

Service Agreement

1.0

General Terms

Welcome to UBER ISP!

By activating, using, or paying for any UBER ISP products or services (“UBER ISP Service(s)” or “Service(s)”), you agree to be bound by this Service Agreement (“Agreement”). If you don’t agree, please contact us immediately to cancel your order and/or service and return any products. For UBER ISP Services, visit uberisp.com.

Please read this Agreement carefully. It requires you and UBER ISP to resolve disputes through arbitration on an individual basis rather than jury trials or class actions. It also governs how we handle your information, including information related to your UBER ISP Account and your location.

1.1 Our Agreement

In this Agreement, unless otherwise specified, “UBER ISP” and “we” mean the UBER ISP affiliated companies and their successors and assigns.

UBER ISP offers many products and services. This Agreement includes a set of universal terms (“General Terms”) and specific Service terms (“Service Terms”). You’re bound by the General Terms and the Service Terms for each UBER ISP Service you purchase or use. In addition, your Agreement incorporates UBER ISP’s Privacy Policy (at uberisp.com/legal), Acceptable Use Policy (at <https://uberisp.com/legal>) any Customer Service Summary provided to you, and any other documents or terms specifically referenced in the applicable General Terms and Service Terms. In the event of a conflict between the General Terms and the applicable Service Terms, the Service Terms will govern our relationship with you.

1.2 Your UBER ISP Account and Account Access

You may need to set up one or more accounts (“UBER ISP Account(s)” or “Account(s)”) in order to purchase or use UBER ISP Services. You must ensure that any information you provide us in connection with your UBER ISP Accounts and UBER ISP Services, including contact information and billing information, is accurate and current.

You’re responsible for any activity that occurs on or through your UBER ISP Accounts. We do not guarantee the security of your UBER ISP Accounts. You must ensure that your Account information and password(s) for accessing your Accounts and personal information are secure. If you learn of any unauthorized use of any UBER ISP Account, please contact us immediately.

You agree that all users of your UBER ISP Services (including minors), are subject to the limitations and obligations of this Agreement, including its arbitration provision and privacy policy. It’s your duty to inform them of their limitations and obligations and to provide this Agreement to them.

You may designate individuals (such as family members) to act on your behalf (“Authorized Users”). Authorized Users can manage your UBER ISP Accounts, including changing or adding Services. You’re responsible for all actions and changes made by any Authorized Users, including purchases of products and additional UBER ISP Services.

If you are not present or do not identify yourself when an UBER ISP Service is installed, you authorize any adult (the minimum age may differ by state or territory) present to act on your behalf, regardless of whether you designated that adult as an Authorized User. You also authorize this adult to accept any related terms and conditions, agreements, and charges,. Further, you authorize us to provide information about and make changes to your UBER ISP Accounts (as well as to perform any credit checks on you that we deem appropriate to implement the changes or respond to questions) at the direction of this adult. UBER ISP reserves the right to refuse to allow an adult to authorize installation, take any action regarding your UBER ISP Accounts, or receive any information if we decide in our sole discretion that the adult has failed to provide sufficient identifying information or cannot answer questions about you or your UBER ISP Accounts to our satisfaction.

You may have previously been given the option to combine credentials to log onto multiple UBER ISP Accounts and/or third-party accounts. In UBER ISP’s sole discretion, we may end this option and require separate credentials for different accounts.

1.3 Dispute Resolution

Please read this carefully. It affects your rights.

1.3.1 Summary:

This part of the Agreement outlines how disputes between you and UBER ISP will be resolved through our informal dispute resolution process, individual arbitration, or small claims court. The informal dispute resolution process gives you the opportunity to explain what happened to someone in, or working with, our legal department. Under the terms of this Agreement, UBER ISP is encouraged to resolve issues early, without going any further.

An “arbitration” is a less formal alternative to a lawsuit or jury trial in court. A neutral third party, called an arbitrator, decides the dispute. The arbitrator applies the same law and can award the same individualized remedies that a court could award, but uses streamlined procedures and limits discovery to simplify the process and reduce costs. The arbitrator’s decision is legally binding, and it is subject to very limited review by courts. **You and UBER ISP agree that arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted. This means that you and UBER ISP will neither file a lawsuit (in any court other than a small claims court), nor pursue or participate in an action seeking relief on behalf of others.**

The steps you would take to resolve a dispute:

- **Contact customer service.** We encourage you to give customer service a call first. A phone call, chat session, or email with us is usually the quickest way to resolve an issue. Check out uberisp.com to find the right service or product team for your issue.
- **You choose.** If you aren’t satisfied after talking to customer service, you can choose to file your individual claim in small claims court or send us a Notice of Dispute, which is required before starting arbitration.

