Agreement and any DE Fastlink documents incorporated herein by reference. Customer is responsible for all actions that take place as a result of access to, and or use of, the Services under Customer's account whether the access was made by Customer or by a third-party using Customer's account or Customer's mobile or landline phone and regardless of whether such assess was authorized or unauthorized by Customer. Customer must at all times keep Customer's security code(s), passwords, and any other confidential information secure, and Customer affirms and agrees that Customer will inform DE Fastlink immediately if Customer's security code, passwords or any other confidential information is disclosed to any unauthorized person or may have been compromised in any way. DE Fastlink may disclose any information in connection with your account to anyone who correctly quotes your security code, or other private and confidential information. Therefore, you agree to indemnify, hold harmless and release DE Fastlink from any potential and or actual liability which might result with use from and of, your security code, passwords and or any other confidential information.

18. FRAUD, THEFT OF SERVICE, LIMITATIONS OF USE, AND INTELLECTUAL PROPERTY RIGHTS

a. Theft of Service. You shall have no right or authority to distribute, resell; or otherwise use for profiting the DE Fastlink Service in any way. As a material term of this Agreement, DE Fastlink has the right to immediately suspend use of your Service if Theft of Service is suspected. Further, in the event of actual Theft of Service, DE Fastlink shall have the right to immediately terminate your use of Service. In either case related to the foregoing, DE Fastlink representatives shall have the right to suspend or terminate your Service even if you may be unaware of an incident of theft. You agree that you shall be the sole and responsible party for all costs, charges, fees, and any monies owed to DE Fastlink or other parties in connection with and stemming from any theft of your DE Fastlink Services.

b. Obligation to Report Theft of Service: As Customer you are liable for all use of the Services associated with your account, and also the use of DE Fastlink Equipment provisioned for use with your account, and therefore for any and all stolen Services or unauthorized use of the Services or DE Fastlink Equipment. You agree to notify DE Fastlink immediately by calling Customer's DE Fastlink local Customer Service number, or in writing if, when and at any time, and as soon as you become aware that: (i) DE Fastlink Services are or have been compromised; (ii) that DE Fastlink Equipment has been tampered with or stolen; and/or, (iii) that your Service is being used without your authorization, fraudulently used, is or has been stolen. If you fail to notify DE Fastlink in a timely fashion, your Services may be terminated without notice, and with additional charges to you.

c. Fraud: You are responsible for all Internet usage attributable to fraud and/or all VoIP (DE Fastlink VoIP Calling Service) calling charges which may be attributable to your Account with respect to the Services related to fraudulent use of Service, even if incurred as the result of fraudulent or unauthorized use of the Services. You agree to notify DE Fastlink immediately if you become aware of any fraudulent or unauthorized use of any Service. DE Fastlink may, but is not obligated to, detect, or report unauthorized or fraudulent use of Services to you. DE Fastlink reserves the right to restrict, suspend, halt, modify and/or discontinue providing any and/or all Service(s) to you in the event of suspected or actual fraudulent or unauthorized use by you or any other person. DE Fastlink shall not be liable to you in any manner for any damages whatsoever resulting from fraudulent or unauthorized use of any Service in the event DE Fastlink exercises the right to restrict your use of Service.

19. ADDITIONAL PROVISIONS - INTERNET SERVICE.

a. Customer Equipment: DE Fastlink will not and does not support, install, maintain, fix, replace or repair any third-party hardware, including but not limited to business networks or computers, nor does it maintain, fix, or install any software related to the operability of third-party hardware. If you have any issues or questions regarding your device(s) and third-party hardware you should immediately contact the device manufacturer or the retailer where you purchased the device or third-party hardware.

b. Internet Access Device: To use the DE Fastlink Services, DE Fastlink shall provide an Internet Access Device to you free of charge, and at no cost. However, if you would like to use your own Internet Device, at your own cost, you may provide your own Internet Device. Upon termination of the DE Fastlink Internet Service for any reason, you are required under this Agreement to return the Internet Access Device to DE Fastlink in the same condition in which you received it when DE Fastlink originally installed your Internet Service and provided the Internet Access Device to you. DE Fastlink affirms and agrees that relative to the DE Fastlink provided Internet Access Device normal wear and tear is to be expected. If you choose to provide your own Internet Access Device, it must be fully compliant and in accordance with all use standards determined by DE Fastlink. When you provide your own Internet Access Device, DE Fastlink makes no warranty, that the Internet Access Device you use with the DE Fastlink Internet Service will operate with the DE Fastlink Internet Service properly, and as intended. Further DE Fastlink will have no obligation to you of any kind to maintain, repair, support, install or replace any Internet Access Device that you provide. If you have any issues or questions regarding the Internet Access Device, you provide to use with the DE Fastlink Internet Service. You should immediately contact the device manufacturer or the retailer where you purchased the Internet Access Device.

c. Software: If and when DE Fastlink provides any third-party software, to the extent DE Fastlink licenses any software to be used in conjunction with the DE Fastlink Internet Service, including installation or maintenance tools, the third-party software is being provided to Customer with the limited purpose to make operational your use of the DE Fastlink Internet Service. You affirm and agree that you will not take part in or, permit anyone located at your Premises or anyone using your Internet Service to copy, decompile, recompile, reverse engineer or to make modifications in support of preparation of any derivative works based on the software, all actions of which are strictly prohibited. You affirm and agree to comply with all terms and conditions of any end user license agreements which come with and are part of any software. Additionally, all such use of the software and any associated licenses shall immediately terminate upon the termination of this Agreement. Upon termination you affirm and agree that you shall destroy all versions and copies of any and all software received by you from DE Fastlink or DE Fastlink third party affiliates in connection with the use and functionality of the DE Fastlink Internet Service. Further you are the sole and responsible party for ensuring compatibility of the DE Fastlink Internet Service with any devices you or others may have, including but not limited to all forms of smart business devices.

d. Acceptable Use Policy: You affirm and agree that you will not use the DE Fastlink Internet Service and/or any DE Fastlink Service which you receive from DE Fastlink in any way that may violate federal, state, local and municipal laws. You will not use the DE Fastlink Internet Service for any unlawful purpose, you and others who have access to and/or use your DE Fastlink Internet Service shall fully comply with all guidelines, policies, regulations, requirements and terms as set forth in the DE Fastlink Acceptable Use Policy, located on the DE Fastlink website at www.defastlink.net. Additionally, you affirm and agree that DE Fastlink, at its sole discretion has the right to change the DE Fastlink Acceptable Use Policy, from time to time, with no notice provided to you by posting updated versions on the DE Fastlink website. Please check the DE Fastlink website frequently for any changes to the DE Fastlink Acceptable Use Policy. You will be able to determine the most recent version when you review the policy and at the bottom of the Acceptable Use Policy the most recent date stamp and version number will be visible. Please also print out the DE Fastlink Acceptable Use Policy and retain any such copies for your records. The Acceptable Use Policy is incorporated into this Agreement herein by reference. If you, and/or any user of your DE Fastlink Internet Service, fail to abide by any of the terms of the Acceptable Use Policy, as updated, DE Fastlink may halt, cease, suspend, limit, cancel and/or terminate this Agreement and the provision of the Internet Service and/or any other Services DE Fastlink provides to you. Additionally, DE Fastlink reserves the right to charge you for any direct or indirect costs DE Fastlink may incur in connection with your failure to abide by this section or the Acceptable Use Policy. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version.

