



## CVFIBER SERVICE AGREEMENT

How to Contact Us:

Any questions you may have about your CVFiber services may be referred to us at the contact information provided below:

Address: 29 Main Street., Ste. 4, Montpelier, VT 05602

[802-583-4628](tel:802-583-4628)

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**1. SCOPE**

CVFiber will provide Services you (“you,” “your,” “Subscriber” or “Customer”) on the terms and conditions set forth in this Agreement (the “Agreement”) by CVFiber or our operator, Waitsfield Champlain Valley Telecom (WCVT) broadband or phone services in your area (“CVFiber,” “we,” “us,” or “our”) and in any applicable Tariff(s) on file with the FCC, state public utility commission(s) or other comparable state agency. Services may include but are not limited to CVFiber Internet service (“Broadband”), voice service that may that operate over a broadband connection or other local facility, and Apps and other Software we may provide (each a “Service” and collectively, “Services”). CVFiber refers to CVFiber, its partners, affiliates, suppliers, agents.

CVFiber provides service to Customer conditioned upon Customer’s acceptance, in its entirety, of the terms and conditions contained herein. CVFiber may, at its sole discretion, change, modify, add and/or remove portions of the Agreement, and the service provided hereunder, at any time.

Please read this Agreement in its entirety as it governs the rights and responsibilities between you and CVFiber. Your use of Services provided by CVFiber requires you to accept the terms of service outlined in this Agreement. You will have accepted this Agreement and agreed to be bound by its terms if you use the Services or otherwise indicate your affirmative acceptance of such Services.

This Agreement may be updated or changed from time to time. If CVFiber makes a change to this Agreement and the change has a material impact on the Services, you will be provided notice of that change. Unless this Agreement or applicable law specifies otherwise, we will give you no less than thirty (30) days’ prior notice of any significant change to this Agreement. If we do give you notice it may be provided on your monthly bill, as a bill insert, in a newspaper, via email, or other communication permitted under applicable law. If you find the change unacceptable, you have the right to cancel your Service(s) however if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, we will consider that you have accepted the changes. The most current version of this Agreement is available on CVFiber’s website, [www.cvfiber.net](http://www.cvfiber.net).

CVFiber reserves the right to change CVFiber-provided equipment and to rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of availability, and customer equipment requirements at any time with or without notice.

Responsible Parties: Every account must have one or more responsible parties assigned to place orders and make changes to the account. No addition, termination or changes will be made to the account without the direct consent of the responsible party. All applicants for service must be 18 years of age or older. Anyone under 18 must have a parent or legal guardian sign the application. CVFiber reserves the right to require proof of identity before providing service. Service pricing excludes required taxes and surcharges which are assessed to the applicable portion of the Customer’s bill. Installation fees, any supplemental “drop” fees, activation fees, supplemental service and reconnection fees are additional.

**2. CHARGES AND BILLING**

#### A. MONTHLY SERVICE CHARGES, FEES, AND TAXES THAT YOU MUST PAY

You agree to pay all charges associated with the Services as modified from time to time in accordance with the terms of the Agreement. Customer will be required to pay for service for each month of the current term, including, but not limited to, installation charges (including reconnect, premise visit, and construction fees that may apply), monthly service charges, CVFiber Equipment (as defined below) charges, service call charges, applicable federal, state, and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services.

You agree to pay any regulatory recovery fees which CVFiber invoices you for state and federal government fees or assessments imposed on CVFiber, or any programs in which CVFiber participates, including, but not limited to, public, educational and governmental access, universal service, and rights-of-way access. You will be responsible for paying any government-imposed fees and taxes that become applicable retroactively. We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

#### B. HOW WE WILL BILL YOU

Unless you have signed a separate term agreement, services are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. In addition, you may be required to pay, on or before the day we install any or all of the services, the first month's service charges, CVFiber equipment charges, any deposits, and any installation charges. You may be billed for some Services individually after they have been provided to you.

Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring charges for any nonrecurring services you have received. If you make partial payment of any bill, we will apply that payment to the outstanding charges in the amounts and proportions that we determine, pursuant to the law. However, we do not waive our rights to collect the full balance owed to us by accepting partial payment.

#### C. THIRD-PARTY CHARGES THAT ARE YOUR RESPONSIBILITY

You acknowledge that you may incur charges with third-party service providers that are separate and apart from the amounts charged by us. These may include charges resulting from accessing on-line services, purchasing or subscribing to other offerings via the Internet or Interactive options, or otherwise. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of payment and other personal information provided to others in connection with such transactions.