- **Let's work it out.** If you decide not to go to small claims court, start the informal dispute resolution process by sending a Notice of Dispute to our legal department, which you can [complete and send online](#). You and UBER ISP agree to give each other at least 60 days to share information and try to reach an agreement. (We'll use the same process if we have a dispute with you.) At your or our request, we'll schedule an Informal Settlement Conference to try to reach an agreement by phone or videoconference.

1.4 How We May Contact You

You agree that UBER ISP and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), can contact you regarding your Accounts, your UBER ISP Services, and additional products and services that we or third parties may offer, using any means or method (including by phone, mail, email, text message (such as SMS/MMS), chat (such as RCS), push notifications, or other medium), as well as by including messages on or inserts with bills for your UBER ISP Services.

You agree that notices provided to you using any of these methods are considered received by you. You agree to provide accurate, current contact information about yourself, that you have authority to consent to communications to any phone numbers or email addresses you provide, and that you will promptly notify us if your contact information has changed.

You also agree that UBER ISP and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies) can at any time send you email or other electronic messages to any phone number or email address associated with your UBER ISP Services by any means, including an automated system that sends preset messages.

You further agree that any calls or messages sent to numbers or email addresses you provide to UBER ISP or its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), or to numbers or email addresses associated with your UBER ISP Services, may be sent using an automatic telephone dialing system, artificial or prerecorded voices, or other automated dialing equipment such as a predictive dialer, and that you cannot revoke your consent to be contacted in this manner.

Please review your bill for messages and inserts. We will send important messages to you through bill messages and bill inserts. If you have electronic billing, you are considered to have received these notices once your electronic bill is available for viewing. If you get a paper bill, you are considered to have received these notices three days after we mail the bill to you.

Communications to you may include, but are not limited to, emergency alerts, updates to this Agreement, communications regarding payments or past-due balances, and information concerning promotions regarding any UBER ISP Services or products or services offered by our third-party partners. You are not required to agree to receive promotional communications to purchase any UBER ISP Services. **You can unsubscribe from promotional emails, calls, or messages by following the unsubscribe options** in the promotional communication itself or in the UBER ISP Privacy Policy. For more information about your rights and choices regarding how we communicate with you, visit <https://uberisp.com/legal>.

1.5 Termination or Suspension of UBER ISP Services

You may cancel or terminate any of your UBER ISP Services at any time. If you cancel an UBER ISP Service:

- you might lose any discounts you obtained from bundling UBER ISP Services together;
- if you have an active installment plan for devices or accessories associated with the cancelled UBER ISP Services, your agreement for that installment plan might specify that your termination of UBER ISP Service is a default that triggers acceleration of the remaining installment plan payments; and
- some UBER ISP Services may not work (or work the same way) after the cancellation of a bundled service.

UBER ISP reserves the right to modify, suspend, or discontinue any function or feature of any UBER ISP Service, including your rates or charges, or to terminate your UBER ISP Service entirely, for any reason, including but not limited to:

- compliance with an order by a state or federal agency, court, or arbitrator;
- any interruption or loss of either your or UBER ISP's rights to access any part of the network facilities required to provide your services, including rights to access the land or buildings where the facilities are located; or
- any Misconduct by you or any user of your UBER ISP. "Misconduct" includes but is not limited to:
 - any conduct that we believe violates this Agreement or UBER ISP's Acceptable Use Policy;
 - any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
 - any abusive, fraudulent, or unlawful use of any UBER ISP Services;
 - providing us with false or misleading information about you, users of your UBER ISP Services, or use of UBER ISP Services, including inaccurate information related to your creditworthiness;
 - any use of UBER ISP Services in a manner that negatively affects our or other entities' networks, customers, or operations, or that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;
 - any reselling of UBER ISP Services (including selling of use of or access to UBER ISP Services); or
 - any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment (such as a deterioration in your creditworthiness).

