



Fiber Internet Service Agreement Terms and Conditions

NOW COMES, GTech Fiber, L.L.C., hereinafter referred to as GTech Fiber, and, the customer hereinafter referred to as "Customer" or "You", hereby contract and agree as follows:

SECTION I. Terms and Conditions

ACCEPTANCE OF THIS AGREEMENT

By signing this Agreement or by utilizing GTech Fiber Services, the Customer acknowledges having read and understood this agreement and Customer accepts this Agreement (together with all of the policies attached hereto) and agrees to abide by its terms and conditions as they may be amended from time to time. Please take the time to read this Agreement carefully. The terms and conditions of this Agreement may be amended from time to time by GTech Fiber by providing notice of changes in the GTech Fiber monthly billing statements. Use of the GTech Fiber Services by Customer after a change to these terms and conditions has been so noticed by GTech Fiber, shall constitute acceptance by Customer of such changed terms. If Customer does not wish to accept such changes, the only remedy is to terminate the GTech Fiber Service that GTech Fiber is providing under this Agreement within thirty (30) calendar days of the date the change was noticed by GTech Fiber.

SCOPE OF SERVICES

For purposes of this Agreement, "Service", "Services" or "Broadband Services" means the service provided by GTech Fiber that allows you to access the Internet and offers you a capability for acquiring or retrieving information, generating, storing, transforming, processing, or utilizing information on, or making available information to other Internet endpoints connected directly or indirectly to, the GTech Fiber network. Service or Broadband Services include fiber-based Internet services. By using or paying for the Service, you are agreeing to the terms and conditions in this Agreement.

NO RESALE

Customers may not resell Service without a legal and written agency agreement with GTech Fiber. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e., by Wi-Fi or other methods of networking). Customers shall not use the Service to host any type of commercial server.

INSTALLATION, FEES AND ACCESS

GTech Fiber or its agent or contractor will schedule one or more installation visits with Customer. GTech Fiber agrees to cover the first \$2,500.00 towards the installation of fiber-optic Internet service. Any additional installation charges above and beyond the \$2,500.00 covered by GTech Fiber must be agreed to by the Customer before installation is initiated and must be paid in order to complete service installation. Any such charges will be clearly conveyed by GTech Fiber before installation. Customer must be present at Customer's service location during the installation to be performed by GTech Fiber, its agent or contractor. After installation, and during the term of this Agreement, Customer shall provide GTech Fiber with reasonable access to Customer's site to inspect, repair and maintain GTech Fiber's customer premises equipment. Upon termination or expiration of this Agreement or disconnection of the GTech Fiber Service, Customer shall be obligated to return any Equipment to GTech Fiber or to provide GTech Fiber with access to the site to recover such Equipment, if it was provided to Customer by GTech Fiber. Customer agrees GTech Fiber may visit the site upon termination or expiration of this Agreement or disconnection of the GTech Fiber Service to recover its Equipment. GTech Fiber will not restore or reconfigure Customer's equipment or after de-installation, and Customer agrees that GTech Fiber is not responsible for doing so. For underground installations, GTech Fiber will directly bury the fiber from the nearest pole or pedestal to the foundation of the customer's home. GTech Fiber will attempt to cover the trench with dirt and existing sod, but GTech Fiber is not responsible for raking,

seeding, restoration of sod or further repairing any area impacted by the underground fiber installation. If necessary to provide for the most efficient installation, GTech Fiber can saw through stone, concrete or asphalt and is not responsible for any damages that may result. If the underground fiber is damaged after the initial installation and requires replacement or repair, these costs will be billed to the customer.

EQUIPMENT

GTech Fiber will provide the Customer with a fiber-optic wireless router. Such equipment shall at all times remain the property of the GTech Fiber and upon termination of service shall be returned to GTech Fiber within seven days of notice of termination in the same condition as existed upon execution of this agreement, reasonable wear and tear excepted. Customer shall bear all risk of loss, theft, fire, windstorm, lightning, or other hazard. GTech Fiber will maintain and repair such equipment at its sole cost, provided however, that in the event that any such maintenance, repair or replacement is necessitated by acts of abuse, misuse or neglect by the Customer, or any of the hazards identified above, Customer shall bear the entire cost of such repair or replacement. ***The replacement cost of damaged equipment or equipment not returned to GTech Fiber in good and working condition upon termination of this agreement is hereby set at \$250 and must be paid within 30 days of service termination.***

TERMS AND TERMINATION

(a) Contract Terms. The term of this Agreement commences upon the initial installation or activation of any Service and shall continue in full force and effect as long as the Customer is receiving GTech Fiber Internet service at their location.