#### D. ALTERNATIVE BILLING ARRANGEMENTS

In certain cases, CVFiber may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other

arrangement between you and the third party. We shall not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

#### E. PAYMENT BY CREDIT CARD OR CHECK

Customer hereby authorizes CVFiber to charge Customer's debit or credit card, invoice customer, or use other billing option in accordance with CVFiber's then-current billing policies, for all such fees, charges and taxes. Customer agrees to pay for CVFiber service through the end of the term or in accordance with CVFiber's then-current billing policies. If you use a credit card to pay for Services, that use is governed by the card issuer agreement for that card you must refer to that agreement for your rights and liabilities as a cardholder. If CVFiber does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize CVFiber to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by CVFiber and that any such notations shall have no legal effect.

CVFiber will charge you a fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

#### F. LATE PAYMENTS / FAILURE TO PAY

Administrative charges may be assessed and/or the service may be disconnected for a late payment as set forth herein. If the service is disconnected, Customer may be required to pay the then-current reconnect fee in addition to all past due charges before the service is reconnected.

#### G. BILLING DISPUTES

Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact CVFiber within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

##### 1. OUR REMEDIES IF YOU PAY LATE OR FAIL TO PAY

Late or Non-Payments. An invoice is considered delinquent if you fail to pay within twenty-three (23) days of the bill date ("Payment Due Date"). You may be billed fees, charges and assessments related to late payments or non-payments if for any reason (i) CVFiber does not receive from you any required payment for the Services by the Payment Due Date or (ii) you pay less than the full amount due for the Services. All balances not paid by the Payment Due Date are subject to the lesser of a 1.5% monthly service charge or the maximum allowed by law.

##### 2. FEES NOT CONSIDERED INTEREST OR PENALTIES

CVFiber does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges or penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-

payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

### 3. COLLECTION COSTS

If we are required to use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection that we may choose to assess to you. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

### 4. SUSPENSION/DISCONNECT

If you fail to pay the full amount due, CVFiber, at its sole discretion and in accordance with applicable laws, may suspend or disconnect any or all the Services you receive.

### 5. RECONNECTION FEES AND RELATED CHARGES

Should you wish to resume a Service after any suspension, we may require you to pay a reconnection fee. Should you wish to reinstate any or all Services after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law.

### H. OUR RIGHT TO MAKE CREDIT INQUIRIES

You authorize us to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose it to appropriate third parties for reasonable business purposes.

Unless otherwise required by law, CVFiber is not obligated to furnish any services to any individual subscriber or company that owes CVFiber for previous service until arrangements have been made for that indebtedness to CVFiber. At CVFiber's sole discretion, any subscriber that has no previous credit history with CVFiber may be required to pay a deposit or submit to a credit check.

### 3. USE OF SERVICES

- A. **GENERAL USE.** You will not use the CVFiber Equipment at any time at an address other than the Premises without our prior written authorization. You will not use or permit another to use the CVFiber Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted CVFiber policy applicable to the Services. Use of the CVFiber Equipment or Services for transmission, communications or storage of any information, data, or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the CVFiber Equipment and/or Services and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable CVFiber policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions,

including, without limitation, purchases made through or in connection with the Services. You agree to indemnify, defend, and hold harmless CVFiber and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services, the CVFiber Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable CVFiber policies by you or any other user.

- B. **ACCEPTABLE USE POLICY.** The CVFiber Acceptable Use Policy (“AUP”) and other policies concerning Broadband are posted on the Service’s Web site at <https://www.CVFiber.net/policies/> (or an alternative Web site if we so notify you). You further agree that CVFiber may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the AUP and any other applicable CVFiber policies may be put into effect or revised from time to time without notice by posting a new version of the AUP or policy as set forth above. You and other users of the service should consult the AUP and all posted policies regularly to conform to the most recent version.
- C. **CONDUCT.** Customer understands that all information, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Customer is entirely responsible for all Content that Customer uploads, posts, emails, or otherwise transmits via the service. Customer must abide by CVFiber’s AUP, and failure to do so is a violation of the agreement between CVFiber and Customer.

#### **4. EQUIPMENT**

##### **A. INSTALLATION.**

A CVFiber technician will visit your location to determine what is needed to make the final connection to your home or business. If you already have an aerial drop for your existing services (the line from the nearest utility pole to your premises), the technician will determine distance and if is 400 feet or less, we will quote a standard installation charge. If the distance is greater than 400 feet, the technician will estimate the additional cost required to complete your installation.