Regardless of the reason or whether you or we terminate your UBER ISP Services:

- unless required by applicable law, there is no proration of charges and you are still responsible for the full month's payment even if your UBER ISP Services are terminated before the end of a billing cycle;
- any Account balance or unused portion for the terminated UBER ISP Service (such as a prepaid service) will not be refunded or credited back;

- your licenses to use any associated software are terminated;
- you are obligated to return any Equipment associated with the terminated UBER ISP Service (if required by the applicable Service Terms or other agreement); and
- we reserve the right to delete any data, files, or other information associated with you or your UBER ISP Account or terminated UBER ISP Services.

In addition, if a term commitment to maintain service or programming for a particular length of time is not met, and either you cancel an UBER ISP Service or we terminate it for misconduct, you will be subject to any applicable early-termination fee(s) under subsection 1.9.6.

If any of your UBER ISP Services are suspended, you are still responsible for paying any applicable charges for that UBER ISP Service.

1.6 Disclaimer of Warranties

You're using UBER ISP Services at your own risk. Unless expressly set out in this Agreement, UBER ISP Services are provided on an "as is" and "as available" basis, without warranties or guaranties of any kind. To the greatest extent permitted by law, UBER ISP (including our past, present, and future parents, subsidiaries, affiliates, related entities, as well as UBER ISP's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns) expressly disclaims all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade. No one is authorized to make warranties on our behalf. We do not guarantee that UBER ISP Services will meet your requirements, be of a particular quality or speed, or will be uninterrupted, accurate, secure, maintained, and kept free from viruses or other harmful components. There is no security or protection guarantee against unauthorized access to your UBER ISP Services, personal information, or UBER ISP Account. We do not guarantee that UBER ISP Services are suitable for use in situations in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or financial loss. We also do not guarantee that UBER ISP Services will be interoperable with your hardware or software and that incompatibility won't lead to damage or loss of data.

1.7 Limitations of Liability

You agree that:

- UBER ISP is not an insurer of UBER ISP Services, nor can it insure the accuracy of your information or the privacy or security of your UBER ISP Accounts;
- UBER ISP has no control over the acts and conduct of third parties;
- UBER ISP is not responsible for losses incurred as a result of your or a third-party's use of your UBER ISP wireless number or other UBER ISP Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account;

To the greatest extent permitted by law, UBER ISP is not liable for any reason to you, or any user or beneficiary of UBER ISP Services, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages, including but not limited to damages for personal injury; property damage; or loss of revenue,

profits, business, goodwill, use, data, or other tangible or intangible losses (even if we've been told of the possibility of those damages) resulting from, for example:

- use of UBER ISP Services (which includes equipment, software, and inside or outside wiring);
- the performance or nonperformance of UBER ISP Services;
- the actions or inaction of UBER ISP or its agents with respect to the provision or delivery of any UBER ISP Services or that relate to your UBER ISP Account or our relationship with you;
- any action of a third-party, such as unauthorized access to your UBER ISP Accounts or UBER ISP Services (including the use of your UBER ISP Accounts or UBER ISP Services to access a third-party account); or
- any alleged actions or representations, statements, promises, or agreements by UBER ISP that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of UBER ISP Services;

To the greatest extent permitted by law, **UBER ISP is not liable to you for any damages of any kind** resulting in any way from:

- the installation, maintenance, removal, or technical support of UBER ISP Services, **even if the damage results from the ordinary negligence of our installer or other representative;**
- any unauthorized access to your UBER ISP Accounts or UBER ISP Services (including the use of your UBER ISP Accounts or UBER ISP Services to access a third-party account), **even if the unauthorized access was the result of ordinary negligence by an UBER ISP employee, representative, agent, or any person or entity purporting to act on UBER ISP's behalf;**
- any inability to reach 911 or other emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations;
- the use, inability to use, or the lack of interoperability between UBER ISP Services and any third-party hardware, software, or service, even if charges for the third-party hardware, software, or service appear on your UBER ISP bill;
- the loss of your information, such as missed or deleted voicemails, text messages, emails, pictures, or files; or
- any interruption, error, limitation, delay in any UBER ISP Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.

