

**TERMS AND CONDITIONS OF SERVICE
FOR
HONEST NETWORKS, LLC.
INTERNET ACCESS SERVICES - COMMERCIAL**

Honest provides its commercial Internet access services (the “Services”) on the condition that its customers (“Customers”) comply with the Customer Agreements listed below. These Customer Agreements contain important information regarding Customers’ rights and responsibilities. Except for the Commercial Service Order, (i) Honest may amend the Customer Agreements from time to time in its sole discretion; and (ii) a current copy of all Customer Agreements that Customers may access at any time will be maintained on the Website. All Customers should carefully review the Customer Agreements from time to time.

- **Terms and Conditions of Service** (this document, also referred to herein as this “Agreement”). This document contains the general terms and conditions governing, and information about, the Services and Customer’s use of the Services, including Honest’s policies relating to such matters as billing and customer service.
- **Commercial Service Order(s)**. This document, which may be in paper or electronic acceptance form, identifies the specific Services purchased, pricing, and any other unique terms and conditions applicable to the Services purchased. If Customer did not retain a copy of its Commercial Service Order (“Service Order”), then Customer may obtain the terms of its Services Order by contacting Honest during normal business hours.
- **Acceptable Use Policy**. This document governs Customers’ permitted and prohibited uses of the Services.
- **Privacy Policy**. This document explains the information and data that Honest collects from or about its Customers, and how Honest stores and uses such information.

By signing (or otherwise accepting, including by electronic acceptance) the Services Order or by using the Services, Customer accepts the above Customer Agreements.

This document contains a “binding arbitration clause,” WHICH STATES THAT CUSTOMER AND HONEST AGREE TO RESOLVE DISPUTES THROUGH ARBITRATION. THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

Capitalized terms used in this Agreement have specific meanings that are contained in Section 15 below.

1. Customer’s Financial Responsibilities

(a) Customer must pay for the Services in accordance with Honest’s then-current billing practices, along with any installation charges and other applicable fees, taxes and surcharges. If Customer has any questions about Honest’s prices, fees or billing, Customer may contact Honest during Honest’s normal business hours.

(b) Honest invoices for any one-time installation charges specified on the Service Order for construction and/or equipment upon acceptance of the Service Order. Honest charges for Services monthly, in advance. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay service charges for any Service that is otherwise available for Customer’s use. If Customer fails to pay in full the invoiced amount by the due date on the applicable billing statement, Honest may require that Customer pay the following additional amounts:

- a monthly administrative late fee of \$1.5% per month on past due amounts until the account balance becomes current, or a lower interest rate if required under applicable law; plus
- amounts spent (including reasonable attorney's fees) to collect the money due.

Customer agrees that such fees are reasonable in light of Honest's costs to collect past due amounts.

(c) If Honest suspends Customer's access to the Services for failure to pay amounts owed or for violation of the Customer Agreements, then Honest may require that Customer pay a fee for restoring the Services.

(d) Honest may, but is not required to, verify Customer's credit standing, including through credit reporting agencies.

(e) Honest may require a deposit or other guaranteed form of payment (for example, a credit card or bank account debit authorization) from Customer. If Customer owes money on any Honest account, Customer authorizes Honest to deduct such amounts from any existing credit Honest has on file or any security deposit Customer provides or, if applicable, charge such fees to the bank or credit card account that Customer has authorized Honest to use.

(f) Customer authorizes Honest to accept (and charge Customer for) any orders or requests made through Customer's Services account or from Customer's location.

(g) Honest is not required to notify Customer of offers it makes available to others, or to lower Customer's rates to equal those contained in such offers.

(h) Customer must bring any billing errors to Honest's attention within 30 days of the applicable invoice date or Customer waives the right to a refund or credit from Honest.

(i) Because tax and regulatory rules are subject to interpretation and change, Honest has complete discretion in deciding what fees, taxes and surcharges to collect from Customers. Customer waives a refund of any fees that Honest collects and pays to any governmental authority or agency.

(j) Customer cannot settle amounts owing by writing "paid in full", "accord and satisfaction", or any other similar reference on or via Customer's payment method.