If you have an underground connection, the CVFiber technician will assess the condition of your existing conduit and determine if it can be used for your new fiber-optic connection. If the existing conduit is not acceptable for your fiber-optic service or if you want your new connection to be buried, the CVFiber technician will provide a list of local contractors for you to obtain a quote for the installation of conduit. The subscriber is responsible for the cost of the buried conduit.

On the day of installation, CVFiber technician will run a “drop” from the pole to your premises or pull fiber through your contractor installed conduit. The technician will install an Optical Network Terminal (ONT) at your premise and install a router with Wi-Fi capability inside your premises. If additional Wi-Fi access points are required for optimal coverage, the CVFiber technician will quote the cost and you may elect to have the additional work done at that time.

- B. **ACCESS TO CUSTOMER PREMISES.** You will provide CVFiber and its subcontractors with

reasonable access to your premises to assess, install, maintain, and repair the Service or equipment and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. Our installers reserve the right to verify the age or capacity of any person responsible for providing access to the premises, and to refuse installation at its discretion, including but not limited to any circumstance where the installer feels that their safety may be compromised. You understand and agree that CVFiber may drill, cut, and otherwise alter the premises (including walls, flooring, and/or other surfaces). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations CVFiber deems appropriate for the work to be performed. You acknowledge that CVFiber may use existing wiring, including altering the wiring and removing accessories, located within your unit (“Inside Wiring”). You warrant that you own or control the Inside Wiring, and give CVFiber permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this Agreement, you agree to indemnify CVFiber from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

- C. **MAINTENANCE AND OWNERSHIP OF EQUIPMENT. CVFiber Equipment.** You agree that except for the wiring installed inside the Premises (“Inside Wiring”), all CVFiber equipment belongs to us and will not be deemed fixtures or in any way part of the Premises. CVFiber Equipment includes all new or reconditioned equipment installed, provided or leased to you by us or our agents, including but not limited to, cabling or wiring any other hardware, and all software or “downloads” to CVFiber Equipment. You agree to use CVFiber Equipment only for the Services pursuant to this Agreement. We may remove or change the CVFiber Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon or give away the CVFiber Equipment, or permit any other provider of video or high-speed data to use the CVFiber Equipment. The CVFiber Equipment may only be used in the Premises. At your request, we may relocate the CVFiber Equipment in the Premises for an additional charge, at a time agreeable to you and us. You understand and acknowledge that if you attempt to install or use the CVFiber equipment or services at a location other than the Premises, the services may fail to function or may function improperly. You agree that you will not allow anyone other than CVFiber employees or agents to service the CVFiber Equipment. You will be directly responsible for loss, repair, replacement and other costs, damages, fees, and charges if you do not return the CVFiber Equipment to us in an undamaged condition.
- D. **CUSTOMER EQUIPMENT.** CVFiber has no responsibility for the operation or support, maintenance or repair of any equipment, software, or services that you elect to use in connection with the Services or CVFiber Equipment (“Customer Equipment”.) You will be responsible for payment of service charges for visits by CVFiber or its subcontractors to your premises when a service request results from causes not attributable to CVFiber or its subcontractors.
- E. **NON-RECOMMENDED CONFIGURATIONS.** Customer Equipment that does not meet CVFiber’s minimum technical or other specifications constitutes a “Non-Recommended Configuration.” Neither CVFiber nor any of its affiliates, suppliers or agents warrant that a non-recommended



configuration will enable you to successfully install, access, operate or use the services. You acknowledge that any such installation, access, operation, or use could cause Customer Equipment to fail to operate or cause damage to Customer Equipment, you, your premises, or CVFiber equipment. Neither CVFiber nor any of its affiliates, suppliers or agents shall have any liability whatsoever for any such failure or damage. CVFiber reserves the right to deny you customer support for the Services and/or terminate Service(s) if you use a Non-Recommended Configuration.