(b) Termination by GTech Fiber. GTech Fiber reserves the right, in its complete discretion and for any reason or no reason at all, to suspend or terminate this Agreement and to disconnect the Customer Fiber Service, in whole or in part, at any time, upon thirty (30) days of prior notice to Customer. Customer shall pay to GTech Fiber, immediately upon demand, all sums then due and unpaid at the time of termination.

(c) Termination by Customer. Customer may terminate Customer's GTech Fiber Service at any time by calling (573) 759-7146. Cancellation will take effect as of the date on which GTech Fiber schedules and completes the disconnection of Customer's GTech Fiber Service. Customer may be charged for a partial month of service if cancellation takes place in the middle of a billing cycle. Customer shall pay to GTech Fiber, immediately upon demand, all sums then due and unpaid at the time of termination. Notwithstanding the foregoing and anything else to the contrary contained in this Agreement, where GTech Fiber must build fiber or facilities (e.g., obtain space and/or deploy equipment) to provide service to customer, customer's Agreement for service in connection with the build shall not be subject to cancellation once submitted to and accepted by GTech Fiber. Customer's sole remedy against GTech Fiber in the event of dispute arising out of or related to this Agreement or Equipment supplied by GTech Fiber, or the GTech Fiber Service or Customer's use thereof, is to terminate this Agreement and pay the remaining charges due up to the date of termination.

(d) Return of Equipment. Within fifteen (15) calendar days after termination or expiration of this Agreement or disconnection of Customer's GTech Fiber Service, Customer shall be obligated to return any Equipment supplied and owned by GTech Fiber to GTech Fiber in good and working condition or ***Customer will be charged \$250 for equipment replacement.***

RATES AND CHARGES

The rates and charges for the Services are set forth in the Agreement, together with any and all of GTech Fiber's tariffs, as applicable and as amended from time to time. With respect to any Service provided by GTech Fiber to Customer for which a rate is not specified in the Rate Schedule, GTech Fiber's standard retail rates shall apply. GTech Fiber shall provide Customer with a current rate schedule for its standard retail rates at time of service activation from time to time and at the request of Customer. Customer shall make all payments when due as set forth herein.

TAXES AND SURCHARGES

In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on GTech Fiber's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the GTech Fiber website at www.mygtechfiber.com.

DISPUTES

If Customer has a complaint regarding any aspect of Customer's GTech Fiber Service, we encourage Customer to first contact our Customer Service Department at (573) 759-7146. Billing disputes not made within sixty (60) calendar days of the billing in question may not be honored.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by the laws of the United States of America and the State of Missouri. Customer hereby consents to the exclusive jurisdiction of and venue in the state courts located in Pulaski County, Missouri. No legal action or claim of any kind or nature arising out of this Agreement or out of any use of the GTech Fiber Services by Customer may be brought by a party more than one year after the date on which the cause of action first arises.

CUSTOMER'S OBLIGATIONS - Payment, Fees and Installation

(i) Installation Fee and Monthly Charges for GTech Fiber Service. The Customer is obligated to pay the installation fee (if applicable) and monthly charges for the GTech Fiber Service as such charges may be determined from time to time by GTech Fiber in its discretion upon reasonable notice to Customer. Customer is required to pay and Customer agrees to pay all monthly charges one month in advance.

(ii) Cancellation of GTech Fiber Service. If Customer cancels the GTech Fiber Service for any reason, GTech Fiber will not be required to refund to Customer any portion of the installation fee paid by Customer upon service initiation if a fee was required above and beyond the \$2,500.00 covered by GTech Fiber for installation. GTech Fiber will not be required to refund any portion of monthly fees paid by the Customer. GTech Fiber will also not be required to remove any wiring or equipment other than the Internet router from the customer premises.

(iii) Failure to pay. If Customer fails to pay the monthly charges after notification of delinquency within thirty (30) calendar days of the due date, GTech Fiber may impose a late fee charge amount equal to 1.5% of the unpaid balance due and/or disconnect the GTech Fiber Service at its discretion. GTech Fiber may also charge a service fee for all returned checks and debit card or credit card chargebacks, and Customer agrees to pay GTech Fiber for such fees.