e. Multiple Users: The DE Fastlink Internet Service and the DE Fastlink Equipment shall be used solely and only

by you, the Customer, and by members of your immediate premises, at your physical Premises who reside with you and/or visit your physical location. You affirm and agree that you are executing (by use of the DE Fastlink Services) this Agreement on behalf of all individuals who use the DE Fastlink Internet Service, and therefore you have complete and sole responsibility for making sure that all other users of your DE Fastlink Internet Service understand, agree to, and remain in compliance at all times with the terms and conditions of this Agreement, the documents incorporated herein by reference and any other stipulations incorporated herein by reference. You further affirm and agree that you are the sole and responsible party liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the DE Fastlink Internet Service and/or DE Fastlink Equipment, by any other user or by you specifically.

20. MONITORING THE SERVICES, SECURITY AND PRIVACY

a. Theft of Service: You affirm and agree that any unauthorized receipt of the DE Fastlink Service constitutes a definitive theft of service. Theft of Service is in full violation of federal laws and may result in both criminal, civil and/or both penalties. Further if the any such violations are purposeful, knowingly undertaken, willful and for either or both private financial gain or commercial advantage any and all such penalties may be increased.

b. Responsibility for Content: You, as Customer affirm and agree that the Internet and certain Internet websites or other forums available through the DE Fastlink Internet Service may contain information, content, materials, and information readily available that may be offensive, and objectionable to some individuals, may violate federal, state, or local laws, rules, or regulations, or may violate your protected rights or those of others, may be unsuitable for children or may be litigious. DE Fastlink assumes no liability or responsibility for this content, information and/or material. You and/or anyone using your DE Fastlink Internet Service that accesses material and content of this type does so at his or her own risk. NEITHER DE FASTLINK, ITS PARENT COMPANY, THEIR OFFICERS AND DIRECTORS, NOR ANY OF THEIR EMPLOYEES, THIRD PARTY AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS, LICENSORS OR ANY DE FASTLINK CARRIER PARTNERS OR BUSINESS PARTNERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY IN ANY MANNER OR WHATSOEVER FOR ANY LOSSES, CLAIMS, ACTIONS, SUITS, DAMAGES, OR ANY PROCEEDINGS WHICH MAY ARISE OUT OF AND OR THAT IS OTHERWISE RELATED TO THE ACCESS OF ANY OF THE AFOREMENTIONED MATERIAL OR CONTENT BY YOU OR OTHERS WHEN USING THE DE FASTLINK INTERNET SERVICE OR ANY DE FASTLINK SERVICE. Complaints, request for removal of email lists, questions and any other topic regarding material or content of an objectionable nature needs to be addressed by you to the actual material or content provider or owner of a website you may feel is objectionable. You affirm and agree that you may also wish to restrict access to objectionable or sexually explicit material on the Internet by use of blocking software or a parental control software. In the event you install, download and/or subscribe to any of these blocking services and/or purchase third party services to do so, DE Fastlink makes no guarantee, representation, or warranty regarding the reliability, use and effectiveness of such programs.

c. Hacking, Accessing Audio, Video and Eavesdropping: The Internet is a public forum and is used by many unknown and known individuals or entities including, but not limited to other individuals who purchase the DE Fastlink Internet Service and any other DE Fastlink Services. All networks that are made available to anyone and everyone as networks, such as the public Internet, pose many threats and risks to users who do not use or use the DE Fastlink Internet Service. Such use of the Internet increases incidents of hacking and possible intrusion to your devices, accessing your audio or video and/or the devices, audio, or video of those who use your DE Fastlink Internet Service at your Premises. This means entities or persons unknown to you, or possibly in some cases known to you may be able to monitor and/or access your use of the DE Fastlink Internet Service. If you store, post, disseminate, or transmit any confidential, sensitive, or personal information, you and users of your DE Fastlink Internet Service do so at your own and sole risk. Further you agree to bear all risk and liability when you have someone use the DE Fastlink Internet Service at your Premises or location. NEITHER DE FASTLINK ITS PARENT COMPANY, THEIR OFFICERS AND DIRECTORS, NOR ANY OF THEIR EMPLOYEES, THIRD PARTY AFFILIATES,

AGENTS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS LICENSORS OR ANY DE FASLTINK CARRIER PARTNERS OR BUSINESS PARTNERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY IN ANY MANNER AND WHATSOEVER FOR ANY, LOSSES, CLAIMS, DAMAGES ACTIONS, SUITS, OF ANY KIND EITHER RELATING TO, OR ARISING OUT OF SUCH ACTIONS BY YOU. You affirm and agree that there are certain readily available software programs that are commercially available and sold either in a traditional retail setting or sold on the Internet, that make statements and claims that these types of software programs are capable of encryption or creating a situation and instance where you and/or users of your DE Fastlink Internet Service can be deemed (when using such software) to be anonymous. DE Fastlink makes no guarantee, claim, representation, or warranty regarding the effectiveness of some, any and or all of these programs.

d. Facilities Allocation: DE Fastlink reserves the right at its sole discretion to determine, on a continual and ongoing basis, the extent and nature of its facilities provisioned and allocated to support the Internet Service, including, without limitation, provisioning the amount of bandwidth to be used, operated, and delivered in combination and concurrence with the DE Fastlink Internet Service.

e. Security: You, as Customer are the sole and responsible party for assuming all measurements, precautions, and other required steps are taken to ensure you protect yourself, the users of the DE Fastlink Internet Service at your Premises and your software, equipment, hardware configurations, software configurations, data, and files against any and all natural risks which are inherent in the deployment and use of the public Internet. Without limiting this responsibility:

f. Service Setup: You, as Customer affirm and agree that when using the DE Fastlink Internet Service there are certain packages and applications, like an email client or web browser, that use protocols such as, HTTP (Hyper Text Transfer Protocol), HTMP (Hypertext Mark Up Language), FTP (File Transfer Protocol) or other protocols that may be used by other individuals either known and/or unknown to you and unknown to DE Fastlink that may try to gain access to your devices, your computer and the operating system(s) on any of these devices you use to access the DE Fastlink Service; including all data, files, software and data therein. You are the sole and responsible party for the security of your devices, your computer and operating system or any other equipment you choose to use and operate in conjunction with the DE Fastlink Internet Service, including but not limited to software, files or data stored thereon. DE Fastlink shall have no responsibility or liability to you and/or any other user of the DE Fastlink Internet Services at your Premises whatsoever for any losses, claims, damages, suits, actions, relating to, or arising from the use of any such applications by you, or access by others to your devices, device operating systems, or other equipment which may be in your possession that you use, or the data, software or files installed on such equipment or devices.