(k) If Customer provides a credit or debit card for billing or deposit purposes and the issuer gives Customer a new card on the account with a different expiration date, Customer authorizes Honest to update its records to reflect the new expiration date and to continue to use the account as before.

(l) If Honest responds to a service call and reasonably believes that the problem is a result of Customer Owned Equipment or a third party's equipment, software, or services, then Honest may invoice Customer at Honest's then-current rates.

2. Customer's Responsibilities

(a) Honest requires reasonable access to each service location where Customer requests Services (each a "Service Location") as necessary for Honest to install, configure, maintain, inspect, upgrade, replace or remove Equipment and Honest-provided Customer Owned Equipment and to make sure that the Services are properly operating. The Services may not work with Customer Owned Equipment. If Customer owns or controls the Service Location(s), Customer hereby grants Honest permission to enter the Service Location(s) for Honest perform under the Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Honest' reasonable assistance, appropriate right of access. If such right of access is not obtained by either party, then Honest may decline Customer's request for Services with respect to the Service Location that Honest cannot access, without any liability to Customer.

(b) All Equipment (except Equipment purchased by Customer from Honest) belongs to Honest or third parties and will not be deemed fixtures or in any way affixed to or a part of Customer's premises. Honest retains ownership of the Equipment (except Equipment purchased by Customer from Honest) at all times unless specified otherwise in a Service Order.

(c) After the installation or removal of Equipment and Customer Owned Equipment on Customer's premises, Customer is responsible for any repairs or cosmetic corrections. Honest has an obligation to make such repairs only if Honest's work has damaged Customer's property.

(d) Honest may make changes to Equipment and Software through downloads via its network or otherwise. Any Customer Owned Equipment that is attached to the Equipment may be affected by Honest or manufacturer software downloads, which may change Customer Owned Equipment features and functionality. Honest has no responsibility for the operation, configuration, support, maintenance or repair of any Customer Owned Equipment, including, Customer Owned Equipment to which Honest or a third party has sent software or downloads.

(e) Customer shall not move Equipment to any location other than a Service Location specified on a Service Order, even if Customer has moved to a new location and continues to pay Honest for the Services. Customer shall not remove or alter logos or other identifying information (for example, serial numbers) on the Equipment.

(f) Customer shall return the Equipment (except Equipment purchased by Customer from Honest) to Honest in good condition when the Services are terminated and, if Customer fails to do so, Customer hereby authorizes Honest to retrieve the Equipment from Customer's premises, during reasonable hours, at Customer's expense. Customer is responsible for all applicable fees until Honest receives the Equipment. If Honest does not receive the Equipment within a reasonable amount of time after the Services are terminated, Honest is entitled to assume that the Equipment has been lost or will not be returned.

(g) If the Equipment is lost, stolen, damaged, tampered with, or otherwise not returned to Honest, then Customer shall reimburse Honest (as "liquidated damages") even if Customer is not at fault. The liquidated damages amount for the Equipment is either stated on the Service Order or available from Honest during normal business hours. Customer acknowledges and agrees that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Equipment or the losses Honest could incur if a third party improperly gained access to the Services using Equipment provided to Customer.

(h) Honest retains ownership to the Equipment (except Equipment purchased by Customer from Honest) at all times, including Equipment that is lost, stolen, damaged or unreturned, regardless of whether Customer has reimbursed Honest. If Customer recovers previously lost or stolen Equipment for which Customer reimbursed Honest during the prior 6 months, then Customer may return such Equipment to Honest and receive a full refund of the money paid for such returned Equipment that is fully functional and not cosmetically damaged (provided that serial numbers match).

3. Permissible Use of Services and Equipment

(a) The Services and the way that Honest delivers them will change from time to time for various reasons, including changes in law, available technologies, and Honest's efforts to improve them. These changes may impact the Services and/or require that Customer upgrade or replace the Customer Owned Equipment or its configuration, and/or lease new or additional Equipment from Honest, to continue to obtain the full benefit of the Services.