- F. **NO UNAUTHORIZED DEVICES OR TAMPERING.** You agree not to attach any unauthorized device to CVFiber Equipment or the Services. If you make any unauthorized connection or modification to CVFiber Equipment or the Services or any other part of our network, we may terminate your Service and recover such damages as may result from your actions. Unless expressly authorized by us, you agree not to install anything to intercept or receive any of the Services offered over our network or to assist any person in intercepting or receiving any of the Services offered over our network. You also agree that you will not attach anything to the Inside Wiring, CVFiber Equipment or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our network or degrades our network's signal quality or strength or creates signal leakage. You hereby agree that we may recover damages from you for tampering with any CVFiber Equipment or any other part of our network or for receiving unauthorized Service(s). You agree that it would be difficult if not impossible to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the alteration or improper use of CVFiber Equipment. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services in addition to our cost to replace any altered, damaged, or unreturned CVFiber Equipment or other equipment owned by CVFiber, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment.
- G. **INSIDE WIRING.** You may install Inside Wiring, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our network. If you have us install Inside Wiring, we will charge you for that service. Regardless of who installed it, we consider the Inside Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Inside Wiring, unless you and CVFiber have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the repair or maintenance of Inside Wiring.) If you have us repair or maintain the Inside Wiring, we will charge you for that service.
- H. **ADDITIONAL TERMS FOR APPS AND OTHER SOFTWARE WE MAY PROVIDE.** CVFiber may provide you with Apps and other software (Referred to here as "the App") designed to work with your existing services or to provide additional functions and features. The App is licensed, not sold, to you. You may or may not receive an App as part of your subscription.
- I. **LICENSE GRANT.** Subject to the terms of this Agreement, CVFiber grants you a limited, non-exclusive, revokable, and nontransferable license to download, install, and use the App for your personal, non-commercial use on a device owned or otherwise controlled by you strictly in accordance with the App's documentation. You are bound by the End User License Agreement as discussed in this Agreement.

## 5. SYSTEM SECURITY

You are solely responsible for the security of any device(s) you connect to the Service, including any data stored or shared on such device(s). It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion. CVFiber has no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others of the customer equipment or any other equipment connected in some way to the customer equipment, or to the software, files and data stored on such equipment.

Customer is prohibited from utilizing the Services to compromise the security or tamper with CVFiber Equipment, the CVFiber Network, CVFiber's system resources, accounts, or website. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include but are not limited to password guessing programs, cracking tools, and network probing tools. Any attempt to access any of CVFiber's business assets is strictly prohibited.

CVFiber will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to CVFiber's Privacy Policy and Applicable Law.

## 6. TERMINATION AND EXPIRATION

- A. **TERM.** This Agreement will be in effect from the time that charges commence until (i) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (ii) it is replaced by a revised Agreement. If you self-install CVFiber Equipment, Service charges begin the earliest of (i) the day on which you picked up CVFiber Equipment at our service center, (ii) the day you install the Service, or (iii) five (5) days after the date we ship the CVFiber Equipment to you. If you self-install a Broadband modem or converter that you obtained from a source other than CVFiber, charges begin the day that your order for the Services is entered into our system. The option to self-install a Broadband modem or converter and/or to use a non-CVFiber-supplied Broadband modem or converter is subject to availability. Any non-CVFiber supplied Broadband modem or converter must comply with CVFiber's minimum requirements.
- B. **TERMINATION BY YOU.** Unless otherwise agreed, you may terminate this Agreement for any reason at any time by notifying CVFiber in one of three ways: (i) send a written notice to the postal address of your local CVFiber business office; (ii) send an electronic notice through the "Contact" page found on <https://CVFiber.net>; or (iii) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges will accrue until this Agreement has terminated, the Services have been disconnected, and all CVFiber Equipment has been returned. We will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due CVFiber for the Services, affiliate services, CVFiber Equipment, or other applicable fees and charges).
- C. **DENIAL, SUSPENSION AND TERMINATION BY CVFIBER.** Under the conditions listed below, CVFiber reserves the right, subject to applicable law, to act immediately and without notice to deny Services, or terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized users. CVFiber may take these actions if it: (i)

determines that such use or information does not conform with the requirements set forth in this Agreement or under its Acceptable Use Policy, (ii) determines that such use or information interferes with CVFiber's ability to provide the Services to you or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that such use or information interferes with or endangers the health and/or safety of our personnel or third parties. CVFiber's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Services or information transmitted by or to you or users.

- D. **YOUR OBLIGATIONS UPON TERMINATION.** You agree that upon termination of this Agreement you agree to the following: i) You will immediately cease all use of the Services and all CVFiber Equipment; ii) You will pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disconnected; and iii) You will be billed and pay for any CVFiber equipment not returned to CVFiber on the date of service termination at current value of such CVFiber equipment. Equipment returned must be in working order, normal wear and tear excepted. You may also be charged incidental costs that we incur in replacing the CVFiber Equipment. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove the CVFiber Equipment and other material provided by CVFiber. We will conduct this removal at a time agreed on by you and us, and you will ensure that all CVFiber Equipment is returned to CVFiber. If the Equipment is returned within sixty (60) days of termination, any fees charged for the Equipment will be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than sixty (60) days after termination.