g. File and Print Sharing: The DE Fastlink Internet Service functions in similar ways to that of a Local Area Network (LAN). A Local Area Network is a computer network that interconnects computers within a limited area such as a Business, school, laboratory, university campus or office building and therefore individuals who access the internet in general terms constitute a node on the network. A node is any physical device within a network of other tools that is able to send, receive, or forward information. A personal computer is the most common node. Therefore, others may be able to gain access to your devices including but not limited to your computer, your computer's operating system, files, data and any other device or equipment that may be or is connected in some way to your computer and your computer's operating system. Some software readily available on the internet and/or for purchase in a retail store include utilities and capabilities for others to gain access to your computer, computers' operating system, files, data, and other equipment which may be connected to software, files and data stored on your equipment, even if and when you are not using the DE Fastlink Internet Service. In accordance with common practice industry standards it is advisable that you fully disable, and do not use file and print sharing along with other functionality and capabilities that may permit other users of the general internet to gain access to your devices, tablets, mobile phones, computers, device operating systems, or other equipment which may be in your possession that you use, or the data, software or files installed on such equipment or devices. You affirm and agree that if you

use and run these types of applications, you need to take all required steps to implement security measures to attempt to avoid intrusion onto your device. Any inaction or failure by you to adhere to this suggestion is at your sole risk. DE Fastlink shall have no responsibility or liability to you and/or any other user of the DE Fastlink Internet Services at your Premises whatsoever for any losses, claims, damages, suits, actions, relating to, or arising from access by others to your devices, device operating systems, or other equipment which may be in your possession that you use, or the data, software or files installed on such equipment or devices.

h. Information Provided to Third Parties: The DE Fastlink Internet Service permits a Customer to have access to third parties and third-party providers, including but not limited to, online service providers, content providers, retail and wholesale providers who provide retail products, goods, and services along with information. You, as Customer may be able to access some of the foregoing services, information, and goods directly from the DE Fastlink Internet Service. However, access to others may only be accessed from the third parties mentioned herein who provide the actual service, good or information. In conjunction with any form of third-party access, you may be required to provide your personal information to such third-party provider, such as, your name, address, phone number, and credit or debit card information along with other personally identifiable information about you to these third parties. If you so choose to release and furnish Customer personal identifiable information to some, any and or all third parties providers or in general terms any third party when using the DE Fastlink Internet Service, you affirm and agree that you doing so is not and shall not ever be subject to the privacy provisions stated in this Agreement or DE Fastlink's Privacy Policy and Customer Proprietary Network Information Policy as incorporated herein by reference. You are the sole and responsible party for any and all data, including but not limited to any form of encrypted data that is retrieved from, stored on, or sent to any server utilized in providing the DE Fastlink Internet Service to Customer. DE Fastlink makes no guarantee, warranty or representation surrounding and related to the integrity or capability of any encryption or any mode of encryption used by DE Fastlink, any DE Fastlink third party affiliates, provider, or vendors. DE Fastlink has no and shall have no responsibility or liability whatsoever for any losses, actions, damages, suits, or claims, relating to, or arising from access by others to your data. You affirm and agree to assume all risk when you provide your personally identifiable information to any third party when using the DE Fastlink Internet Service.

21. MONITORING AND ENFORCEMENT OF BANDWIDTH

You affirm and agree that you will follow all guidelines of use for the DE Fastlink Internet Service package you have purchased and now subscribe to, including but not limited to bandwidth, data storage and other limitations that may be modified at the sole discretion of DE Fastlink from time to time.

22. OWNERSHIP OF IP AND WEB ADDRESSES

You affirm and agree that use of the DE Fastlink Internet Service gives you no right, title or ownership in any of the DE Fastlink Services you purchase including but not limited to other rights or ownership in any DE Fastlink Internet Protocol ("IP") addresses and web addresses. DE Fastlink at its sole discretion has the right to change, modify, replace, and reconfigure the DE Fastlink IP address that is temporarily assigned to you when you purchase the DE Fastlink Service. Further DE Fastlink has the right to deactivate your web address associated with such IP address without notice and is in no way legally required to compensate you for these changes.

23. SPEEDS NOT GUARANTEED

You agree that actual download and upload speeds will vary, at any given time, and from time to time, due to a wide range of factors which include but are not limited to the capacity, specifications, capabilities and parameters of your CPE and also DE Fastlink Equipment, the performance of any network equipment along with Internet congestion, whether there is adequate protection you have ensured from unauthorized use, the strength of the Wi-Fi signal at Customer's Premises, the demand for the content of the content provider and said content provider's technical capabilities, the distance between the content provider and you, any natural or environmental factors, and any

network and management tools deployed and used by DE Fastlink. As more fully defined in the DE Fastlink Acceptable Use Policy, DE Fastlink has and does reserve the full right, at any time, at its sole discretion to protect the DE Fastlink network integrity and all resources which support the DE Fastlink network, including, but not limited to, DE Fastlink third party affiliates, by any means it determines to be proper, including, but not limited to: e-mail scanning, port blocking and e-mail and bandwidth usage limitations. You affirm and agree that you DE Fastlink Internet Service are subject to the DE Fastlink Acceptable Use Policy as referenced herein and as posted on the DE Fastlink website at www.defastlink.net

24. ADDITIONAL PROVISIONS APPLICABLE TO DE FASTLINK VOIP CALLING SERVICE

a. DE Fastlink VoIP Calling Service Provided: The DE Fastlink Voice Over Internet Protocol (“VoIP”) calling Service provides a clear voice connection to the Public Switched Telephone Network (“PSTN”) using Voice over Internet Protocol. The calls you as the Customer of the DE Fastlink Service make using the DE Fastlink VoIP calling Service are transmitted in whole or in part over the Internet. At the sole discretion of DE Fastlink, DE Fastlink may offer an array of VoIP calling plan options to you which may include metered, and/or flat rate calling plans, or combinations of flat and metered calling plans. DE Fastlink’ most current VoIP Services calling plans and packages are listed in the DE Fastlink’ product description section of the DE Fastlink website at www.defastlink.net , or you can also find out more about DE Fastlink calling plans and rates by contacting DE Fastlink customer service, or by visiting your local DE Fastlink office. DE Fastlink reserves the right now, and/or at any time in the future, to modify, change, repackage or discontinue any DE Fastlink VoIP calling plan at any time and with no notice to you. However, if DE Fastlink discontinues your existing plan, DE Fastlink will make available to you a plan that is similar to the DE Fastlink plan which may be discontinued, and you have the right to not accept this plan and cancel or terminate your DE Fastlink Service, with no cancellation or termination fee in certain circumstances. However, your cancellation or termination of Service under the foregoing circumstances will not relieve your obligation to DE Fastlink for any other existing balances, late fees, charges, or taxes on your account, and you affirm and agree that you shall pay amounts due prior to termination. If you elect to continue with DE Fastlink VoIP Calling Service and elect to take the plan closest to your then or soon to be discontinued plan, and/or any other DE Fastlink calling plan, you will be the sole and responsible party to pay for any increases in your plan.

