



Trace Fiber Networks

Terms of Service For Residential or Business Consumer Internet Service

THESE TERMS OF SERVICE CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF INTERNET SERVICE AND YOUR RELATIONSHIP WITH TRACE FIBER NETWORKS. **PLEASE READ CAREFULLY.**

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. ALL DISUTES, WITH THE EXCEPTION OF MATTERS THAT CAN BE TAKEN TO SMALL CLAIMS COURT, MUST BE RESOLVED BY ARBITRATION.

1. Term; Acceptance of Agreement; Agreement Terms.

The term of this Agreement will be month-to-month (the “Term”). The Term begins when **You accept this Agreement** and ends at expiration of this Agreement or earlier if either You or Trace Fiber Networks (“Service Provider” or “We” or “Us”) terminates this Agreement as permitted herein.

Your acceptance of the Internet Service (“Service”) provided by Trace Fiber Networks indicates Your agreement to comply with Service Provider’s Terms of Service, the specific terms of Your Service plan (including the plan’s duration and any applicable early termination fee (“ETF”)) and related policies regarding Your use of the Service. You agree with and are deemed to have accepted this Agreement upon the earlier of: (a) submission of Your order for Service; (b) Your accepting the Terms of Service electronically or in the course of installing the software for the Service; (c) Your use of the Service; or (d) retention of the software provided by Service Provider beyond thirty (30) days following delivery.

If You change Service plans, Your term and monthly rate may change (depending on the plan You select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific terms of Your Service plan (including the plan’s pricing, duration, and applicable ETF); (b) our policies, including the Acceptable Use Policy, Privacy Policy, and Copyright / DMCA Policy which may be found on our website; and (c) any additional Service terms, all of which are incorporated herein by reference. This Agreement and related policies are posted on our website.



2. Definitions.

“Content” means content that You upload, download, post, email, transmit or otherwise access or make available by use of the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.

“Equipment” means the single port modem provided by Service Provider for use with the Service.

“Service” means all Service Provider broadband Internet services, and related transport services provided to You by Service Provider, and include software, Equipment, Content, any additional services, technical support, email, domain name server (“DNS”) and related services, and other products and services provided by Service Provider under the pricing plan applicable to Your Service. The Service does not include voice telephony services.

3. Revisions to This Agreement.

From time to time Service Provider will make revisions to this Agreement and the policies relating to the Service. Revisions will be provided on Service Provider’s website by posting of revised terms. By entering into this Agreement, You agree to visit Service Provider’s website periodically to review any such revisions. Increases to the monthly price of the Service (excluding other charges as may be detailed herein) shall be effective thirty (30) days after notice is provided; revisions to any other terms and conditions shall be effective on the date noted in the posting. By continuing to use the Service after revisions are effective, You accept and agree to abide by all revisions made.

4. Authorized User, Account Use, and Responsibilities.

You acknowledge that You are eighteen (18) years of age or older and that You have the legal authority to enter into this Agreement. You agree promptly to notify Service Provider whenever Your personal or billing information changes.

You are responsible for all use of Your Service and account, whether by You or someone using Your account with or without Your permission, including all secondary or sub-accounts associated with Your primary account, and You agree to pay for all activity associated with Your account. You agree to comply with all applicable laws, regulations, and rules regarding Your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).

Restrictions on Use. The Service is consumer grade service and is not designed for or intended to be used for any commercial purpose.

You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial).



You may connect multiple computers/devices within a single home to Your modem and/or router to access the Service, but only through a single Service Provider-issued Internet Protocol (“IP”) address.

You may not infringe, publish, submit, copy, upload, download, post, transmit, reproduce, or distribute software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless You own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service. **Service Provider assumes no responsibility, and You assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by You for such purposes. Please review carefully Service Provider’s Copyright / DMCA Policy on Service Provider’s website, which is incorporated by reference into this Agreement.**

You may not exceed the bandwidth usage limitations that we may establish from time to time for the Service, or use the Service to host any type of server.

Violation of this section may result in bandwidth restrictions on Your Service or suspension or termination of Your Service.

5. Privacy Policy.

Personal information You provide to Service Provider is governed by Service Provider’s Privacy Policy, which is posted on our website and is subject to change from time to time. Service Provider reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the network consistent with applicable law.

6. Service Information, Availability of Service, and Changes to Service.

Broadband Internet Accounts; Bandwidth Availability and Speed. Service Provider offers many broadband service options with each having a different service capability speed range. The Service speed describes the capacity at which the Service can transmit data. Some activities do not require high speeds to function optimally, while other activities may require faster speeds. Your Service speed may not be suitable for some activities, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing. The Service plan You select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service plan You select even if initial testing showed that Your line was qualified. We will provision broadband service using the maximum bandwidth rate available to Your location based on our standard qualification procedures for the Service level selected.