(iv) Re-connect and re-installation fee. If Customer disconnects the GTech Fiber Service, request that the GTech Fiber Service be disconnected or if Customer's GTech Fiber Service is disconnected due to nonpayment or other breach of this Agreement, and if GTech Fiber agrees to reconnect the GTech Fiber Service, Customer may be charged fees for reconnecting and reinstalling the GTech Fiber Service and Customer agrees to pay GTech Fiber for such fees. Customer may not request temporary disconnection and reconnection more than one time in a 12-month period. Temporary disconnection may not be for a period of less than 30 days.

(v) Charges for other services or goods. From time to time, Customer may decide to select additional services or purchase goods offered by GTech Fiber. Such services and goods are not covered by the monthly fee provided by this agreement and Customer will be charged separately for them and Customer agrees to pay for all such services and goods.

(vi) Current address and information. Customer is required and Customer agrees to keep GTech Fiber notified in a timely manner of any changes in the information Customer provides to GTech Fiber, including when Customer initially registers to use the GTech Fiber Service.

(vii) Installation of fiber equipment. By signing this form, you are granting GTech Fiber and its professional installer permission to install your new fiber optic Internet service at the service address indicated below. This signed installation permission agreement releases GTech Fiber (including any contracted installation technician) from any liability related to damages that may be claimed as a result of the installation of your new fiber optic service. This installation could include, but is not limited to, the following:

- Drilling an entry hole
- Tacking cable on the outside of the house or building
- Mounting a small fiber splice box on the outside of the house or building
- Attaching a service drop to the house or building
- Tacking cable inside the house or building

- Digging a trench from the house or building to the nearest pedestal or pole

(viii) Additional customer responsibilities. In addition to all other Customer responsibilities as set forth in the Agreement, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the GTech Fiber network; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.

UNAUTHORIZED USE OF SERVICES

GTech Fiber shall have the right (but not the obligation) to take protective action against Customer in order to protect GTech Fiber's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in GTech Fiber's reasonable discretion). The Service does not support and GTech Fiber will not accept 976/900 and such other call types in which charges are placed on an end-users bill and GTech Fiber might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited except with GTech Fiber's written consent.

SERVICE SPEED AND AVAILABILITY

The Broadband Service speeds identified in GTech Fiber's marketing materials and other communications with you reflect Service capability speeds in Service speed tiers. The Service tiers are usually denoted by a name, and by a number that identifies the high-end of that Service tier's speed range -- commonly referred to as "Up to" the noted speed. The high-end of the speed range in a Service tier represents the potential maximum speed capability in that Service tier, but is not a statement or guarantee of the maximum speed you will receive. Some applications such as a short email without attachments or basic Web browsing do not require high speed service capability to function optimally, while other activities such as transferring large data files or streaming video can be performed faster with higher speed services.

Bandwidth is provided on a per-line (not a per-device) basis. The maximum speed you will receive will depend on a multitude of factors, including, among other things: the equipment in use and number of other users/devices on your local network; and the capacity or performance of your computer or device. Furthermore, the speed you receive at a point in time may vary and may be less than your maximum speed, depending on, among other things, the composition of the information or files you are accessing, other traffic on your network, other traffic on your device, traffic on the Internet, the server with which you are communicating, and the networks you and others are using when communicating. GTech Fiber makes no promise or warranty, express or implied, that you will be able to download or upload data at any particular speed. If you are dissatisfied with the speed of Service you are receiving, you must contact GTech Fiber customer service at (573) 759-7146.

FORCE MAJEURE / LIMITATION OF LIABILITY

GTech Fiber shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and/or without its fault or negligence, including, without limitation, acts of God, acts of civil or military authority, governmental laws, rules or regulations, labor disputes, embargoes, epidemics, pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes of party or its affiliates, power blackouts, volcanic actions, other major environmental disturbances, unusually severe weather conditions, such as thunderstorms, snowstorms, ice storms, tornadoes, hurricanes, earthquakes, etc..