To the greatest extent permitted by law, **our total liability to you (under any legal theory) is a credit or refund that must not exceed the total amount of charges you paid us for the applicable UBER ISP Service during the shorter of (i) the preceding 24-month period or (ii) the period in which you experienced the issue giving rise to your claims.** If you are disputing a charge on your bill, Section 1.10 requires you either to notify customer service or submit a Notice of Dispute within 180 days of the bill date.

To the greatest extent permitted by law, **you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts**

giving rise to the dispute or you waive the right to pursue that claim (this contractual limitations period is tolled by the submission of a valid Notice of Dispute under subsection 1.3 of this Agreement).

Each of the limitations of liability in this Agreement will apply to claims you bring against third parties to the extent that we would be required to indemnify that third-party. If applicable law prohibits a limitation in this Agreement, all other limitations will apply to the greatest extent permitted by law. References in Section 1.7 to “UBER ISP” and “we” include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as UBER ISP’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns.

1.8 Indemnification

To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend UBER ISP (including our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as UBER ISP’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns) from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly:

- your or your Authorized Users’ access to, use of, or inability to access or use any UBER ISP Service;
- any violation by you or your Authorized Users of this Agreement;
- your or your Authorized Users’ violation of law (including negligence, willful misconduct, and infringement of anyone’s intellectual property rights); or
- any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to this Agreement or any UBER ISP Service.

1.9 Charges and Payments

1.9.1 Credit Check:

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

1.9.2 Billing:

Different UBER ISP Services bill in different ways. Please see the Service Terms for each UBER ISP Service for details and applicable fees and charges. In addition, you agree to pay your amounts due in full each billing cycle (usually once every 30 days): (1) the then-current monthly charges for your UBER ISP Services; (2) any applicable charges for equipment required for UBER ISP Services; (3) activation fees, connection, or installation charges, if any; (4) late fees and UBER ISP Service restoral fees, if any; (5) UBER ISP fees and other UBER ISP charges disclosed in the Service Terms; (6) charges for third-party content or services purchased or ordered using your UBER ISP Services or equipment; and (7) any applicable taxes and fees that UBER ISP pays to municipalities and other governmental entities and may pass on to you, regardless of whether applicable law assesses them on you or us. You are responsible for paying all charges specified in this Agreement, including charges incurred by any person who gains access to your UBER ISP Services or equipment, even if you did not authorize the charges. Please note that billing will begin as soon as your UBER ISP Service is provisioned or activated for you, even if you have not used it or installed it.

1.9.3 Late-Payment Charge and Dishonored Check Fee:

You agree that, for each bill not paid in full by the payment due date, we may assess a late-payment charge (subject to applicable law and except as expressly agreed in writing). Our acceptance of late or partial payments (even if marked "Paid in Full") won't waive any of our rights to demand payment of the full amount due. You will also be charged a fee for each and any check or other forms of payment made (including credit card charge-backs) that are returned unpaid for any reason (subject to applicable law and except as expressly agreed in writing).

1.9.4 Collections:

If you don't pay your bill in full and on time, you agree that you may be subject to collections either by us or a third-party collections agency. To the extent permitted by law, you must pay us any costs and fees, including attorneys' fees, we reasonably incur to collect amounts you owe us. Subject to applicable law, you agree that we're not responsible or liable for any negative consequences that may arise as a result of our reporting your Account, payment information, or history to any third-party credit reporting or collections agency.

1.9.5 Autopay:

If you enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method, authorize us to store this information, and authorize us to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel UBER ISP Service. If you were required to provide a credit card when you started an UBER ISP Service, you also authorize us to charge that card (in lieu of your autopay card, if different) for any amounts outstanding if you cancel UBER ISP Service. You agree to provide us with updated credit or debit card or bank account information when needed by calling the customer care number on your bill or online at uberisp.com/clientzone. You acknowledge that, if your card-issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we're not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee.

You can cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on your bill or online at uberisp.com/client_zone. If you do so, you may lose certain promotions or discounts and a paper bill fee processing of \$10 per bill. You also should contact your card issuer or financial institution to advise that you have cancelled your enrollment.