The current speed ranges offered by Service Provider may be found on our website, where we identify the downstream and upstream rates at which Your line transfers Internet access data between the network interface device at Your home to the point at which You connect to Service Provider's network. Our broadband Internet access customers should expect to see speeds within the speed tier of their Service plan. For more information about how Service Provider helps transmit Your information to points on the Internet, how Service Provider manages the network, broadband options, including different Service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade Your Internet experience, and for additional information regarding network practices with respect to data usage caps related to the Service, please visit website for information on Service options and our Internet Transparency Policy.

Because Service performance varies on an end-to-end basis, Service Provider's speeds are limited to, and measured between, Your location and a point on Service Provider's network, which constitutes only one segment of the end-to-end transmission path connecting You, the customer, to Internet websites or content providers. End-to-end performance of Your Service depends on a variety of factors, including, but not limited to: the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on Your telephone line; wiring inside Your premises; the capacity or performance of Your devices or modem; the server with which You are communicating; internal network management factors (including various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks You and others are using when communicating. In addition, Your use of other services provided by Service Provider (such as telephone/video, telephone, and other services) that share the capacity of Your broadband connection with the Service may impact the amount of capacity available for Your use of the Service at that particular time and thus affect the performance of the Service. Consequently, Service Provider does not guarantee the performance of Your service on an end-to-end basis.

Service Provider and its suppliers reserve the right, at any time, with or without prior notice to You, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

IP Addresses. The Service may be provided with a dynamic Internet Protocol ("IP") address, a static IP address, multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology at Service Provider's sole discretion. Static IP addresses are not available with all speeds. The dynamic IP address is a single Internet address intended for use with a single account and any associated sub accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses.

Changes to Your Local Voice Telephony Service. If You change Your local telephone company or discontinue Your local telephone service, Service Provider may in its sole discretion either terminate Your Service or continue to provide Service without local Service Provider voice service at the then-current rates, terms, and conditions applicable to Your new Service plan



and You agree to pay any new or higher monthly fee that may apply to Your new Service plan. If we elect to terminate Your Service, then we reserve the right to charge any ETFs and to apply the Equipment return terms provided herein.

Changes to Service or Features. Service Provider reserves the right to modify or discontinue the Service (including rates and charges), temporarily or permanently. If Service Provider makes a change that would have a material impact on Your Service, Service Provider will provide You notice. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement on our website. Your continued subscription to the Service after the effective date of the change constitutes Your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, Service Provider may instead, at its sole discretion, require customers to enter into an agreement with Service Provider regarding temporary material changes.

Data Usage. The data plan provided by Service Provider is an unlimited data allowance. Use of certain services, including but not limited to digital TV features and apps, home security, and medical alarm systems, will count towards Your Internet data usage allowance. For additional information regarding Your residential or business Service, including management of Your data usage, as well as information about other data plans that You might consider, please refer to the link for Internet services on our website.

Force Majeure. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes, and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from such performance to the extent necessary, provided that Service Provider shall use reasonable efforts to remove such causes of nonperformance.

7. Software Licenses and Third Party Service.

We may provide You, for a fee or at no charge, software for use in connection with the Service, which is owned by Service Provider or its third-party licensors, providers and suppliers (“Software”). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on Your computer or Equipment, and You agree to permit such changes and access to Your computer and Equipment. You may use the Software only in connection with the Service and for no other purpose.

Certain Software may be accompanied by an end user license agreement (“EULA”) from Service Provider or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless You first agree to the terms of the EULA.

For Software not accompanied by a EULA, You are hereby granted a revocable, non-exclusive, non-transferable license by Service Provider or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Service Provider or its



third-party licensors and that You will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Service Provider or its third-party licensors. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Service Provider or its third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

Your license to use the Software or any additional services will remain in effect until terminated by Service Provider or its third-party licensors, or until Your Service is terminated. Upon termination of Your Service, You must cease all use of and immediately delete the Software from Your computer.

If You subscribe to or otherwise use any third-party services offered by Service Provider, Your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of Your Service.

8. Pricing, Billing, Changes to Service Plans, Payment.

You agree to pay the monthly fees applicable to Your Service, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) ETFs, and i) other recurring and nonrecurring charges. The taxes, fees, and other charges detailed in a)-d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Us and may change. You also agree to pay any additional charges or fees applied to Your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as those for set up, activation, and installation, will be included in Your first bill. Monthly Service recurring charges will be billed one month in advance.

