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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 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, 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 defastlink.net.

b. How We Will Bill You. After the first twelve months during which time you are in the minimum term of this Agreement, if applicable, service(s) are provided to you on a month-to-month basis. During the minimum term (if applicable) and thereafter, 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 That Are Your Responsibility. You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

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 as a result 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 \$35.00.

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 120 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 disconnection 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 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 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 and are posted at 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 carry on for twelve months during the minimum term (if applicable) 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. After the expiration of the twelve month minimum term (if applicable), 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). 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 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 pay in full for use of the Service(s) through the minimum 12 month term and up to the date that this Agreement has been terminated and the Service(s) are disconnected if termination occurred after the minimum term;
3. 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.

4. Unreturned/Damaged Equipment Fee. "Unreturned/Damaged Equipment Fee" refers to a fee charged by DE Fastlink to a subscriber 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 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 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 THE STATE OF MISSISSIPPI IN THE COUNTY WHERE SERVICES WERE PROVIDED AT A LOCATION TO BE DESIGNATED BY THE PARTY NOT MAKING THE INITIAL DEMAND FOR ARBITRATION. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY AGREES TO PAY THEIR 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, RETRACTIVITY 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.

ANY MEMBER MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO DE FASTLINK AT 1863 HIGHWAY 184, LAUREL, MS 39443, A NOTICE (“REJECTION NOTICE”) WITHIN FOURTEEN (14) CALENDAR DAYS OF EXECUTING THIS AGREEMENT. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE. YOUR REJECTION NOTICE MUST INCLUDE YOUR FULL NAME, YOUR CURRENT ADDRESS, YOUR CURRENT TELEPHONE NUMBER, THE ACCOUNT NUMBER, A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION, AND BE SIGNED BY YOU. THE REJECTION NOTICE MUST BE MAILED WITH RETURN RECEIPT REQUESTED TO: REJECTION NOTICE DEPARTMENT. IN THE EVENT OF ANY DISPUTE CONCERNING WHETHER A CUSTOMER HAS PROVIDED A TIMELY NOTICE OF REJECTION, THE CUSTOMER MUST PRODUCE THE SIGNED RECEIPT FOR MAILING THE REJECTION NOTICE. IN THE ABSENCE OF THE SIGNED RECEIPT, THE ASSOCIATION’S RECEIVED DATE STAMP ON THE REJECTION NOTICE SHALL BE CONCLUSIVE EVIDENCE OF THE DATE OF RECEIPT. THESE INSTRUCTIONS CONSTITUTE THE ONLY METHOD THAT A CUSTOMER CAN USE TO EXERCISE THE RIGHT TO REJECT THIS ARBITRATION PROVISION. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES.

IF THE ARBITRATION CLAUSE IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES AGREE TO 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 DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING PHONE AND 911/E911 SERVICES.

14. 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 TO WAIVE THE RIGHT TO A TRIAL BY JURY.

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 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. You agree that DE Fastlink or third parties acting on DE Fastlink's behalf may call or text you at any telephone number that you provide to DE Fastlink or that DE Fastlink issues to you, and may do so for any purpose relating to your account and/or the Services to which you subscribe. You expressly consent to receive such calls and texts and agree that these calls and texts are not unsolicited. You understand and acknowledge that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these communications, you may send us written notice of your revocation at admin@defastlink.com. You understand and acknowledge that this is the exclusive means of opting out of such communications. You may not opt-out of receiving certain communications pertaining to your account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, notices concerning your bill, and harm caused to the network. Message frequency depends on your activity with your Services. Message and/or data rates may apply.

e. 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.

f. 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 user name and all e-mail, IP and Web space addresses, and voice mail. 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.

g. 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.

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

ACCOUNT NUMBER: _____

CUSTOMER NAME: _____

SERVICE LOCATION: _____

BILLING ADDRESS: _____

HOME PHONE NUMBER: _____

CELL PHONE NUMBER: _____

CELL PHONE PROVIDER: _____

EMAIL ADDRESS: _____

SECONDARY EMAIL ADDRESS: _____

SSN: _____

DESIRED DATE FOR SERVICE: _____

Service(s) Requested:

Telephone

- Residential
- Commercial

High Speed Internet

- Residential Basic High Speed (100MB)
- Residential Premium High Speed (500MB)
- Residential Elite High Speed (1GB)
- Commercial Basic High Speed (100MB)
- Commercial Premium High Speed (500MB)
- Commercial Elite High Speed (1GB)
-

Other:

Equipment Lease

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

Method of Payment for Service(s):

Charge my credit card: Card Number _____
Expiration: _____ Security Code: _____

Set me up for automatic monthly bill pay. Please provide copy of voided check.

I'll send my payment in each month on a timely basis.

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: _____