(b) The Services are for Customer's internal business use only in accordance with applicable laws and Honest's Acceptable Use Policy. Customer shall not provide the Services to any person who is not an authorized end user, regardless of whether for a fee. Customer shall not resell or permit anyone else to resell the Services, in whole or in part, or use or permit anyone else to use the Equipment, Software or

Services, directly or indirectly, for any unlawful purpose, including in violation of any policy Honest posts applicable to the Services. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall take reasonable precautions to prevent others from gaining unauthorized access to the Services, Service Location, and Honest Equipment. Customer shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Honest of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Honest has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Owned Equipment or applications used by Customer, end users, or any third party who accesses the Customer Owned Equipment and the Honest network, including without limitation authentication or other security access procedures. Honest may suspend any affected Services if Honest discovers or becomes aware of any breach or compromise of the security of any Customer Owned Equipment, Service, Service Location, Honest Equipment, or connection to the Honest network. Honest has the right to audit Customer's use of the Services remotely or otherwise to ensure compliance with this Agreement.

(c) Any person who knowingly accesses the Services without authorization, or that damages or alters the Equipment (or uses third party equipment) in order to obtain Services that have not been paid for by such person, is in breach of this Agreement and possibly subject to statutory damages, fines and/or imprisonment. Honest retains the right to enforce all rights and remedies available to it with respect to theft of or tampering with its Services.

(d) Honest has the right to conduct maintenance from time to time that may interrupt the Services. Honest will use commercially reasonable efforts to provide prior notice of any Service interruptions when reasonably practicable.

(e) Only Honest may service the Equipment. Customer shall not, and Customer shall not permit any other person to, open, disassemble or modify the Equipment.

(f) Honest may provide Software as part of assistance with or use of the Services. All Software provided by Honest is licensed to Customer for the sole and limited purpose of using the Services specifically as permitted by the Customer Agreements. The Software and any other intellectual property provided by Honest always belongs to Honest and its licensors and providers, and Customer obtains no ownership right whatsoever in them or any right to license them to others.

(g) The Software is for Customer's internal business use only. Customer shall not provide access to the Software to any person who is not an authorized end user, regardless of whether for a fee. Customer may not examine or manipulate the Software code. Customer's right to use the Software automatically terminates immediately without notice from Honest if Customer fails to comply with the Customer Agreements.

(h) In some cases, Customer may be required to agree to supplemental license terms or end user license agreements as a condition of using certain Software that is provided as part of or to help Customer use the Services. If Customer refuses to agree to these terms or agreements, then Customer is prohibited from using such Software.

(i) Honest (or its licensors) may modify the Software from time to time but are not obligated to do so. These modifications may be made remotely through Software downloads to the Equipment or the Customer Owned Equipment. If Honest notifies Customer that a Software modification is available, Customer should promptly obtain the modified Software. Failure to do so may cause the Software to malfunction and affect Customer's use of Equipment and the Services (including possible loss or unavailability of features and functionality).

(j) All Services information, documents, and materials on the Website are or may be protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites,

corporate names, service marks, trademarks, trade names, logos, and domain names (collectively, “Marks”) of Honest and its affiliates are and shall remain Honest’s (or such affiliate’s) exclusive property. Nothing in this Agreement gives Customer the right or license to use any of the Marks.

(k) Honest is not responsible for any information provided by Customer to third parties, including credit/debit card or banking information, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. Customer assumes all privacy, security, and other risks associated with providing any information, including customer proprietary network information (“CPNI”) or personally identifiable information (“PII”), to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, Customer should refer to the privacy policies, if any, provided by those third parties.

4. Use and Management of Services; Indemnification

(a) Honest may manage its network to make the Services operate efficiently. See the Network Management Disclosure at www.honest.net/network-disclosure.