## **7. ASSIGNABILITY**

This Agreement and the Services furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

## **8. LIMITED WARRANTY**

- A. **GENERAL LIMITATION OF WARRANTY.** Your use of the Services is at your own risk. They are provided on an as-is and as-available basis with all defects and with no warranty of any kind. To the maximum extent permitted by law we expressly disclaim all warranties, express, implied, statutory or otherwise including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation that the services will meet your requirements, achieve intended results, be compatible, or work with any other software, applications, systems, services, operate without interruption, meet any work or reliability standards, or be error-free. There is no warranty that errors or defects can or will be corrected.
- B. **INTERRUPTIONS.** To the extent possible, CVFiber will notify Customer as soon as it is practical in the event that the CVFiber is required to interrupt, either partially or fully, the services being provided to Customer. Such interruptions shall not be deemed a default hereunder. The CVFiber will use commercially reasonable efforts to (at CVFiber's sole option), repair or replace any the

CVFiber equipment damaged due to normal wear. If determined by the CVFiber, that (i) a repair was not related to the CVFiber's equipment, or (ii) the CVFiber's equipment was not damaged by normal wear, then the Customer will be billed at the CVFiber's then-current hourly rates plus materials. CVFiber will not be responsible for the repair or replacement of any Customer Equipment or any interruption of service due to failure of Customer Equipment. Interruptions caused by Customer equipment or inside wiring are not deemed an interruption of service. For purposes of credit computation, every month shall be considered to have thirty (30) days and every day twenty-four (24) hours, an allowance equal to 1/30 of the regular monthly recurring charges shall be made for each twenty-four (24) hours the service remains disrupted; except that the total allowance may not exceed the regular monthly recurring charges for service. No credit will be provided if the disruption of service is due to a Force Majeure Event. An interruption is measured from the time the Customer notifies CVFiber, personally, by telephone or in writing, or otherwise the interruption is known or should have been known to CVFiber, until the trouble is cleared. CVFiber will not be held responsible for the external Internet connections provided from third parties.

- C. **WARRANTY AS TO CUSTOMER EQUIPMENT OR RELIANCE ON DEVICES.** Except as otherwise set forth, CVFiber equipment, service, and software are provided by CVFiber "as is" without warranty of any kind. cvfiber does not warrant uninterrupted use or operation of CVFiber's equipment or service. CVFiber makes no warranty that service or CVFiber's equipment will meet customer's requirements, that service will be uninterrupted, timely, secure, or error-free, deletion, misdelivery, or failure to store or effectuate any user communications, orders, listings, or customization settings will not occur as a result of customer's use of the service, the results that may be obtained from the use of the service will be accurate or reliable, and any errors in CVFiber's equipment, including hardware or software, will be corrected. The service may contain defects and, accordingly, customer is advised to safeguard important data, to use caution, and to not rely in any way on the correct functioning or performance of the service. Any material, products, or services downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and that customer will be solely responsible for any damage to customer's 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 customer from cvfiber or through or from the service shall create any warranty not expressly stated in this agreement. CVFiber or any other person involved in creating, installing, delivering, testing, or using the service shall not be liable for any direct, indirect, incidental, special, or consequential damages, resulting from the use or the inability to use the service, service outage, or for cost procurement of substitute goods and services, or resulting from any goods or services purchased or obtained, or messages received or transactions entered into through the service or resulting from unauthorized access to, or alteration of a user's transmissions or data, including, but not limited to, damages for loss of revenue, profits, business use, data, or other intangible information, even if CVFiber has been advised of the possibility of such damages. the aggregate liability for CVFiber to customer for all claims arising from the use of the service is limited to \$100. Customer equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of CVFiber equipment and the services. Except for gross negligence or willful misconduct, neither CVFiber nor any of its affiliates, suppliers, employees, agents or contractors shall have any liability whatsoever for any damage, loss, or destruction to the customer equipment. In the event of gross negligence or willful misconduct by CVFiber, suppliers, employees, agents or contractors,

we shall pay at our sole discretion for the repair or replacement of the damaged customer equipment up to a maximum of \$500. this shall be your sole and exclusive remedy relating to such activity. You understand that your computer or other devices may need to be opened, accessed or used either by you or by us or our agents, in connection with the installation or repair of broadband. the opening, accessing or use of your computer or other devices used in connection with your computer may void warranties provided by the computer or device manufacturer or other parties relating to the computer's or device's hardware or software. neither CVFiber nor any of its affiliates, suppliers, or agents shall have any liability whatsoever as the result of the voiding of any such warranties. By accepting this agreement, you waive all claims against CVFiber for interference, disruption, or incompatibility between the CVFiber equipment or the services and any other service, systems, or equipment. In the event of such interference, disruption, or incompatibility, your sole remedy shall be to terminate the services in accordance with the terms of this agreement.