Billing for broadband service will automatically begin on the date provisioning of Your broadband service is complete (“Service Ready Date”). We may, at our election, waive any fees or charges. If You wish to cancel Your Service, You may do so by calling Service Provider at 844-946-0303 or emailing billing@tracefiber.com.

The Equipment provided by Service Provider is the property of Service Provider. Any Equipment received may be new, repaired, or refurbished. Upon cancellation of Service, Customer must return the modem or wireless gateway within thirty (30) days. You shall be liable for the un-depreciated list price for any unreturned Equipment. Service Provider reserves



the right to charge You for the un-depreciated list price of the Equipment, not repair the Equipment, or terminate the Service for damaged Equipment that is caused, in Service Provider's sole determination, by the intentional or repeated careless or negligent acts or omissions of You or a third party.

Shipping charges will be incurred by You for the mailing of damaged Equipment, Equipment needing repair, or when returning Equipment, unless Service Provider provides You with a pre-paid shipping label. If installation of Equipment is completed by Service Provider, an installation charge will also apply to You, unless otherwise agreed to by Service Provider or waived as part of a promotion or plan.

Based on Your election and subject to our approval, Service Provider or its agent will bill You directly, or bill Your charge card or local Service Provider telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR SERVICE PROVIDER PHONE BILL, BY USING THE SERVICE YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL.**

Pricing Plans with Minimum Terms. You agree to maintain Your Service on a month-to-month basis ("Term Plan"). Your Term Plan begins on the later of: (a) the date You change Your existing broadband Service plan to a Term Plan; or (b) Your Service Ready Date. At the end of any Term Plan, You may be given the option to select a new Term Plan, if available. If You do not select a new Term Plan, Your Service will continue on a month-to-month plan. If available and if You select a new Term Plan, the terms of that plan will apply.

Bundle Discounts. Some plans may offer a discount on the Service if You sign up for other services ("Bundle Discount"). You agree to maintain Your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable.

Pricing for Term Plans and Bundle Discounts. If You signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of Your Service may revert to the then-existing price for such Service: (1) the term of Your plan expires; (2) You change Your current Service address to another Service address; (3) You drop one of the services that You were required to purchase to receive the special rate; or (4) Service Provider exercises a right under this Agreement to terminate Your account's (or any associated sub account's) use of the Service.

Suspension or Discontinuation of Service for Nonpayment. We may suspend or discontinue Service without notice if You fail to make payment when due for either telephone or Internet Service charges, or if Your payment method (i.e., personal check, credit or debit card) is refused for any reason. If Your Service is suspended or discontinued for non-payment, we may charge You a reconnection fee to resume Service.

Late Fees. If any portion of Your bill is not paid by the due date, we may charge You a late fee on unpaid balances and may also terminate or suspend Your Service without notice. If Your charges are billed by Your Service Provider through the local exchange carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late



fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If we use a collection agency or legal action to recover monies due, You agree to reimburse Us for all expenses we incur to recover such monies, including attorneys' fees.

Credit Checks.

By applying for or using the Service, You are giving us permission to obtain Your credit information from consumer credit reporting agencies at any time and for any reason. We also may share information about your credit with Service Provider's current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf at any time and for any reason. We may refuse to provide Service or require an advance payment, a nonrefundable payment, or other form of credit requirement if we determine that You may be a credit risk due to (1) Your credit rating; (2) insufficient credit history; (3) previous late payments, suspension, disconnection or restoral of service; or (4) fraudulent or abusive use of any Service within the last five years. We will not pay interest on advance payments or deposits unless required by law. We may, however, require special payment terms, such as additional advance payments or deposits, if we determine that the initial payment was inadequate. We may establish limits and restrict Service or features as we deem appropriate. We may immediately interrupt or suspend Service until Your balance is brought below the limit we set for You. Any charges You incur in excess of your limit become immediately due. Upon determination solely by Us of satisfactory payment history or as required by law, We may begin refunding deposits through bill credits or cash payments or as otherwise determined solely by Us. If You are delinquent in any payment to Us, You also authorize Us to report any late payment or nonpayment to credit reporting agencies.

Deposits. We may require that You provide Us with a refundable deposit ("Customer Deposit") prior to the provision of Service. We may also require an additional deposit after activation of the Service if You fail to pay any amounts when due. Within ninety (90) days of termination of service, We shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on Your account including, without limitation, any amounts owed to Us for unreturned or damaged equipment, if applicable. If You fail to pay for the Service when due, We may use the deposit to satisfy amounts due without giving You notice.

Limitation on Special Pricing Promotions. You may only take advantage of one pricing promotion during any consecutive twelve (12)-month period.