b. DE Fastlink VoIP Calling Services Plans and Features. The DE Fastlink VoIP Services may include a wide array of calling features. At the sole discretion of DE Fastlink, plan features shall be made available in accordance with the plan you select. Calling features in general terms include, but are not limited to, Caller ID, Three Way Calling, Call Waiting, and Call Forwarding. At the sole discretion of DE Fastlink, International calling capabilities may be included in some domestic VoIP calling plans and/or sold either on a metered basis and/or as an individual bundle. Customer’s CPE including telephones, soft-phones, fax machines, and/or dial up modems access the DE Fastlink VoIP Calling Service using the DE Fastlink Equipment. You affirm and agree that you are strictly prohibited from selling and/or reselling the DE Fastlink VoIP Calling Service, and/or DE Fastlink Equipment or attempting to use either for purposes of accessing dialup Internet service to a long distance number, to support international call back, autodialing, extensive or continued call forwarding, telemarketing of any form and in any manner, fax broadcasting, fax blasting, or any usage patterns or calling that is inconsistent with normal call volumes and patterns. At the sole discretion of DE Fastlink, if DE Fastlink comes to find and/or finds that your DE Fastlink VoIP Calling Service and/or the DE Fastlink Equipment is being used for some, any and/or all of the foregoing activities, or in the event of an excessive number of minutes of use or calls, DE Fastlink reserves the sole and exclusive right to immediately terminate your DE Fastlink VoIP Calling Service without notice and/or to immediately assess additional usage charges, and all related taxes, fees and surcharges, for each and every month in which excessive usage occurred. The provision falls outside of the DE Fastlink one hundred eighty (180) day unbilled usage provision as defined and provided for within Section 14 of this Agreement. You affirm and agree that DE Fastlink has all rights to set limits, at its sole discretion, on the amount and length of time voice mail

messages can be saved under your VoIP calling plan and Service and therefore neither DE Fastlink nor any of its affiliated third parties or underlying carriers and providers in any manner or whatsoever will be liable for any lost, erased, or non-delivered voicemail messages.

c. Unauthorized Use of DE Fastlink VoIP Calling Service: You, as Customer affirm and agree that you shall be responsible and liable for any and/or all fraud and theft of Service as provided in the relevant Articles set forth in this Agreement which may occur at the Premises or at any other location. You affirm and agree that you will immediately notify DE Fastlink by either: (i) calling your local DE Fastlink location's customer service number during DE Fastlink normal business hours 8:00 AM to 5:00 Central Time Monday - Friday and/or by; (ii) written notification, if your DE Fastlink VoIP Calling Service has and/or is being compromised, used without your authorization or stolen, or if your DE Fastlink provisioned Equipment has been tampered with, intruded upon, compromised or stolen. When you contact DE Fastlink in either verbal or written form to inform DE Fastlink of any of the foregoing, you must provide your full legal name, your telephone number, your account number, any other information we may request of you, and additionally a detailed description surrounding the circumstances attributable of the unauthorized use of your DE Fastlink VoIP Calling Service, or the compromises and/or theft made to, and of, your DE Fastlink Equipment. You agree that if you fail to notify DE Fastlink in a timely manner, or in your verbal and/or written explanation detailing the circumstances of such incident, your DE Fastlink VoIP Calling Service may be immediately suspended or terminated without notice and you will be responsible for all incurred charges through the unauthorized use of your DE Fastlink VoIP Calling Service.

d. Service Availability: The DE Fastlink VoIP Calling Service is not a traditional land line calling service and Customer affirms and agrees that Customer will not be able to use the DE Fastlink VoIP Calling Service when certain circumstances take place, which include but may not be limited to: (i) if the DE Fastlink facilities, systems or network are not operating in any context; or (ii) if Customer loses electrical power, or electrical power to the voice enabled Internet Access Device is disrupted, interrupted, or not readily available and the voice enabled Internet Access Device does not have a working battery back-up even if the voice enabled Internet Access Device is provided by DE Fastlink. Additionally, Customer affirms and agrees that the performance of a battery back-up is not guaranteed. If the battery back-up does not provide power, the DE Fastlink VoIP Calling Service will not function until normal power is restored. Cordless telephones powered by electricity will not function during a power outage, even if the DE Fastlink VoIP Calling Service is functioning properly. Customer further affirms and agrees that DE Fastlink will not and does not support any form of "first choice" precedence restoration of the DE Fastlink VoIP Calling Service to any DE Fastlink member or DE Fastlink customer. Customer also affirms and agrees that Customer will not be able to use Service in conjunction with any online features of the DE Fastlink VoIP Calling Service if, when and as available, when and if Customer's Internet connection is interrupted.

e. Fixed Premises Location: When Customer purchases and uses the DE Fastlink VoIP Calling Services, if Customer does not provide Customer's proper Premises address, or if Customer moves some, any and/or all of Customer's DE Fastlink Equipment to another area of Customer's Premises, or to a different address location, and if Customer fails to inform DE Fastlink immediately of any change made by Customer or others, the DE Fastlink VoIP Calling Service may fail in multiple ways. DE Fastlink is not responsible or liable to Customer or any other person if Customer does not provide DE Fastlink with information regarding any such change causing failure of Customer's DE Fastlink VoIP Calling Service that results in: (i) calls Customer makes not being completed; (ii) calls Customer makes to 911/E911 not being connected to the proper emergency call centers or agencies; (iii) emergency call centers or agencies being given an incorrect address for Customer's call origination point; (iv) the operator at the emergency call center or agency being unable to dispatch aid or assistance to Customer and needing to transfer Customer's call to the proper emergency call center or agency causing a significant time delay even if emergency services personnel are able to be dispatched and sent to Customer's location; and (v) any combination of some, any and/or all of the aforementioned. Therefore, you affirm and agree that you will not alter, modify, or move the DE Fastlink Equipment associated with the DE Fastlink VoIP Calling Service at your Premises, within

your Premises or to another address without notifying DE Fastlink. DE Fastlink may relocate DE Fastlink Equipment within Customer's Premises for an additional charge, at a time agreeable to you and to DE Fastlink upon your request. Any change in service location by you, must be known to DE Fastlink prior to such change so DE Fastlink can provide you with information on whether the DE Fastlink VoIP Calling Services and DE Fastlink Equipment is able to be relocated to the area at your Premises or the new address. DE Fastlink will also provide you with an invoice for any costs associated with the movement of the DE Fastlink VoIP Calling Services or Equipment. Prior to any such approved and authorized move or change either by DE Fastlink or you, DE Fastlink will require ten (10) days to update your new DE Fastlink VoIP Calling Services' physical location in order for 911/E911 calls to be properly directed and 911/E911 to perform as required and you agree you shall have always then and an alternate means of reaching 911 Emergency Services available to you. If you disconnect, uninstall or tamper with the DE Fastlink VoIP Calling Services, you must immediately contact DE Fastlink for proper disconnection procedures. If your DE Fastlink VoIP Phone Service is improperly disconnected, uninstalled, or tampered with the Service and 911/E911 services will not be operable. You affirm and agree as a material term of this Agreement that a VoIP based phone service supporting 911/E911 calling capabilities is not to be relied on in case of an emergency due to the limitations stated herein along with other factors, such as your service being halted, suspended, cancelled and/or terminated by us for nonpayment of Customer's DE Fastlink invoice.