Customer expressly understands and agrees that the GTech Fiber Service or Equipment provided by GTech Fiber is not guaranteed to be error free, uninterrupted, secure or always available. Customer expressly understands and agrees that the use of the GTech Fiber Service and any Equipment provided by GTech Fiber is at Customer's sole risk. Customer expressly understands and agrees that any and all GTech Fiber services and products are provided "as is, and as available, without warranties of any kind, either expressed or implied, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose, other than warranties which cannot legally be excluded." Customer expressly understands and agrees that in no event shall GTech Fiber be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages (including lost profits or savings) arising out of or related to this agreement or the installation, use, maintenance, failure, removal or operation of the GTech Fiber Service or Equipment provided by GTech Fiber, whether based on contract, tort, strict liability or otherwise, even if GTech Fiber has been advised of the possibility of such damages.

Subject to the foregoing, Customer expressly understands and agrees that GTech Fiber's maximum liability to Customer under this Agreement or arising out of or related to the GTech Fiber Service will be the lower of the aggregate amount Customer has actually paid to GTech Fiber, or Customer's actual damages, but in no event shall exceed \$500.00. Customer expressly acknowledges and agrees that GTech Fiber has set its pricing for the GTech Fiber Service and entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same form an essential basis of the bargain between the parties.

INTERNET ACCEPTABLE USE POLICY AND APPLICABLE LAWS

The GTech Fiber Internet services provided to the Customer by GTech Fiber may only be used in accordance with all applicable laws, statutes, regulations and rules, and in accordance with the Acceptable Use Policy (AUP), a copy of which is attached hereto within Section II, and incorporated herein by reference and such terms shall be binding on Customer. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trademark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the GTech Fiber Internet services for any illegal or unlawful purpose.

The Customer is solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Customer's use of the GTech Fiber Internet services, (ii) to the use of any networks connected to the GTech Fiber Internet services, and (iii) to the communications means by which the Customer connects their computer, device or other equipment to the GTech Fiber Internet service. Customer is responsible for managing all the activity occurring through the use of the Internet service, including the activity of Customer's users and such user's content. The Customer shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall notify GTech Fiber immediately in the event it becomes aware of or suspects any unlawful copying or distribution of illegal content through the Internet service and the Customer shall use reasonable efforts to halt such unlawful copying and/or distribution. You agree to comply with GTech Fiber's AUP, which GTech Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: <https://mygtechfiber.com/wp-content/uploads/2022/06/Acceptable-Use-Policy.pdf>. Violation of the AUP may result in customer's account being disconnected.

ROBOCALL MITIGATION

GTech strictly prohibits the origination of unlawful robocalls on its network. [REDACTED] will not use the Service to make illegal robocalls.

GTech and Momentum have adopted know-your-customer processes. GTech vets the identity of its subscribers when approving new or renewal applications for service, provisioning network connectivity, and entering into any contract agreements. GTech will confirm the identity of new or renewing business customers by collecting information including a contact person for the business, the physical location of the business, the state and/or country of incorporation, and the federal tax ID. When it installs service, GTech reviews caller ID and call records.

CONTACT INFORMATION

(a) Billing Information, Questions or Concerns. If Customer has questions or concerns or simply would like more information about the costs Customer might incur in using the GTech Fiber Service or with Customer's particular account, please contact us at (573) 759-7146, by email at info@mygtechfiber.com or by visiting www.mygtechfiber.com.

(b) Customer Support and Service. For customer service and support, please contact (573) 759-7146 or info@mygtechfiber.com. Customer Support hours are 8:00AM to 4:30PM Monday through Friday.

(c) Pricing Information. Current rates for GTech Fiber Service may be obtained by calling (573) 759-7146, by emailing info@mygtechfiber.com or by visiting www.mygtechfiber.com.

AFTER HOURS SERVICE

GTech Fiber will make every effort to resolve issues via email or phone after standard business hours. However, individual outages will be handled on the next business day. If customer requires after hours or weekend dispatch of a technician for repair service then customer may be charged an additional service fee.

NO WARRANTY; LIMITATION OF LIABILITY

GTECH FIBER AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GTECH FIBER AND ITS SUPPLIERS DO

NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON GTECH FIBER'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF GTECH FIBER AND ITS SUPPLIERS. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY SERVICES OR EQUIPMENT SOLD BY GTECH FIBER HEREUNDER, AND GTECH FIBER AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES WITH RESPECT THERETO. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL GTECH FIBER AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. GTECH FIBER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE LIMITED TO A MAXIMUM OF A TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO GTECH FIBER IN THE MOST RECENT THREE MONTH PERIOD HEREUNDER. THE PROVISIONS OF THIS SECTION 8 CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED CUSTOMER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION 8 SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS SECTION 8 SURVIVES TERMINATION OF THE AGREEMENT. TO THE EXTENT THAT SUCH TERMS CONFLICT, THE TERMS OF THIS SECTION 8 CONTROL THE TERMS AND CONDITIONS SET FORTH AT www.mygtechfiber.com WITH RESPECT TO THE MATTERS SET FORTH HEREIN.