(b) If Customer sends or posts materials through the Service, Customer is responsible for the material and confirms that Customer has all necessary rights to do so. Customer grants Honest, with no obligation to pay Customer, all rights that Honest needs to complete such transmissions or postings. If Honest determines, in its sole discretion, that the transmission or posting violates the Customer Agreements, then Honest may, but is not obligated to, delete the materials, block access to them and/or cancel Customer’s account. Specific terms and conditions may apply to Customer’s use of any content or material made available through the Services. Customer should read those terms and conditions to learn how they apply regarding use of any non-Honest content. Any materials posted or transmitted using the Services may be copied, republished or distributed by third parties, and Customer agrees to indemnify and hold harmless Honest, its agents, suppliers, affiliates, employees, licensors, contractors, distributors and business partners (collectively, “Indemnified Parties” and individually an “Indemnified Party”) from any liability or harm resulting from these actions.

(c) IF ANOTHER PERSON OR ENTITY SUES HONEST OR ANY INDEMNIFIED PARTY BASED ON OR ARISING OUT OF: (i) CUSTOMER’S USE OF THE SERVICES, EQUIPMENT OR SOFTWARE (FOR EXAMPLE, CLAIMING THEFT OR COPYRIGHT VIOLATION BASED ON SOMETHING POSTED ON-LINE USING THE SERVICE), OR BASED ON OR RELATING TO CUSTOMER’S BREACH OF ANY CUSTOMER AGREEMENT(S), (ii) BODILY INJURY, DEATH OR ANY PERSON OR DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY RESULTING FROM CUSTOMER’S OR ITS AGENTS ACTS OR OMISSIONS, (iii) CUSTOMER’S FAILURE TO COMPLY WITH ANY APPLICABLE LAW OR REGULATIONS, THEN CUSTOMER SHALL INDEMNIFY HONEST AND THE INDEMNIFIED PARTY(IES), IF APPLICABLE, FOR ANY LOSSES OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS’ FEES, INCURRED BY HONEST OR SUCH INDEMNIFIED PARTIES.

5. Service Installation and Delivery

(a) If Honest determines that additional work is required to enable Honest to deliver the Services to the Service Location, Honest will notify Customer of any additional installation charges in excess of the amounts previously specified in a quote or work order. Customer is responsible for necessary preparations at the Service Location(s). In addition, Customer shall provide Honest with any necessary space and power, at no charge, as reasonably necessary for the installation and operation of Honest Equipment at the Service Location(s).

(b) Honest will schedule one or more installation visits with Customer. At the Customer’s request, Honest may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Honest’ actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer’s authorized representative must be present during installation. Honest shall use commercially reasonable efforts to make the Services available by the estimated service start date. Honest shall not be

liable for any damages resulting from delays in meeting the estimated service start date due to delays resulting from normal installation procedures or events beyond Honest' control. Customer shall bear any additional costs incurred by Honest arising from any hazardous or dangerous conditions at the Service Location. In addition, if Honest's installation of the Service is delayed as a result of Customer's actions or inactions or if Customer is otherwise refusing or not ready to receive Services within ten (10) business days from the expected installation date. If Customer does not permit Honest to complete installation within ten (10) business days, Honest will begin invoicing Customer for the monthly recurring service charges.

6. Customer Support and Credits for Service Problems

(a) Honest shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Honest and Customer. Customer is responsible for all communications and support for its end users. Honest will attempt to correct Service problems caused by the Equipment or Software but is not required to install, service or replace Customer Owned Equipment. Depending on the circumstances, Honest may charge Customer for service calls. For more information, please contact Honest during normal business hours.

(b) Except as may be set forth in a Service Order, Honest has no liability for Service interruptions except that, if Customer loses all Service for more than 24 consecutive hours and the cause of the outage was within Honest's reasonable control, Honest will provide Customer with a credit for the period of outage if Customer requests one. Customer must make all credit requests within 30 days of the applicable invoice date covering the period during which the outage or service issue occurred. In addition, Honest may provide other Service credits in its sole discretion on a case-by-case basis. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES. Honest reserves the right to provide all credits payable to Customer directly to a Manager to the extent that such Manager pays for the applicable Services on Customer's behalf.

(c) Honest has no obligation to credit or otherwise compensate Customer for service problems that are beyond Honest's reasonable control, such as those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, fiber cuts, computer viruses or strikes.