25. BATTERY BACK-UP, POWER SOURCE AND UNINTERRUPTABLE POWER SUPPLY

The DE Fastlink VoIP Calling Service is a VoIP based Service and is not a traditional land line service with a separate phone jack or wall socket with a separate line or Plain Old Telephone Line ("POTS"). The DE Fastlink VoIP Calling Service does not have its own power supply or source and the Service will fail and will not work in the event of a power outage or failure unless the DE Fastlink Equipment is connected to an active wall socket or power supply provided by Customer. At its sole discretion, DE Fastlink may make available for purchase back-up batteries to supply power for a specific period. Customer affirms and agrees that if Customer purchases a battery back-up from DE Fastlink and continues to use Customer's DE Fastlink Internet Service during a given power outage, the overall battery life of the battery back-up will be decreased. Further, if and when DE Fastlink Equipment is connected to a battery back-up Customer may be able to use the DE Fastlink VoIP Calling Service on a limited basis, or additionally the DE Fastlink VoIP Calling Service may not function or work although Customer can access Customer's DE Fastlink Internet Service and is connected to the Internet. Having a battery back-up available for use does not guarantee use of the VoIP Calling Service. In the case where Customer has provided a back-up battery during a power outage, to provide service to Customer Premises and that battery back-up is equipped with and connected to a capable Internet Access Device, Customer's DE Fastlink Service may remain available if the DE Fastlink network remains available. The length of time that the DE Fastlink VoIP Calling Service is available to Customer throughout a power outage will depend on a number of factors: (i) the age and condition of the back-up battery; (ii) the battery is properly installed and connected to the Internet Access Device and remains so; and (iii) Customer limits the amount of Customer's call usage, and the use of the DE Fastlink VoIP Calling Service, Internet Access Device's power is being drawn from the battery. Customer affirms and agrees that: (i) there are no warranties, promises or guarantees that DE Fastlink makes regarding the performance of the battery; and (ii) Customer will not be able to use the DE Fastlink VoIP Calling Service if the Internet Access Device's electrical power is interrupted and the Internet Access Device does not have a functioning battery back-up. Cordless phones and handsets or other forms of calling device equipment connected to a telephone line, TDD device or electronic printer that use and draw on power from Customer's Premises cannot be charged by a back-up battery connected to an Internet Access Device. If and when a power failure does occur and has been rectified, Customer may be required to restart, reset, or reprogram Customer's personal devices and equipment along with Customer's DE Fastlink Equipment in order to use the DE Fastlink VoIP Calling Service. NOTWITHSTANDING THE FOREGOING, OR IN TIMES OF A FORCE MAJEURE EVENT, WHICH MAY INCLUDE A POWER OUTAGE OR FOR ANY OTHER REASON AND/OR THE NETWORK INFRASTRUCTURE, CABLE NETWORKS, OR FACILITIES

OF DE FASTLINK BEING IMPACTED ADVERSELY, OR IF DE FASTLINK PLATFORMS ARE NOT OPERATING PROPERLY OR DO NOT OPERATE, THE DE FASTLINK VOIP CALLING SERVICE WILL NOT BE AVAILABLE AND THERE WILL BE NO MEANS OR ABILITY TO ACCESS 911 EMERGENCY SERVICES, SECURITY AND ALARM SERVICES. FURTHER CUSTOMER'S DE FASTLINK INTERNET OR VOIP CALLING SERVICE SHOULD NOT BE USED FOR THE SPECIFIC PURPOSE OF MONITORING OR ENABLEMENT OF ANY MEDICAL DEVICES OR ANY MEDICAL SERVICES. DE FASTLINK HAS NO RESPONSIBILITY TO CUSTOMER AND WILL NOT BE LIABLE IN ANY MANNER OR RESPECT TO CUSTOMER, OR OTHERS AT CUSTOMER PREMISES FOR ANY LOSSES OR DAMAGES WHICH OCCUR OR ARISE AS A RESULT OF THE INOPERABILITY, LACK OF USE AND VULNERABILITY OF THE DE FASTLINK VOIP CALLING SERVICE.

26. CUSTOMER OBLIGATION TO PROVIDE PERIPHERAL BUSINESS SERVICES VOICE EQUIPMENT

When using the DE Fastlink VoIP Calling Service, Customer must provide or be able to provide certain Customer Premises Equipment ("CPE") to use the Service fully, which includes a telephone handset or a handset equivalent, inside telephone wiring, outlets, electrical outlets, and a battery back-up. As part of the DE Fastlink Voice Calling Service, DE Fastlink does not sell, lease, or rent any CUSTOMER equipment to be installed or used with as part of the DE Fastlink VoIP Calling Service. Customer warrants that Customer owns, has the right to use or will purchase any and or all equipment for Customer Premises which are required to use and make useable the DE Fastlink VoIP Calling Service. DE Fastlink is under no obligation of any kind to maintain, support, install, configure, reconfigure, or provide technical support and service for any CPE that Customer provides. DE Fastlink does not warrant and makes no representation of any kind that that any manufacturer or brand CPE, including but not limited to computers, handsets, data terminals, tablets, business security and alarm systems will activate the DE Fastlink VoIP Calling Service and/or function properly any, some, or all of the time with the DE Fastlink Services or DE Fastlink Equipment.

27. USE OF DE FASTLINK CALLING SERVICES

DE Fastlink business calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions. If you use your residential services for business use, DE Fastlink shall have the right to cancel your service and incur no liability to you or any other third party. Such cancellation or termination will not relieve you from any payments due and owed to DE Fastlink which may include termination fees or other charges.

