

INTERNET SERVICE AGREEMENT

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF COMSPAN INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR COMSPAN INTERNET SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Comspan Communications, Inc. on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Comspan") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Comspan Services and the Comspan Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at comspan.net.

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify Comspan Customer Service at 866-535-9858 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This is a binding legal document (the "Agreement")

Comspan regularly updates and amends Terms of Service. Subscriber should consult comspan.net to be sure Subscriber remains in compliance.

1. Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, and system requirements as identified by Comspan.
 - a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to Comspan's System Requirements for the current specifications. The minimum configuration standards may change, and Comspan will make reasonable efforts to support previously acceptable configurations; however, Comspan is not

obligated to continue to provide such support. Comspan may supply equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Comspan to perform updates and/or changes, on- site or remotely from time to time as Comspan deems necessary, in Comspan's sole discretion.

- b. Comspan does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Comspan is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service
 - c. Subscriber will not connect any equipment, other than equipment authorized by Comspan, to the service outlet. Subscriber understands that failure to comply with this restriction may cause damage to the Comspan network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Comspan, to do the same
2. Network Interface: When Comspan installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).
 3. Other Comspan Equipment: Subscriber may obtain a modem from Comspan or may purchase a compliant modem from a third-party retailer. The minimum specifications for modems approved for use with Comspan's network, systems and services are set forth at Compliant Modems on Comspan's Network. Comspan reserves the right to provide service only to users with Comspan approved - compliant modems. Subscriber must return modems and any other equipment leased from Comspan at the end of the lease period.
 4. Software: At the time of installation of the Internet Service, Comspan may provide Subscriber with common Comspan or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Comspan does not support third-party software. Any and all software provided by Comspan is the property of Comspan and/or its suppliers and licensors. Comspan hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the

software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Comspan and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in this Agreement and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Comspan. Upon any termination or expiration of this Agreement or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Comspan that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Comspan network

5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items, and Subscriber, not Comspan, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Comspan does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Comspan warrant that the data or files will be free from computer viruses or other harmful components. Comspan has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party
6. Cookies: Subscriber may access their Comspan e-mail account at comspan.net, or by using the user's software application (e.g. Outlook, Outlook Express, and Apple Mail). When accessing e-mail at comspan.net, Subscriber must have their browser configured to

accept cookies. comspan.net will notify the user, if their browser is not configured to accept cookies

7. Monitoring the Internet Service and Privacy: Comspan takes the protection of our Subscribers' privacy seriously. Comspan has no obligation to monitor content; however, Subscriber agrees that Comspan has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with this Agreement, the AUP and Comspan's Privacy Policy.
8. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Comspan assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Comspan is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Comspan if they believe that a Comspan customer has infringed the copyright owner's work(s). If Comspan receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Comspan will notify Subscriber of the alleged infringement. Comspan may determine that Subscriber is a repeat copyright infringer if Comspan learns that Subscriber has engaged in online copyright infringement on more than one occasion.

Comspan reserves the right to suspend or terminate the accounts of repeat copyright infringers.

9. Term: Comspan Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Comspan for breach (including nonpayment) of this Agreement or a violation of the AUP, or otherwise terminated by Comspan in accordance with the General Terms and Conditions for Services. Comspan will not be responsible for the return of data stored on Comspan's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.
10. Disclaimer of Warranties and Limitation of Liability.

- a. **No Warranty:** Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Comspan at Subscriber's sole risk. The Internet Service and Comspan equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Comspan does not warrant uninterrupted use of Internet Service. Comspan does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Comspan does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.
- b. **Anti-Spam Software:** Subscriber acknowledges and understands that Comspan utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Comspan does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Comspan does not warrant that such feature will be error-free.
- c. **Security Software:** In addition, in its sole discretion, Comspan may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Comspan to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Comspan and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that Comspan and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance

- d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Comspan web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Comspan provides these links as a convenience and they are not under the control or ownership of Comspan. The presence of a link to any Third-Party Site is not an endorsement by Comspan of the Third-Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third-Party Site. Subscriber's use of any third-party site is governed by the various legal agreements and policies posted at that web site
 - e. Bandwidth.
 - i. Subscriber understands and agrees that Comspan does not guarantee that any particular amount of bandwidth on the Comspan network or that any speed or throughput of Subscriber's connection to the Comspan network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Comspan's control, and system failures, modifications, upgrades and repairs.
 - ii. Subscriber understands that Comspan may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Comspan's AUP. Subscriber should reference Comspan's AUP for additional details.
 - iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Comspan may employ reasonable network management techniques as identified in Comspan's AUP and Comspan's Network Management Policy
 - iv. Subscriber's sole and exclusive remedies under this Agreement are as set forth in this Agreement. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber
11. Limitation of Liability/Exclusive Remedy: Comspan's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Comspan of any obligation Comspan may have under this Agreement, shall be Subscriber's ability to

terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Comspan to Subscriber. In addition, Comspan shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause.