(d) Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case in Customer's area, Honest will comply with such applicable laws.

7. Changes to Customer Agreements

(a) Honest may change the Customer Agreements by amending the on-line version of the relevant document. Unless Customer has entered into a Service Order that ensures a fixed price for a period of time, Honest also may change the prices for Services or the manner in which Honest charges for them at any time and from time to time.

(b) If Customer continues to use the Services following any change to the Customer Agreements, prices or other policies, Customer will be deemed to have accepted the changes and the most-recent version of the Agreement govern Customer's relationship with Honest. If Customer does not agree to the changes, then Customer shall discontinue use the Services and contact Honest to cancel the Services.

8. Enforcement of Customer Agreements

(a) If Honest determines, in its sole discretion, that Customer has violated any Customer Agreement, then Honest may terminate any or all of Customer's Services (including the right to use any Equipment or Software) if Customer fails to correct each such violation within thirty (30) days of receipt of notice from Honest describing the violation in reasonable detail.

(b) Honest also has the right, without prior notice, and in addition to any other rights of Honest expressly set forth in this Agreement and any other remedies it may have under applicable law to suspend Services immediately: (i) if Customer fails to comply with any applicable laws or regulations or the Customer Agreements, (ii) if Customer or its end users' use of the Service is determined by Honest, in its sole discretion, to interfere with Honest's ability to provide its services to other customers or results in a material degradation of the Honest network; (iii) Customer's or its end users' use of the Services interferes with or endangers the health and/or health or safety of Honest personnel or third parties; or (iv) Customer or its end users threaten, harass, or use vulgar or inappropriate language toward Honest personnel. Any suspension shall not affect Customer's on-going obligation to pay Honest any amounts due under this Agreement.

(c) Honest does not waive any rights under the Customer Agreements just because Honest has not previously enforced such rights. To be legally binding on Honest, any waiver Honest grants must be in writing. If Honest waives a violation of any Customer Agreement, it does not mean that Honest is waiving other rights, including for similar, earlier or later violations.

9. LIMITATIONS ON SERVICES AND LIABILITY

(a) THE SERVICES (WHICH, FOR PURPOSES OF THIS SECTION, ALSO REFERS TO EQUIPMENT AND SOFTWARE) ARE NOT GUARANTEED TO WORK, TO BE ERROR-FREE OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY NON-HONEST SERVICES, EQUIPMENT OR SOFTWARE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER HONEST NOR ITS LICENSORS, AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, OR BUSINESS PARTNERS (OR MANAGERS) MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES (SUCH AS THOSE OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING OR PERFORMANCE, SYSTEM INTEGRATION, DATA ACCURACY, AND NON-INFRINGEMENT). IF THE LAW WHERE CUSTOMER IS RECEIVING THE SERVICES PROHIBITS HONEST FROM EXCLUDING ANY PARTICULAR WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED TO THE EXTENT REQUIRED TO COMPLY WITH SUCH LAW.

(b) EXCEPT FOR THE SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 6, NEITHER HONEST NOR ITS LICENSORS, AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, OR BUSINESS PARTNERS (OR MANAGERS) WILL BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THE CUSTOMER AGREEMENTS OR CUSTOMER'S RELATIONSHIP WITH HONEST, REGARDLESS OF THE BASIS OF ANY CLAIM. FOR EXAMPLE, HONEST IS NOT LIABLE TO CUSTOMER OR THIRD PARTIES (INCLUDING MANAGERS) FOR LOSSES OR DAMAGES THAT RESULT FROM CUSTOMER'S USE OR INABILITY TO USE THE SERVICES. NEITHER PARTY, NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS (OR THIRD PARTIES, INCLUDING MANAGERS) SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING TORT OR CONTRACT) HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF EARNING, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (I) CUSTOMER'S RELIANCE ON OR USE OF THE SERVICES; OR (II) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICES, EQUIPMENT OR CUSTOMER OWNED EQUIPMENT (INCLUDING ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, SECURITY BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, FAILURE OF PERFORMANCE OF THE SERVICES OR CUSTOMER OWNED EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, OR LOSS OF E-EMAIL, INFORMATION OR DATA). IN NO EVENT WILL HONEST BE LIABLE FOR DAMAGES UNDER THE CUSTOMER

AGREEMENTS, OR REQUIRED TO CREDIT CUSTOMER, AN AMOUNT IN EXCESS OF CUSTOMER'S SERVICE FEES FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. HONEST SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY MONITORING SERVICE PROVIDER.