28. TRANSFER OF PHONE NUMBER (NUMBER PORTING)

a. Porting a Number from Customer's Current Provider to DE Fastlink (Port In): If and when you, as the Customer want to move your existing phone number that you have with a different provider ("number porting") to a DE Fastlink VoIP Calling Service, in order to make local, long distance or international calls, DE Fastlink requires you to fill out a Letter of Agency ("LOA") or Port Authorization Form. DE Fastlink will provide this form to you, and you must fill it out completely and follow the specific guidelines in accordance with the DE Fastlink Number Porting Policy which is incorporated herein by reference. The DE Fastlink LOA authorizes DE Fastlink to request, from our underlying carrier to move your existing number moved from your current service provider to the DE Fastlink platform. Once you have submitted the LOA to DE Fastlink, DE Fastlink will take the necessary steps to move your existing number to the DE Fastlink platform. You affirm and agree that until such time your number is successfully ported, you will not suspend, cancel, or terminate your account with your existing provider, or you will lose the ability to port your number, lose your number or your phone service, and the associated phone number will become inoperable. Until such time DE Fastlink notifies you that your phone number has been successfully ported from your existing provider you should not alter your existing service in any way. You affirm and agree that on the

specific date your existing phone number is ported from your existing provider to the DE Fastlink platform, you will have purchased and have had DE Fastlink install the DE Fastlink Equipment and the DE Fastlink VoIP Calling Service to avoid any disruption or interruption in service. On the date your service is operational you will no longer receive service from that provider, or the account you had with the existing provider. Number porting functionality, frequently known as Local Number Portability (“LNP”) may not be available in your area and at the time you are requesting that DE Fastlink move your number to the DE Fastlink platform. Therefore, DE Fastlink makes no representation, guarantee or warranty of any kind that you will be able to keep, port or transfer Customer’s existing number. Once your number is successfully ported your number will serve as your primary number associated with your DE Fastlink VoIP Calling Services Plan. You affirm and agree that you will abide by all guidelines and regulations as specified in the DE Fastlink Number Porting Policy which is incorporated herein by reference.

b. New Phone Number Assignment: If for whatever reason you are unable to port your existing phone number to DE Fastlink and/or you require a new one to be issued, DE Fastlink will issue a new primary phone number to you at the time of purchase or anytime thereafter. You are unable to select any number you wish and DE Fastlink has the right to assign you a new phone number at the sole discretion of DE Fastlink and based on the address of your Premises. You affirm and agree that once DE Fastlink assigns you a new phone number that is tied to your Premises, you may not be able to request, either directly after or at any time in the future, that DE Fastlink issue you a replacement number, unless your request for a number change relates to stalking or criminal activity which may be perpetrated upon you by another individual, bullying or harassment, with such change effectuated at the sole discretion of DE Fastlink.

c. Porting Customer Telephone Number from DE Fastlink to a Different Service Provider (Port Out): If DE Fastlink suspends, cancels, or terminates your DE Fastlink VoIP Calling Service for any reason you may not be able to port your number because your number will be inactive. If you choose to cancel or terminate your DE Fastlink VoIP Calling Service and want to move your phone number to a new service provider, you must place the request to port out your number from the DE Fastlink Platform to the new service provider you will be moving to, and not DE Fastlink. In compliance with Federal Communications Commission regulations (“FCC”) you have the right to make such port out request to your new service provider, even if you may have a current, outstanding and/or accrued account balance with DE Fastlink. In such case you affirm and agree that DE Fastlink is able to exercise its right to collect any unpaid balance or monies which may be accrued and owed by you though the collections provision here in this Agreement. You affirm and agree that subject to the nature of the number port, your new service provider and other factors, DE Fastlink may not be able to port your number successfully to your new service provider, including, without limitation if: (i) your new service provider does not provide DE Fastlink with a full, complete and accurate port request; (ii) your new service provider is not able to accept delivery of your phone number from DE Fastlink or it delays or attempts to charge DE Fastlink for the port out request; (iii) Local Number Portability prevents DE Fastlink from a successful number port out to your new service provider; (iv) the number port request made to DE Fastlink by your new provider, at the sole discretion of DE Fastlink may be in violation of any federal, state or local law, rule or regulation and/or may violate the DE Fastlink’ guidelines or policies.

29. OWNERSHIP OF DE FASTLINK TELEPHONE NUMBERS AND IP ADDRESSES

Customer affirms and agrees that the use of the DE Fastlink Services does not give or entitle Customer to any rights or title of ownership to any telephone numbers that are issued to Customer by DE Fastlink as defined herein, and no other ownership rights or title to any Internet Protocol (“IP”) addresses, email addresses, web pages DE Fastlink issued to Customer, or created by Customer from services provisioned for Customer’s use by DE Fastlink.

30. MEDICAL MONITORING, ALARM AND SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT

By your use of the DE Fastlink VoIP Calling Service, your affirmations and agreements to all the terms and conditions with this Agreement, and the documents incorporated herein by reference, you further affirm and agree

to waive any and/or all claims that you may make against DE Fastlink, DE Fastlink's parent company and their officers and directors, employees, agents, third party affiliates, carrier partners, providers and vendors in connection with your DE Fastlink VoIP Calling Service and DE Fastlink Equipment, in the event of any (i) failure, intrusion, intervention, interference, interruption or disruption of to any alarm, business security detection system, any form of protection network system Customer has installed on Customer's Premises and any and/or all electronic or communications equipment due to your DE Fastlink VoIP Calling Service and DE Fastlink Equipment. You affirm and agree that due to a force majeure event and/or any other similar event which may affect the DE Fastlink VoIP Calling Service, Service will not be: (i) available; (ii) usable; (iii) reliable; (iv) have full connectivity; and/or (v) or be compatible with any or all auxiliary or supporting services and systems, including, but not limited to, Business Services security systems or alarm systems. Individual fire alarms and/or business fire alarm systems, 911/E-911 calling, or other emergency or medical monitoring devices will not function related to the circumstances.

**** Use of the DE Fastlink VoIP Calling Service and DE Fastlink Internet Service and DE Fastlink Equipment used by you in conjunction with a Medical Monitoring or Medical Life Saving device is strictly prohibited. As such if DE Fastlink comes to find or finds you are using the DE Fastlink Service for any medical capacity, DE Fastlink has the right to immediately terminate your DE Fastlink Service and shall not be responsible or liable to you in any manner whatsoever. Additionally, your decision to use the DE Fastlink VoIP Calling Service and the DE Fastlink Service with other emergency notification operations systems, particular fire panel alarms, or other like and similar systems, may not be compliant with and may violate federal, state, or local laws, regulations, guidelines, or codes as such products may be expired or have lost certifications by government and regulatory agencies. Your decision to use or attempt to use ancillary systems and services that are referenced in conjunction with the DE Fastlink VoIP Calling Service is strictly and solely your decision and is at your own risk.**