## **9. VOICE SERVICE**

- A. **ROBOCALL MITIGATION.** Illegal robocalls are calls generated by auto dialers to telephone numbers for commercial purposes without the permission of the telephone number owner. these calls may be from a recorded voice or be auto transferred to a live agent; they will often appear from a disguised originating number; and they will either claim a pre-existing business relationship (“car warranty” or “microsoft refund”) or disguise their commercial intent with false claims of fraud. We are legally obligated to prevent our service(s) from being used for illegal robocalling. We may deny service to you if we believe the use of the service will be for the generation of illegal robocalls. We are permitted to investigate any claims or suspicion of robocalling in whatever manner we believe is appropriate based on the nature of the claim and may share information about your network utilization with third parties as required by law. During our investigation we may contact you about any complaint we may receive about your use of our service for illegal robocalling. If we are unable to resolve the complaint or you fail to respond to us, we may suspend or terminate your service with or without advanced notice. At our sole discretion, we may choose to refuse services that we believe may be used for illegal robocalling.
- B. **EMERGENCY 911 SERVICES ON VOICE SERVICE.** The 911/e911 services provided to you as voice service differs from that provided as traditional phone service. By using the service, you acknowledge and accept any limitations of 911/e911. You agree to convey these limitations to all persons who may place calls over the services. In addition to limits of liability and indemnification that may be contained elsewhere in this Agreement, you agree that we are not liable for any service outage or inability to dial 911 or any other emergency telephone number due to the conditions described in this section. You agree to defend, indemnify and hold harmless us, our owners, managers, officers, directors, employees, affiliates and agents, and any other service provider who furnishes services to you or a user in connection with the services, from any and all claims, actions, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys’ fees) by, or on behalf of, us or any third party or user of the service relating to 911 dialing or the inability to access or reach emergency 911 services.
- C. **ACKNOWLEDGEMENT AND WARNING LABELS.** By using our voice services, you acknowledge that you are responsible for notifying all potential users who may place calls using your Voice Service

of the 911 limitations. You are responsible for any notices of the potential lack of 911/E911 operation to any users of your Voice Service regardless of whether or not you have properly labelled your equipment.

- D. **NON-VOICE SYSTEMS.** You acknowledge that the services are not set up to function with non-voice services including but not limited to home security systems, medical monitoring equipment, TTY equipment, or entertainment or satellite television systems. We are not liable for interruption or disruption of such systems by the services.
- E. **FRAUDULENT CALL AND NETWORK SECURITY.** You shall manage without limitation the integrity of the traffic in and out of your network and are wholly responsible for the security of your phone system. You shall manage and correct as necessary any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect us or our network and you shall use best efforts to prevent and detect network looping. With services inclusive of long-distance calling, all unauthorized domestic and international usage and subsequent charges incurred by you because of hacking or intrusion into your phone system are your sole responsibility and liability. In the event that you fail to comply with the requirements described above, we shall have the right (but not the obligation) to take protective action against customer in order to protect our network. Such protective action may include, without limitation the temporary blocking of your traffic until such time that we determine that the applicable problem has been resolved. We shall use commercially appropriate efforts to notify you if such an action will be taken.

## **10. SOFTWARE, IP ADDRESSES, AND INTELLECTUAL PROPERTY**

- A. **END USER LICENSE AGREEMENT.** If you downloaded or installed Software, your use of that Software is subject to the End User License Agreement that accompanied that Software. With regard to any Software (including Software upgrades, changes, or supplements) which is not accompanied by an End User License Agreement, CVFiber, or its applicable third party licensors, grants you a limited, personal, non-transferable, and non-exclusive right and license to use the object code of its Software on the Equipment; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or structure, sequence and organization of, sell, assign, sublicense, distribute, rent, lease, grant a security interest in, or otherwise transfer any right in the Software. You acknowledge that this license is not a sale of intellectual property and that CVFiber or its third-party licensors, providers or suppliers continue to own all right, title and interest to the Software and related documentation. The Software is protected by the copyright laws of the United States and international copyright treaties. The Services use and include certain software and/or firmware (the "Software"). Some Software resides on the equipment provided to you by CVFiber.
- B. **SOFTWARE.** When you use certain features of the Services, such as online features (where available), you may require special software, applications, and/or access to the Internet, CVFiber makes no representation or warranty that any software or application installed on Customer Equipment, downloaded from the Service, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any