(c) THE SERVICES AND CUSTOMER'S COMMUNICATIONS USING THEM MAY NOT BE SECURE. CUSTOMER IS RESPONSIBLE FOR SECURING ITS COMMUNICATIONS AND DATA. HONEST WILL NOT BE RESPONSIBLE IF A THIRD PARTY (INCLUDING MANAGERS) GAINS ACCESS TO CUSTOMER'S SERVICES, CUSTOMER OWNED EQUIPMENT OR DATA.

(d) THE SERVICES MAY RESULT IN DAMAGE OR LOSS TO CUSTOMER'S OWN SERVICES, CUSTOMER OWNED EQUIPMENT, SOFTWARE AND DATA. HONEST IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. FOR EXAMPLE, HONEST MAY, AT THE REQUEST OF THE MANUFACTURER OF ANY THIRD-PARTY DEVICE THAT CUSTOMER HAS CONNECTED (OR AUTHORIZED HONEST TO CONNECT) TO HONEST'S NETWORK, DOWNLOAD SOFTWARE TO SUCH DEVICE, WHICH MAY CHANGE ITS FEATURES AND FUNCTIONALITY. HONEST IS NOT RESPONSIBLE FOR THESE DOWNLOADS OR ANY RESULTING LOSSES OR DAMAGES.

(e) CUSTOMER MUST COMMENCE ANY LEGAL ACTION AGAINST HONEST WITHIN ONE YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR CUSTOMER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. AS PROVIDED IN SECTION 1(h), CUSTOMER MUST NOTIFY HONEST OF ANY BILLING DISPUTE WITHIN 30 DAYS OF THE APPLICABLE INVOICE DATE OR CUSTOMER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS.

10. Customer Privacy Rights and Obligations

Customer's privacy interests, including the ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. Customer grants Honest permission to collect, store, use and/or disclose Customer's personal information as described in Honest's Privacy Policy.

11. Customer Consent to Phone and Email Contact

(a) Customer hereby consents that Honest may call any number provided to Honest for any purpose, including marketing the Services, even if such numbers are included on state or federal "do not call" lists. If Customer requests that its number be removed from Honest's call list (by requesting it be placed on Honest's "do not call" list by contacting Honest during normal business hours), then Honest will not use such number for marketing purposes.

(b) Customer hereby consents that Honest may email or text Customer using any address provided to Honest (or that is issued to Customer) for any purpose, including marketing of the Services. Customer is responsible for any related charges (for example, charges for incoming text messages on a wireless device). If Customer requests that its email address be removed from Honest's list (by requesting it be placed on Honest's "do not email" list by contacting Honest during normal business hours), then Honest will not use such number for marketing purposes.

(c) Customer consents that Honest may use automated dialing systems or artificial or recorded voices to call Customer.

12. Customer Consent to Use Electronic Notices and Communications

(a) Customer hereby consents that Honest may provide notices using any method Honest determines appropriate, including by electronic means (for example, email or online posting).

(b) Honest may ask Customer to provide consents or authorizations, including by electronic means, and Honest is entitled to assume that any such consent or authorization received from Customer through the Services or from Customer's location has been authorized by Customer.

13. Limit on the Time Customer Has to Bring a Legal Action

Customer waives the right to commence any proceeding against Honest if the relevant events occurred more than one year before Customer notifies Honest of such events. If this waiver is not enforceable under applicable law, then the normal statute of limitations will apply.