**** DE Fastlink's parent company and their officers and directors, employees, agents, third party affiliates, carrier partners, vendors and providers shall not be responsible or liable to Customer in any way, whatsoever for any potential or actual damages that result from any failure, non-operation, or non-compliance which may result in damages to Customer, Customer's Premises, or individuals at Customer Premises when using or attempting to use such ancillary systems or services. CUSTOMER AFFIRMS AND AGREES THAT NEITHER DE FASTLINK, DE FASTLINK'S PARENT COMPANY AND THEIR OFFICERS AND DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY AFFILIATES, CARRIER PARTNERS, VENDORS AND SUPPLIERS WILL BE RESPONSIBLE OR LIABLE AND CUSTOMER SHALL HOLD HARMLESS, AND INDEMNIFY DE FASTLINK AND ALL RELATED DE FASTLINK AFFILIATES FOR THE INABILITY TO DIAL AND CONNECT WITH 911/E911, ANY SERVICE OUTAGE, THE INABILITY TO USE ANY FIRE PANEL ALARMS WHICH CUSTOMER MAY HAVE INSTALLED ON CUSTOMER'S PREMISES AND/OR THE FAILURE TO GET CONNECTED TO ANY EMERGENCY SERVICE PERSONNEL, AN EMERGENCY SERVICES CENTER, OR THE FAILURE TO CONTACT ANY LEGAL AUTHORITIES FOR ANY FORM OF AID WHEN USING THE DE FASTLINK VOIP CALLING SERVICE. CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND DE FASTLINK AND ITS PARENT COMPANY, AND THEIR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS, AND ANY OR ALL DE FASTLINK THIRD PARTY AFFILIATES, REPRESENTATIVES, AND CONTRACTORS FROM ANY AND OR ALL CLAIMS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, OR PENALTIES, AND ANY EXPENSES OR COSTS THAT ARE ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, CERTIFIED EXPERT FEES AND COSTS) BY, AND OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE DE FASTLINK VOIP CALLING SERVICE RELATING TO THE FAILURE, NON USE, NON-COMPLIANCE OR**

OUTAGE OF THE DE FASTLINK VOIP CALLING SERVICE, INCLUDING THOSE RELATED TO 911/E911 OR OTHER EMERGENCY NOTIFICATION/RESPONSE SERVICES, EMERGENCY SERVICE CENTERS OR PROFESSIONAL LAW ENFORCEMENT AGENCIES.

31. OPERATOR ASSISTANCE, DIRECTORY ASSISTANCE COLLECT CALLS, THIRD PARTY CALLS, 900 OR 976 CALLING

When using your DE Fastlink VoIP Calling Service, operator services will not be available for use. When using your DE Fastlink VoIP Calling Service you will be able to dial Directory Assistance Service, this Service will be charged to you at an additional charge of which rate is not provided in any DE Fastlink calling plan. You shall be charged for all calls to Directly Assistance at the then current DE Fastlink rate that will not exceed \$3.00 per call. When using your DE Fastlink VoIP Calling Service you may, but you will not always will be able to accept or make collect calls or third-party calls if you are able to receive or make such calls by using your DE Fastlink VoIP Calling Service. Collect calls and person to person calls are independent third-party charges and higher rate per minute costs associated with incoming or outgoing collect calls you or someone at your Premises may make. Such increased rate per minute calls and third-party charges will be charged to you, and you shall pay as invoiced by DE Fastlink and/or any third-party providers. The DE Fastlink VoIP Calling Service is unable to be used to place 900/976 or other pay-per-call services.

32. AUTOMATED NUMBER IDENTIFICATION (ANI)

Your DE Fastlink VoIP Calling Services may have certain features as part of your DE Fastlink Calling Plan that include, but are not limited to, call forwarding, find me/follow me, do not disturb, or other features programmed for use. If some, any and or all additional features are in use at the time, and you make or place a 911 call, but your 911 call is interrupted, the Emergency Services operator or dispatcher may not be able to call you back at the phone from which you dialed the call. Most Emergency Response Systems are or may not be technically capable of either receiving and/or forwarding Customer's call routing information properly. Therefore, Emergency Services operators and dispatchers will not be able to identify your phone number in order to call you back if your call is interrupted, dropped, disconnected, not completed, disconnected, or if you are unable to communicate with the Emergency Services operator or dispatcher. Even if you are able to provide your phone number, or your address and/or if the DE Fastlink VoIP Calling Service is not operational for any reason due to a disruption caused by a calling plan feature that may interrupt or effect a 911 call, your affirmation and agreement under the applicable Articles and Subsections of the indemnification provisions shall apply along with all other relevant Articles and Subsections as provided for herein this Agreement to protect and preserve DE Fastlink from any liability.

33. CALLER ID (CNAM)

CNAM is an acronym which stands for Caller ID Name. When phone calls are made, there are usually two user-facing identifiable pieces of information: a phone number and a Caller ID Name (usually a 15-character string). CNAM can be used to display the calling party's name alongside the phone number, to help users easily identify a caller. DE Fastlink provides CNAM Service to the Customer.

34. TTY OR TDD EQUIPMENT FOR PERSONS WITH DISABILITIES

TTY (TeleTYpe), TDD (Telecommunications Device for the Deaf), and TT (Text Telephone) are acronyms that are used interchangeably to refer to any type of text-based telecommunications equipment used by a person who does not have enough functional hearing to understand speech, even with some form of amplification. DE Fastlink makes no warranty or guarantee that the DE Fastlink VoIP Calling Service and/or DE Fastlink Equipment is compatible, or may not be fully compatible with some, any and/or all types of TDD or TTY devices. DE Fastlink, DE Fastlink affiliated third parties, vendors, providers and suppliers, carrier partners and vendors shall not be responsible, or liable in any manner whatsoever in the event CPE and the functionality of CPE TTY or TDD devices and equipment which Customer owns that may or may not be compatible with the DE Fastlink VoIP Calling Service, including,

without limitation 911/E911 services compatible with any TDD/TTY devices.

35. DE FASTLINK DOCUMENTS INCORPORATED BY REFERENCE. DOCUMENTS INCORPORATED HEREIN BY REFERENCE MEAN DOCUMENTS INCLUDED AND REFERENCED IN THIS AGREEMENT AND OTHER DE FASTLINK POLICY PROGRAM, PROCESS, POLICY AND GOVERNING DOCUMENTS WHICH HERE NOW BECOME INCORPORATED INTO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

a. Acceptable Use Policy (AUP). The DE Fastlink AUP fully describes the way in which the Customer can use the DE Fastlink Services and also the website. This policy also describes what will happen if and when a Customer violates this policy and the DE Fastlink acceptable use standards and therefore the actions that may be taken by DE Fastlink.

b. Privacy Policy. The DE Fastlink Privacy Policy describes the DE Fastlink policy and how DE Fastlink takes steps to protect our Customer's privacy.

c. E911 Services Disclaimer. The DE Fastlink E911 Services Disclaimer fully describes all the attributes and characteristics of how 911 calling may or may not work when a Customer is using a VoIP based calling service to call 911.

d. Privacy and Customer Proprietary Network Information (CPNI). The DE Fastlink CPNI policy describes DE Fastlink's Privacy and Customer Proprietary Confidential Information policy and how DE Fastlink and/or the DE Fastlink third party affiliates may contact Customer, and when, how and under what circumstances DE Fastlink can release a Customer's information.

e. Number Porting Guidelines and Policy. The DE Fastlink Number Port Guidelines and Policy fully describes the guidelines, policies, and procedures of number porting in relationship to the DE Fastlink VoIP Calling Service.

f. DE Fastlink Voice Service Supplement. The Voice Service Supplement further explains the voice service.