such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Services if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. Neither CVFiber nor its affiliates, suppliers, employees, agents or contractors shall have any liability whatsoever for any damage to or loss of any hardware, software, files, or data resulting from a virus, any other harmful feature, or from any attempt to remove it. In addition, as part of the installation process for the software and other components of the Service, system files on your Customer Equipment may be modified. CVFiber does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. CVFiber does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). For these and other reasons, you acknowledge and understand the importance of backing up all files to another storage mechanism prior to such activities. you understand and accept the risks if you decide not to back up files. Neither CVFiber nor its affiliates, suppliers, employees, agents or contractors shall have any liability whatsoever for any damage to or loss of any software, files, or data.

- C. EXPORT LIMITS. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.
- D. RESTRICTED RIGHTS. The Software is provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at 48 CFR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 and in similar clauses in the NASA FAR Supplement.
- E. NOTICE ABOUT AUTOMATIC SOFTWARE UPGRADES. CVFiber, or its applicable third-party licensors may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand and agree that CVFiber or the applicable third-party licensor have the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on the Equipment at any time. Although unlikely, Software upgrades, updates, or supplements could reset your Equipment and erase saved preferences and stored content.
- F. OWNERSHIP OF ADDRESSES. You acknowledge that use of Broadband does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including but not

limited to Internet Protocol (“IP”) addresses, e-mail addresses and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes.

- G. **AUTHORIZATION.** CVFiber does not claim any ownership of any material that you publish, transmit or distribute using Broadband. By using Broadband to publish, transmit or distribute material or content, you warrant that the material or content complies with the provisions of this Agreement and that you have the right to provide this authorization. You acknowledge that material posted or transmitted using Broadband may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless CVFiber, its agents, suppliers, and affiliates for any harm resulting from these actions.
  - H. **MATERIAL DOWNLOADED THROUGH BROADBAND.** In addition to any content that may be provided by us, you may access material through Broadband that is not owned by CVFiber. Specific terms and conditions may apply to your use of any content or material made available through Broadband that is not owned by CVFiber. You should read those terms and conditions to learn how they apply to you and your use of any non-CVFiber content.
  - I. **IP ADDRESSES.** CVFiber will provide you with Internet protocol (“IP”) address(es) as a component of Broadband, and these IP address(es) can and do change over time. You will not alter, modify, or tamper with dynamic IP address(es) assigned to you or any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to Broadband. If applicable, CVFiber will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated. Notwithstanding this, certain customers may sign up for a Static IP address under separate terms and conditions.
  - J. **INTELLECTUAL PROPERTY.** All portions of the Services and Equipment and any firmware or software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on related web site(s) are the property of CVFiber or third-party providers and are 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 CVFiber or third-party providers are and shall remain the exclusive property of CVFiber or third-party providers, and nothing in this Agreement shall grant you the right or license to use such Marks.
  - K. **PROTECTION OF CVFIBER’S INFORMATION AND MARKS.** All Service information, documents, and materials on our Web sites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “marks”) of CVFiber and its affiliates are and shall remain the exclusive property of CVFiber. Nothing in this Agreement shall grant you the right or license to use any of the marks.
- 11. THIRD PARTIES.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including



without limitation their services, equipment, infrastructure or content. CVFiber is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure or content, whether or not they constitute components of the Services. CVFiber shall not be bound by any undertaking, representation or warranty made by an agent or employee of CVFiber or of our underlying third-party providers and suppliers in connection with the installation, maintenance or provision of the Services, if that undertaking, representation or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). CVFiber is not responsible for any services, equipment, infrastructure and content that are not provided by us (even if they are components of the Service), and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the creators of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Services.