14. Agreement to Resolve Disputes Through Binding Arbitration

(a) Honest's goal is to resolve Disputes fairly and quickly. However, if Honest cannot resolve a Dispute with Customer, then, except as described elsewhere in this Section, Honest and Customer shall submit the Dispute to the American Arbitration Association for binding resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. The arbitration shall be conducted by a single arbitrator and held in New York City or such other location as Customer and Honest may agree, and the laws of the State of New York shall apply. Each party shall be responsible for its own costs associated with the arbitration.

(b) Customer may bring claims only on Customer's own behalf, and not on behalf of any official or other person, or any class of people. Customer only may submit claims for money damages to arbitration; all claims for injunctive, equitable or similar relief must be brought in a court with competent jurisdiction and appropriate venue. The arbitrator only shall have the power to award direct monetary damages, and not consequential, punitive, exemplary or indirect damages. Customer may not combine a claim that is subject to arbitration under any Customer Agreement with a claim that is not eligible for arbitration under any Customer Agreement. The arbitrator will decide whether a dispute can be arbitrated.

(c) The arbitration shall be conducted and completed as expeditiously as possible, but in no event longer than six months, and the arbitrator will issue an award decision in writing but will not provide an explanation for the award unless requested by a party. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 90 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

(d) If the prohibition against class action and other claims brought on behalf of third parties contained in this Section is found to be unenforceable, then all of this Section automatically will be void. This Section regarding arbitration will survive the termination of the Services.

(e) REGARDLESS OF WHETHER IN COURT OR IN ARBITRATION, CUSTOMER AND HONEST AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

15. Definitions

(a) "Customer Owned Equipment" means (i) the microduct, internal telecommunications wiring (such as coaxial cable, category of performance wiring [such as Cat5, 5e, 6, etc.], Ethernet wiring, cross-connects, etc.), and network access panels/enclosures/boxes located within Customer's premises; and (ii) any devices, equipment and other items that Customer acquires from a party other than Honest that may be used in connection with the Services (for example, Customer's local area network (LAN)).

(b) "Dispute" means any dispute, claim, or controversy between Honest and Customer regarding any aspect of the Services, Equipment, Software or the parties' relationship, including those based on events that occurred prior to the date of any Customer Agreement.

- (c) "Equipment" means the hardware, software, equipment and other facilities provided by Honest that are located on Customer's private property that are utilized in connection with providing Services, but excluding Customer Owned Equipment.
- (d) "Honest" means Honest Networks, LLC. and its subsidiaries and affiliates.
- (e) "including" or "include(s)" means inclusion without limitation.
- (f) "Section" means an entire section of this Agreement (for example, all of Section 6), including all sub-sections thereto (such as 6(a), 6(b), etc.).
- (g) "Software" means any software that Honest or its licensors provide or make available to Customer in connection with the Services.
- (h) "Website" means Honest's website located at www.honest.net.

16. Term of Agreement; Termination of Services

- (a) This Agreement shall remain in effect for so long as Honest provides any Services to Customer (the "Term"). The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Honest or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
- (b) If Honest determines, in its reasonable discretion, that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Honest may terminate the Services without liability, by giving Customer thirty (30) days' prior notice or any such notice as may be required by applicable law or regulation.
- (c) Unless the Services are subject to a minimum term agreement pursuant to a Service Order, Customer may terminate this Agreement for any reason at any time by providing Honest with at least 3 business days' prior notice in one of the following ways: (i) mailing a written notice to Honest's main office as listed on the Website; (ii) sending an electronic notice to the email address specified on the Website; or (iii) calling Honest during normal business hours. Prior to effecting such termination, or any other change to Customer's account, Honest may verify Customer's authority and confirm Customer's election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Services will accrue until the Customer Agreements have terminated, the Services have been disconnected, and all Equipment has been returned. Notwithstanding any other term or provision in this Agreement, if Customer terminates a Service Order without cause or if Honest terminates the Service Order for cause, Customer shall pay an early termination fee equal to 100% of the monthly recurring charges for the Service multiplied by the number of months remaining in the Order Term, plus any waived installation charges (the "Termination Fee"), within thirty (30) days after the effective date of termination. The Termination Fee is a reasonable estimate of damages incurred by Honest as a result of Customer's early termination of the affected Service Order.
- (d) Upon termination of this Agreement, Customer shall (i) immediately cease all use of the Services, Equipment and Software; (ii) pay Honest in full for Services provided up to the date that the Customer Agreements have been terminated and the Services have been disconnected, including any early termination fees required by the Service Order; and (iii) if requested, provide Honest with reasonable opportunity to schedule a visit to Customer's location to disconnect the Services and recover the Equipment. The Equipment must be returned to Honest in working order, normal wear and tear excepted, or Customer will be charged up to the retail price for a new replacement for such Equipment. Customer may also be charged incidental costs that Honest incurs in replacing the Equipment.