36. GENERAL

a. Entire Agreement. This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and us with respect to the subject matter of this Agreement and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement.

b. Waiver of Jury Trial. WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE THAT THE RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED.

c. Additional Representations and Warranties. In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

1. Age: You are at least 18 years of age.

2. Customer Information: You represent and warrant that you have provided us with information that is

accurate, complete, and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE(S) OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. YOU AGREE THAT YOU HEREBY WAIVE ANY SUCH CLAIM FOR YOURSELF AND SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

d. Consent to Communications from DE Fastlink.

- 1. Consent to Phone Calls, SMS and Text Messages:** At times, DE Fastlink, or third parties that are acting upon behalf of DE Fastlink, may communicate with you using manual, autodialed, or prerecorded calls and SMS or MMS messages using any number you provide to DE Fastlink (or that DE Fastlink may issue to you as part of your VoIP Service), with your consent, where necessary. These may include informational communications, such as those regarding service outages or service issues which may impact Customer's Services, to confirm Customer service appointments or to provide Customer with reminders to remit payment of current and/or past due amounts which Customer may owe DE Fastlink, or marketing communications. You acknowledge that being included in any state or federal "do not call" list(s) does not preclude you from receiving such calls or messages from DE Fastlink if you have provided consent where necessary. However, you may request to "opt-out" of receiving such messages by calling your local office location's Customer Service number or by sending DE Fastlink an email or hard copy mail, or using the contact us form on the DE Fastlink website at www.defastlink.net. If you ask to have your number placed on the DE Fastlink "opt-out" list, DE Fastlink will discontinue these calls and messages. You affirm and agree that you shall allow DE Fastlink at least thirty (30) days to honor your request for "opt-out" and you further affirm and agree that DE Fastlink shall not, under any circumstances be liable for any calls, SMS messages or text messages that you may receive in the interim. Additionally, you affirm and agree that you are responsible for all charges and fees which you may incur for incoming SMS or text messages on your wireless device(s).
- 2. Consent to Contact by Email:** You provide your full consent to have DE Fastlink send emails to you, at any email address, including, without limitation, a wireless or mobile device, that you provide to DE Fastlink and/or that DE Fastlink may issue to you in connection with your Internet Service, for any reason, including the marketing of DE Fastlink current service offerings, and/or future service offerings that may be offered at DE Fastlink sole discretion. In the event your cellular or wireless service provider charges you for the receipt of any form of email messages, you affirm and agree that you are the sole and responsible party for payment of such messages. You may rescind and revoke this authorization as it specifically relates to DE Fastlink marketing messages at any time by writing to DE Fastlink Customer Service and sending

notice to your local office location stated on the DE Fastlink website, by email to DE Fastlink and/or calling Customer Service.

3. Consent to Receive Electronic Notice: You affirm and agree that unless otherwise specified by DE Fastlink, all notices required will be provided by DE Fastlink in a manner and means determined at the sole discretion of DE Fastlink. Without limitation of the foregoing, you affirm and agree that DE Fastlink may provide any notices to you including notice of changes to DE Fastlink Agreements, program documents, policies and procedures guidelines and parameter documents and the documents which apply to the relationship between DE Fastlink and customer, including but not limited to: (i) this Agreement; (ii) the DE Fastlink Acceptable Use Policy (“Policy”), (iii) the DE Fastlink Privacy Policy, (iv) DE Fastlink rates and services, (v) DE Fastlink E911 Disclosure, Disclaimer, Waiver, and Indemnity, (vi) DE Fastlink Number Port Guidelines and Policy, and (vii) DE Fastlink Voice Service Supplement, by either an online posting to the DE Fastlink website, by email, by United States Postal Service, or by SMS or Text. An online version of this Agreement and all of the foregoing documents and/or documents as specified, or referred to, and incorporated herein by reference, as so changed from time to time, will be accessible: (i) on the DE Fastlink website; (ii) at another online location which may be designated by DE Fastlink; (iii) by calling Customer Service; (iv) by visiting your local DE Fastlink office; or (v) any combination thereof.

4. Other Consents: DE Fastlink may ask you to provide consents or authorizations through any other electronic means, such as email, the Website or through your equipment to request information regarding an advertiser’s products or to “opt in” to a consumer study, therefore any authorization or consent DE Fastlink receives through any electronic means from your Premises shall be deemed to have been authorized by you.

e. Customer Email Address for Notices: Upon request by DE Fastlink you are required to provide DE Fastlink with a current email address which is checked by you on a regular basis so that DE Fastlink may provide notices and communications to you at that email address. If there is a change in any email address, you must notify DE Fastlink immediately of such change.

f. Survival of Contact Rights: All rights and privileges of DE Fastlink to contact you as the Customer as described herein shall survive the termination of this agreement.

g. Protection of Our Information and Marks. All Service(s) information, documents, and materials on our websites are protected by trademark, copyright, or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “marks”) of ours and our affiliates are and shall remain our exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the marks.

h. Retention of Rights. Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, we and our agents reserve the right to delete all your data, files, electronic messages, or other information that is stored on our or our suppliers’ servers or systems. In addition, you may forfeit your account username and all e-mail, IP and Web space addresses, and voice mail.

i. Forfeiture of Telephone Number. In the event you cancel voice without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

j. Monitoring and Recording. You agree that DE Fastlink and its agents may monitor and record any telephone

calls or other voice, data or image communications that are transmitted between DE Fastlink and its agents on the one hand and you, your agents, any user of your Service(s) or Equipment, or any user of any phone numbers associated with your account on the other hand.

k. Governing Law. This Agreement shall be governed by and interpreted in accordance with Mississippi law without regard to choice of law provisions.

l. Revisions. DE Fastlink reserves the right to revise, supplement or amend this agreement and all policies and procedures relative thereto from time to time as approved by the Board of Managers.

Revised: November 18, 2021

Revised: May 12, 2022

CUSTOMER NAME: _____

SERVICE LOCATION: _____

BILLING ADDRESS: _____

HOME PHONE NUMBER: _____

CELL PHONE NUMBER: _____

EMAIL ADDRESS: _____

SECONDARY EMAIL ADDRESS: _____

SSN: _____

DESIRED DATE FOR SERVICE: _____

Service(s) Requested:

Telephone

- Residential
- Commercial

High Speed Internet

- Residential Fast High Speed (100MB)
- Residential Faster High Speed (500MB)
- Residential Blazing Fast High Speed (1GB)
- Commercial Fast High Speed (100MB)
- Commercial Faster High Speed (500MB)
- Commercial Blazing Fast High Speed (1GB)

Other:

Equipment Lease

- Indoor Optical network units
- WIFI Extender
- Other: _____

BY EXECUTING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME.

FURTHER CUSTOMER UNDERSTANDS AND AGREES THAT FIBER SERVICE REQUIRES ACTIVE ELECTRIC SERVICE AT THE LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE FIBER OPTIC SERVICE, INCLUDING ALL TELEPHONE SERVICES AND 911/E911 EMERGENCY SERVICES, IF ELECTED, MAY NOT FUNCTION.

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

DATE: _____