## **12. DAMAGES**

- A. **GENERAL DAMAGES.** Except as specifically provided in this agreement, neither CVFiber nor its affiliates, suppliers, employees, agents or contractors shall under any circumstances or under any legal theory (including but not limited to tort or contract) have any liability to the customer or to any other person or entity for the following losses, damages, or costs: (i) any direct, indirect, incidental, special, treble, punitive, exemplary, or consequential losses or damages (including but not limited to loss of profits, loss of earnings, loss of business opportunities, personal injuries or death) that result directly or indirectly from or in connection with (a) your reliance on or use of the CVFiber equipment or the services or (b) the installation, self-installation, maintenance, failure, or removal of the services (including but not limited to any mistakes, omissions, interruptions, computer or other hardware or software breach, failures or malfunctions, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in transmission or failure of performance of the service, the CVFiber equipment or the customer equipment, or any other mistakes, omissions, loss of call detail, e-mail, voicemail or other information or data); or (ii) any losses, claims, damages, expenses, liabilities, legal fees, or other costs that result directly or indirectly from or in connection with any allegation, claim, suit, or other proceeding based upon a contention that the use of the CVFiber equipment or the services by you or any other person or entity infringes upon the contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property rights of any third party.
- B. **DAMAGES AS TO DISRUPTION OF SERVICE.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment (“High Risk Activities”). We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; pandemic; terrorism; explosion; malicious mischief; fire, flood,

lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services. It is your responsibility to immediately report any outages or interruption of service to CVFiber. In no event shall CVFiber be liable for any direct, indirect, incidental, special, exemplary, consequential or punitive damages from whatever cause, including, but not limited to, loss of business or wages, or any other damages resulting directly or indirectly from loss of CVFiber services.

### **13. GENERAL PROVISIONS**

- A. **DISPUTE RESOLUTION.** Most customer concerns can be resolved quickly and to the customer's satisfaction by Notifying CVFiber. In the unlikely event that CVFiber's customer service department is unable to resolve a complaint, we each agree to resolve those disputes through mediation before going to courts of general jurisdiction.
- B. **SURVIVAL OF LIMITATIONS.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.
- C. **ENTIRE AGREEMENT.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If CVFiber fails to insist upon or enforce strict performance of any provision of this Agreement, it shall not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Notwithstanding this, Customer and CVFiber may enter into a subsequent agreement on separate or additional terms which will not override these general terms and conditions unless done so expressly in that subsequent agreement.
- D. **GOVERNING LAW.** This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Vermont. This Agreement is also subject to any and all laws and regulations applicable to Vermont Communications Union Districts.
- E. **CUSTOMER INFORMATION.** During the term of this Agreement, you have provided and will provide to CVFiber information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. If you fail to provide and maintain accurate information, you will breach this Agreement.
- F. **INFORMATION PROVIDED TO THIRD PARTIES.** CVFiber is not responsible for any information

provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security and other risks associated with providing CPNI or personally identifiable information to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

- G. **REVOCABLE LICENSE.** The Services and CVFiber Equipment, including but not limited to any firmware or software embedded in the CVFiber Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the CVFiber Equipment or used to provide the Services. You expressly agree that you will use the CVFiber Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
- H. **EXPORT LAWS.** You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.
- I. **RETENTION OF RIGHTS.** Nothing contained in this Agreement shall be construed to limit CVFiber's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, CVFiber and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on CVFiber's or its suppliers' servers or systems. In addition, you may forfeit your account username and all e-mail, IP, web space addresses and voice mail. We shall have no liability whatsoever as the result of the loss of any such data, names, or addresses.
- J. **RESPONSIBILITY FOR CONTENT.** You acknowledge that there is some content and material on the Internet or otherwise available through Broadband which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. Neither cvfiber nor its affiliates, suppliers, employees, agents or contractors shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content or material by you or others. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to materially explicit or objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.
- K. **MONITORING OF POSTINGS AND TRANSMISSIONS.** CVFiber shall have no obligation to monitor postings or transmissions made in connection with Broadband except as may be required by law. However, you acknowledge and agree that CVFiber and its agents have the right to monitor, from

time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content. CVFiber may also use and disclose them in accordance with the CVFiber Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.

- L. NOTICES. Except as specifically set forth in this Agreement, any notices under this Agreement shall be effective as follows:

If to Customer: Notice shall be made by (i) email to Customer; (ii) by first-class mail to Customer at Customer's billing address then on file with CVFiber; or (iii) when posted to CVFiber's website, , [www.cvfiber.net](http://www.cvfiber.net). Reasonable efforts to provide Notice to the Customer is sufficient for Notice. If by email or website, such notice shall be deemed effective when transmitted or posted by CVFiber.

If by first-class mail, such notice shall be deemed effective upon the earlier of (A) three business days after dispatch or (B) at such time as actually received by Customer.

If to CVFiber: Notice shall be made by (i) first-class mail to 29 Main St., Ste 4, Montpelier, VT 05602 or such other address as CVFiber may from time to time publish to Customer; or (ii) via email to [info@cvfiber.net](mailto:info@cvfiber.net). Such notices to CVFiber shall be deemed effective upon CVFiber's receipt of Customer's communication.