Comspan shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

12. Mailbox Deactivation: Subscriber agrees that Comspan owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Comspan may also limit the number of new email addresses available per account. Comspan may also limit the number of emails that can be sent within a 24-hour time period. Subscriber agrees that if Subscriber does not access a Comspan mailbox for a period of 270 days, Comspan may lock the mailbox and prohibit the mailbox from receiving new email messages. As long as the Subscriber remains subscribed to Comspan's Internet service, the contents of the locked mailbox will not be deleted. Subscriber understands that upon disconnecting from Comspan's Internet service, Comspan will suspend the account and delete the contents of the mailbox, if any, at that time.
13. Mail Storage: In no event will Comspan be responsible for maintaining, and Comspan will not guarantee storage of, such electronic mail for any period of time. Comspan also reserves the right to enforce email storage limits.
14. Network Security and Management: Subscriber agrees that Comspan may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Comspan may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Comspan's AUP. Comspan may take these actions, with or without notice, in situations where Comspan believes, in its sole discretion that Subscriber may harm the Comspan network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Comspan considers in its sole discretion to be spam. Subscriber agrees that Comspan is entitled to damages if Subscriber is transmitting or is otherwise connected with spam.
Subscriber agrees Comspan is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Comspan liquidated damages of five dollars (U.S. \$5.00) for each piece of spam transmitted from or otherwise connected with Subscriber's account

15. Additional Terms for Comspan WiFi: Comspan WiFi supported by the Comspan-provided wireless router ("Comspan Router") is a service available to certain subscribers and provides wireless access to the Comspan Internet Service within the Subscriber's residence ("Home Network"), for which Subscriber may be charged a fee consistent with Comspan's then-current practices. The Comspan Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Comspan Managed Router although Comspan recommends maintaining the default configuration and settings. Comspan does not guarantee the security of the Comspan Managed Router and Subscriber's connection to the Internet Service via the Home Network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Comspan-provided applications. Comspan reserves the right to preconfigure the Comspan Managed Router to distribute a wireless Internet access point (i.e. a Comspan WiFi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such Comspan WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot. The Comspan Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Comspan to provide the Internet Service and support, as well as for Comspan's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Comspan shall have access to the network name and password associated with the Comspan Managed Router in order to provide support and diagnostic services. Comspan reserves the right to modify the network name and password for the Comspan Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Comspan Managed Router is Comspan Equipment.
16. Indemnification: Subscriber agrees to indemnify and hold harmless Comspan, its parents, subsidiaries, members, affiliates, officers and employees from any claims brought against Comspan related to Subscriber's use of the Internet Service or the violation of the AUP or the Privacy Policy, including, but not limited to, claims that Subscriber's use of the Internet Service infringed on the

patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Subscriber of this Agreement or the AUP, or any claim resulting from Subscriber's negligence. Subscriber agrees to pay any attorneys' fees incurred by Comspan in bringing any action related to the Internet Service or a breach of the terms of this Agreement.

17. General Subscriber Responsibilities and Warranties: When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the terms and conditions of this Agreement and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Comspan's network and other subscribers. For purposes of clarification, Comspan hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.
18. Force Majeure: Comspan shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Comspan, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
19. Amendment: Comspan may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Comspan may notify Subscriber of any such changes by posting notice of such changes on Comspan's website at www.goComspan.com, under "Terms of Condition/Service/Policies", or sending notice via electronic mail or U.S.

postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Internet Service and notify Comspan that Subscriber is terminating the Internet Service. In addition, this Agreement is subject to change in compliance with applicable law.

20. Entire Agreement: This Agreement shall be posted comspan.net, and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Comspan in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend this Agreement or the General Terms and Conditions for Comspan Residential Services.

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