(e) Customer cannot terminate Services by writing "canceled" or any other similar message on its invoice, check or any other payment method accepted by Honest.

(f) The provisions of this Agreement relating to Customer's obligation to pay for Services (Section 1), indemnification (Sections 4(b) and (c)), Honest's obligation to provide Service credits (Section 6), limitations on liability and warranty disclaimers (Section 9), and resolution of disputes (Section 14) shall survive the termination of this Agreement.

(g) Nothing contained in this Agreement shall be construed to limit Honest's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Honest and its agents reserve the right to delete all of Customer's data, files, electronic messages or other information that is stored on Honest's or its suppliers' servers or systems. In addition, Customer may forfeit Customer's account user name and all e-mail, IP and Web space addresses. Honest shall have no liability whatsoever as the result of the loss of any such data.

17. The Rights of Third Parties

(a) Except with Honest's prior written consent, Customer shall not transfer or assign to any other person the Services, Equipment, or Software or Customer's obligation to comply with the Customer Agreements.

(b) Honest may use contractors to assist it in providing the Services. With Honest's authorization, these contractors are intended to, and do, have the same rights that Honest has under the Customer Agreements.

(c) Other than contractors referenced in this Section, the Customer Agreements are not intended to benefit anyone other than Honest and Customer.

18. Conflicts between Applicable Law and the Customer Agreements

(a) The Customer Agreements are subject to applicable legal requirements, including possibly such laws that apply where Customer receives the Services. If such a requirement conflicts with the Customer Agreements with respect to the Services provided to Customer, the legal requirement will take priority over the part of the Customer Agreements with which it conflicts, but only to the extent of such conflict.

(b) If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement shall remain in full force and effect. The invalid or unenforceable portion should be interpreted as closely as possible (consistent with applicable law) so as to reflect the intent of the original. The only exception to this is that described in Section 14 regarding Arbitration.

19. Conflicts between Customer Agreements

(a) The Customer Agreements constitute the entire agreement between Honest and Customer. Customer is not entitled to rely on any agreements or undertakings made by Honest's personnel other than those contained in the Customer Agreements.

(b) If Honest has provided Customer with a non-English translation of any Customer Agreement, the English language version of that Customer Agreement will govern the relationship between Honest and Customer and will control in the event of a conflict. Any translations are provided as a convenience only.

(c) In the event of a conflict between the terms of this Agreement, the Acceptable Use Policy, the Privacy Policy, and a Service Order, the following documents shall control in the following order of precedence: (i) the Privacy Policy; (ii) the Acceptable Use Policy; (iii) a Service Order; and (iv) the terms of this Agreement.

20. Proprietary Rights and Confidentiality

(a) All materials including, but not limited to, any Honest Equipment (including related firmware), software, data and information provided by Honest, any identifiers or passwords used to access the Service or otherwise provided by Honest, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Honest to provide the Service (collectively "Honest Materials") shall remain the sole and exclusive property of Honest or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Honest Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Honest Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Honest Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Honest Materials not expressly granted to Customer herein are reserved to Honest or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Honest Equipment or Honest Materials as and where installed by Honest, and shall not remove any markings or labels from the Honest Equipment or Honest Materials indicating Honest (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Honest Materials and any other information and materials provided by Honest in connection with this Services Agreement, including but not limited to the contents of this Services Agreement. Customer may not issue a press release, public announcement or other public statements regarding the Services Agreement without Honest' prior consent.