CPNI

Under federal law, Customer has the right, and GTech Fiber has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with GTech Fiber, Inc. and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify GTech Fiber in writing at 803 Ellen Street, PO Box G, Dixon, MO 65459 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.

NOTICES

All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (i.e. Federal Express), by registered or certified mail, return receipt requested, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

MISCELLANEOUS

The Agreement, including the Terms and Conditions and Acceptable Use Policy and all other schedules applicable to the Services purchased by the Customer, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any schedule (including any Additional Terms), the provisions of these Standard Terms shall take precedence unless otherwise indicated in the signed attached schedule. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. No term or provision herein shall be waived, and no breach or default excused, unless such

waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Missouri.

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SECTION II. Acceptable Use Policy

GTech Fiber, LLC d/b/a GTech Fiber, hereinafter referred to as GTech Fiber, is committed to compliance with laws and regulations governing the use of the Internet and e-mail communications. By using the Service provided under your Service Contract, as GTech Fiber' Customer you agree to comply with this Acceptable Use Policy ("AUP"). GTech Fiber reserves the right to change this AUP at any time. Your use of Service after changes are made to GTech Fiber' AUP constitutes your acceptance of those changes. All references to GTech Fiber in this AUP include its parent organization Gascosage Electric Cooperative.

Summary of AUP - This AUP applies to all Service that directly provide or indirectly include access to the Internet, including hosting services involving hardware or software applications, or those provided via the Internet. GTech Fiber prohibits the use of its Services in any way that is unlawful, harmful to or interferes with the use of GTech Fiber' network or systems, or those of any other provider; that interferes with the use or enjoyment of services received by others; that infringes intellectual property rights; that results in the publication of threatening or offensive material; or that constitutes spam/e-mail abuse, a security risk, or a violation of privacy.

Unlawful Activities - GTech Fiber services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Threatening Material or Content - GTech Fiber services shall not be used to host, post, transmit, re-transmit, create a domain name or operate from a domain name that harasses, or threatens the health or safety of others.

Interaction with Minors - GTech Fiber complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

Child Pornography - GTech Fiber services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to GTech Fiber at the following e-mail address: info@mygtechfiber.com. GTech Fiber will report any reported suspected violation to law enforcement authorities and to the National Center for Missing and Exploited Children, will take steps to remove child pornography from its servers, and will block access to content determined to contain child pornography.

Intellectual Property Rights - GTech Fiber services shall not be used to publish, submit, receive, upload, download, post, use, copy, or otherwise reproduce, transmit, re-transmit, distribute or store any content or material, or to engage in any activity that infringes, misappropriates or otherwise violates, the intellectual property rights or privacy or publicity rights of any person, entity, or group, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, or other intellectual property right known or recognized by statute, regulation, or judicial decision.

Spam and E-mail Abuse - Services shall not be used in violation of the CAN-SPAM Act of 2003, as may be amended, or any other applicable law regulating e-mail services. Examples of spam and/or e-mail abuse include but are not limited to the following activities:

- ▶ sending multiple unsolicited e-mail messages or "mail-bombing" to one or more recipients;
- ▶ sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- ▶ sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- ▶ sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- ▶ sending electronic messages, files or other transmissions that exceed contracted capacity or that create the potential for disruption of the G Tech Fiber network or of the networks with which G Tech Fiber interconnects, by virtue of quantity, size or otherwise;
- ▶ using another site's mail server to relay mail without the express permission of that site's operator;

- ▶ using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- ▶ using IP addresses that the Customer does not have a right to use;
- ▶ maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- ▶ sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Internet or IP services, e.g., through language, frequency, size or otherwise;
- ▶ using distribution lists containing addresses that include those who have opted out;
- ▶ sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- ▶ falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- ▶ using redirect links in unsolicited commercial e-mail to advertise a website or service;
- ▶ posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- ▶ intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- ▶ knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- ▶ using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security - Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of G Tech Fiber' (or any other entity's) server, network, network access, personal computer, control devices, software or data, or other system. Examples of such prohibited system or network security violations include but are not limited to:

- ▶ unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- ▶ hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner;
- ▶ impersonating others or secretly or deceptively obtaining personal information of third parties, i.e., "phishing";
- ▶ using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- ▶ distributing or using tools designed to compromise security (including but not limited to Simple Network Management Protocol tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- ▶ knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or that may be used to engage in modem or system hi-jacking;
- ▶ engaging in the transmission of pirated software;
- ▶ with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- ▶ using manual or automated means to avoid any use limitations placed on the IP Services;
- ▶ providing guidance, information or assistance with respect to causing damage or security breach to the network of any IP Service provider, including G Tech Fiber;

- ▶ failure to take reasonable security precautions to help prevent violations of this AUP.

Customer Responsibilities - Customers are solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. GTech Fiber is not responsible for the content of any material created by customers on GTech Fiber' network, or the content created by any person or entity other than GTech Fiber. GTech Fiber has not obligation to monitor content, and will not do so except upon proper complaint or proper request from law enforcement authorities.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of this AUP, and to help prevent similar future violations.

Resale - In the event Customer resells connectivity to the Internet (a) Customer remains responsible to GTech Fiber for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, sites, communications, and the acts and omissions of such third party, (b) Customer shall indemnify GTech Fiber for any third party claims arising out of the acts and omissions of such third party and (c) Customer and the party(s) to whom Customer resells any portion of the Services enter into written agreement(s) pursuant to which such party(s) agree to be bound by all terms and conditions in GTech Fiber' service contract as applicable to them and their use of GTech Fiber' services and network. Any such resale agreement shall terminate automatically upon expiration or termination of GTech Fiber' service contract. Notwithstanding the foregoing, GTech Fiber is not liable to any third-party resale customer for any claims, losses or damages, (including consequential damages) resulting from that customer's use of GTech Fiber' services.

Other Networks - Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. GTech Fiber is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

AUP Enforcement and Notice - Customer's failure to observe the guidelines set forth in this AUP may result in GTech Fiber taking actions to enforce this AUP. Such actions may range from a warning to a suspension or termination of Customer's Services, as GTech Fiber deems appropriate. When feasible, GTech Fiber may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

GTech Fiber reserves the right to act immediately, without notice to the Customer, to suspend or terminate affected services in response to a court order or government notice that certain conduct must be stopped. GTech Fiber also reserves the right to suspend or terminate services without notice to the customer when GTech Fiber determines that certain conduct may expose GTech Fiber to any type of criminal or civil liability, may cause harm to or interfere with GTech Fiber' services or network, may interfere with another customer's use of the Internet or Services, may violate any applicable law or regulation, or risk harm to GTech Fiber or its customers.

Incident Reporting - Any complaints regarding violation of this AUP by a GTech Fiber Customer should be directed to the email address info@mygtechfiber.com. Where possible, include details that may assist GTech Fiber in investigating such complaint, such as IP address(s), a copy of the offending transmission and any log files.

Copyright complaints - If you believe that your work has been copied and posted, stored or transmitted using any GTech Fiber services in a way that constitutes copyright infringement, please submit a notification to GTech Fiber' Designated Copyright Agent:

Carmen Hartwell, General Manager GTech Fiber, LLC
c/o Gascosage Electric Cooperative 803 South Ellen St.
P.O. Box G
Dixon, MO 65459
Phone: 1-573-759-7146
Fax: 1-573-759-6020
Email: carmen.hartwell@gascosage.coop

Questions regarding this AUP - Customer questions to GTech Fiber regarding this AUP should be directed to:

GTech Fiber, LLC
c/o Gascosage Electric Cooperative 803 South Ellen St.
P.O. Box G
Dixon, MO 65459
Phone: 1-573-759-7146
Fax: 1-573-759-6020
Email: carmen.hartwell@gascosage.coop

CUSTOMER HEREBY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND SECTION I, TERMS AND CONDITIONS AND SECTION II, ACCEPTABLE USE POLICY AND WILL ABIDE BY AND COMPLY WITH ALL THE TERMS AND CONDITIONS SET FORTH THEREIN.

Signature

Address: _____

Print name

Date