9. Termination or Suspension of Service.

Month-to-Month Accounts for Broadband. As a month-to-month customer, either You or Service Provider may terminate this Agreement at any time by giving notice to the other as set forth in this Agreement. Termination will be effective upon Your notice to Service Provider. Activation or set-up fees paid at the initiation of Your Service, if any, are not refundable.

Broadband Service Term Plans; Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE IS TERMINATED BY YOU OR BY SERVICE PROVIDER BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY US THE EARLY TERMINATION FEE AS SET FORTH IN THE



PRICING PLAN YOU HAVE CHOSEN. If You terminate Service at Your location, Your existing Term Plan cannot be carried over to a new Service location.

Termination and/or Suspension by Service Provider. Service Provider reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of them for any reason and at any time, with or without prior notice, in accordance with the Agreement or if You violate any terms of the Agreement. If Service Provider terminates Your Service, You must immediately stop using the Service and You will be responsible for all applicable fees and/or Equipment charges. Your sole remedy is to receive a refund for prepaid but unused services. If Your Service is reconnected, a reconnection fee may apply.

Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, WE HAVE THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK, AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

Return of Equipment upon Termination. If Your Service is terminated for any reason and You received Equipment at no charge from Service Provider or, You must return the Equipment to Service Provider or You will be charged for the Equipment.

10. Management of Your Data and Computer; Use of Third Party Services.

Your Responsibilities Regarding Management of Your Computer and Data. You are solely responsible for obtaining, maintaining, and updating all equipment and software necessary to use the Service, and for management of Your information, including but not limited to back-up and restoration of Your data. YOU AGREE THAT SERVICE PROVIDER IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON SERVICE PROVIDER'S OR ANY THIRD PARTY'S SERVERS.

Content and Data Management by Service Provider. We reserve the right to: (a) use, copy, display, store, transmit, and reformat data transmitted over our network and to distribute such content to multiple Service Provider servers for back-up and maintenance purposes; and (b) block or remove any unlawful content You store on or transmit to or from any Service Provider server. We do not guarantee the protection of Your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

Your Responsibilities Regarding Security. Unless otherwise prohibited by law, You agree that You are solely responsible for maintaining the security of Your computer(s) and data, including without limitation, encryption of data and protection of Your User ID, password, and personal and other data. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from Your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that



occur under Your password, account or IP address. You agree to do all of the following: (a) immediately notify Service Provider if You suspect any breach of security such as loss, theft, public use or unauthorized disclosure or use of Your account or sub account, or password; (b) ensure that You exit from Your account at the end of each session; and (c) periodically change Your password. There is a risk that other users may attempt to access Your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and You agree to take full responsibility for taking adequate security precautions and safeguarding Your data from loss.

WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE. IT IS ALSO YOUR RESPONSIBILITY TO SECURE YOUR NETWORK. INSTRUCTIONS FOR CERTAIN SECURITY SETTINGS RELATED TO THE MODEM OR GATEWAY ARE IN THE USER GUIDE AND WE STRONGLY RECOMMEND YOU TO IMPLEMENT THESE SECURITY SETTINGS AT A MINIMUM BEFORE USE OF THE SERVICE.

Monitoring of Network Performance by Service Provider. We automatically measure and monitor network performance and the performance of Your Internet connection and our network. We also will access and record information about Your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us to access Your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to our monitoring of Your Internet connection and network performance, and to our accessing and adjusting Your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Service Provider or its authorized vendors, contractors, and agents.

Service Provider reserves the right to engage in reasonable network management practices to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that Service Provider may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption. A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that Service Provider adopts a network management practice which will apply to Your Service, we will provide You with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact Your Service.

Third Party Content and Services. The Service may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third-Parties"). Your use of Third Party Content



and Services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. Service Provider does not investigate, monitor, represent, endorse or publish the Third-Party Content and Services. Furthermore, Service Provider does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that Your use of any Third-Party Content and Services will not infringe the rights of third parties. Service Provider reserves the right to restrict or deny access to any Third-Party Content and Services otherwise accessible through the Service. Service Provider shall have no liability to You arising out of or in connection with Your access to and use (or misuse) of the Third-Party Content and Services.

11. Limitations on Use of the Service.

You acknowledge and agree that Service Provider (a) is not responsible for invalid destinations, transmission errors, or the corruption of Your data; and (b) does not guarantee Your ability to access all websites, servers or other facilities or that the Service is secure or will meet Your needs.

You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is Your responsibility and that we are not responsible for access by You or any other users to objectionable or offensive content. WE STRONGLY RECOMMEND THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

You understand and agree that if You enter an incomplete or inaccurate web address, instead of providing only an error message, Service Provider will automatically search for similar or related terms and present You with suggested sites You may want to reach. Service Provider and our partners do not retain this information, nor do we retain Your information for any other purpose.

You are not authorized to use any Service Provider name or mark as a hypertext link to any Service Provider web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Service Provider.

You agree that Service Provider assumes no responsibility for the accuracy, integrity, quality, completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that Service Provider does not endorse any advice or opinion contained therein, whether or not Service Provider provides such service(s). Service Provider does not monitor or control such services, although we reserve the right to do so.

You represent that when You transmit, upload, post or submit any content, images or data using the Service You have the legal right to do so and that Your use of such data or content does not violate the copyright or trademark laws or any other third party rights.



Websites linked to or from the Service are not reviewed, controlled, or examined by Service Provider and You acknowledge and agree that We are not responsible for any losses You incur or claims You may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Service Provider.

12. Warranties and Limitations of Liability.

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY SERVICE PROVIDER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), SERVICE PROVIDER (AND THEIR OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE “SERVICE PROVIDER PARTIES”), THEIR THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON- INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY SERVICE PROVIDER OR THEIR REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

SERVICE PROVIDER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF WE HAVE ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR SERVICE PROVIDER SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY EQUIPMENT PROVIDED BY SERVICE PROVIDER).

SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY SERVICE PROVIDER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. SERVICE PROVIDER SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICE



REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SERVICE PROVIDER OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN NO EVENT SHALL SERVICE PROVIDER OR SERVICE PROVIDER'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

THE LIABILITY OF SERVICE PROVIDER, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO SERVICE PROVIDER'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE



EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification.

You agree to defend, indemnify and hold harmless Service Provider from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from Your use of the Service (or the use of Your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

14. Notices.

Notices required under this Agreement by You must be provided to Us at the address or email address below. Notice by Service Provider to You (including notice of changes to this Agreement under Section 3 of this Agreement shall be deemed given when: (a) transmitted to Your primary email address provided by Service Provider; or (b) mailed via the US mail or hand-delivered to Your address on file with Us; or (c) when revisions to terms and policies are posted on the website in updated versions.

For notices to be provided to Trace Fiber Networks LLC., please send to:

Address:

Trace Fiber Networks, LLC.

Attn: Notices / Legal

2020 Lonnie Abbott Blvd.

Ada, OK 74820

Email:

contracts@tracefiber.com

If You send Us an email, You agree that the User ID and/or alias contained in the email is legally sufficient to verify You as the sender and the authenticity of the communication.

15. Customer Service Support.

Service Provider provides free basic customer care for Service purchased from Service Provider and covered under this Agreement. Although Service Provider reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as Service Provider deems necessary as may be set forth herein, Service Provider does not provide support for devices that access the Service under this Agreement.



16. General Provisions.

All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

You may not assign or otherwise transfer this Agreement, or Your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and You agree to make all subsequent payments as directed.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of Oklahoma, without reference to its choice of law rules. Each party hereby irrevocably consents to non-exclusive personal jurisdiction and venue in the state and federal courts located in Oklahoma, with respect to any claim arising out of or related to this Agreement. Except as otherwise required by law, any cause of action or claim You may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Service Provider's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

This Agreement, including all Policies referred to herein and posted on Service Provider's website, constitutes the entire agreement between You and Service Provider with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by You to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Service Provider.

17. Arbitration.

YOU AND SERVICE PROVIDER AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS. YOU AND SERVICE PROVIDER AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

IN ARBITRATION, THERE IS NO JUDGE OR JURY BUT AN ARBITRATOR CAN AWARD YOU OR SERVICE PROVIDER THE SAME DAMAGES AND RELIEF AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES THEN AN ARBITRATOR CAN AWARD THEM AS WELL.

YOU AND SERVICE PROVIDER ALSO AGREE THAT THE FEDERAL ARIBTRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES



THAT QUALIFY, ANY DISPUTE THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM THE SERVICES PROVIDED TO YOU FROM SERVICE PROVIDER WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOICATION (“AAA”). YOU MAY ALSO BRING ANY DISPUTES YOU HAVE TO THE BETTER BUSINESS BUREAU (“BBB”), ATTENTION OF FEDERAL, STATE OR LOCAL AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST SERVICE PROVIDER FOR YOU.

IF YOU OR SERVICE PROVIDER INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST PROVIDE WRITTEN NOTICE OF THE DISPUTE AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE SHOULD BE SENT ACCORDING TO SECTION 14 ABOVE.