1.9.6 Early Termination Fee:

Your Customer Service Summary, order confirmation, or applicable fee schedule for your UBER ISP Service may include a minimum period in which you must maintain service on an eligible plan (“Service Commitment”) or maintain certain programming (“Programming Commitment”). If you do not meet that commitment, you agree to pay an early termination fee. That fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service Commitment or Programming Commitment on which your monthly rate is based was not completed.

1.9.7 Application of Credits:

Any amounts refunded in the form of bill credits, cash payments, or any other form will include all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or UBER ISP Service will not result in the refund of any tax, fee, or surcharge you previously paid.

1.9.8 Business or Government Benefits:

You may receive or be eligible for certain discounts, credits, promotions, and other benefits (“Benefits”) through a business or government customer’s agreement with us (“Business Agreement”) or if you are otherwise eligible to participate in our military/government discount or benefit programs. All such Benefits are provided to you solely as a result of the corresponding Business Agreement or at our discretion and may be modified or terminated without notice. You may also be eligible for certain additional rate plans and/or other Services.

If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your Account information with it or its authorized agents. If you use Service(s) and/or receive certain Benefits pursuant to or arising from a Business Agreement with us, but you’re liable for your own charges, then you authorize us to share enough Account information with your business or government entity, or its authorized agents, to verify your continuing eligibility for those Services or Benefits. You also agree we may contact you to confirm your continued eligibility for the Services and/or Benefits.

You may receive Benefits because of your agreement to have the charges for your Services, billed by a company affiliated with UBER ISP (“Joint Billing”) or because you subscribe to certain services provided by an affiliate. If you cancel Joint Billing or the service from the affiliate, your rates will be adjusted without notice to a rate plan for which you qualify.

Benefits may vary and are subject to the corresponding Business Agreement and ongoing eligibility/enrollment criteria, which we may verify or audit in our discretion. FirstNet individual users must also satisfy the eligibility criteria for FirstNet service and will be subject to re-verification of eligibility from time-to-time.

1.10 Questions or Disputes Regarding Charges

If you believe that there's something wrong with your bill, please contact customer service as soon as possible. If you're not satisfied with customer service's resolution, you may send us a Notice of Dispute pursuant to subsection 1.3.

If you have a billing dispute, you have 180 days from the date of the bill either to notify customer service or submit a Notice of Dispute. Otherwise, you'll have waived your rights to dispute the bill and to participate in any legal action raising that dispute. This limitations period does not apply in any state in which this contractual notice provision is prohibited.

1.11 Privacy

1.11.1 Privacy Policy:

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please see the UBER ISP Privacy Policy located at uberisp.com/legal.

1.11.2 Use by Children:

Children under the age of 13 should not be permitted to access UBER ISP Services unless allowed by an Account holder who is their legal guardian. By permitting a child to access an UBER ISP Service, you are giving your child access to all features (such as email, texts, and device applications), the internet, and a broad range of third-party content. It is your sole responsibility to determine whether the features are appropriate for a minor.

UBER ISP is not responsible for any content accessed by you or minors. In addition, UBER ISP does not guarantee the accuracy of any access controls available from UBER ISP, and you agree that you will not hold us liable for any loss or damage of any kind incurred as a result of the use of any such access controls.

1.12 Governing Law

The law of the state in which we currently provide you with UBER ISP Services (or, for wireless service, the state of your current billing address or current address of record) governs this Agreement, except to the extent that law is preempted by or inconsistent with applicable federal law.

1.13 End User Licensing Terms

If you connect to UBER ISP Services by using, downloading, or installing an application or other Software that we made available, whether directly or indirectly through vendors, your use of the Software is subject to this Agreement and any End User License Agreement ("EULA") for the Software.

1.13.1 Definition of Software:

The term "Software" means the following: (a) any application related to the Services or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (b) any updates, modifications, or enhancements to it; and (c) any specific UBER ISP or vendor web site to which the Software directs you via any browser.

1.13.2 License Grant:

We (or for vendors' Software, the vendor) remain the owner of the Software, which isn't being sold to you. So long as you comply with the terms of this Agreement and any EULA provided with the Software, UBER ISP grants you a revocable, nonexclusive, nontransferable, limited right to install and use the Software on a single computer or device that you own and control and to access and use the Software on such device. We're not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

1.13.3 Restrictions on Use:

You may use the Software only in strict adherence to the terms of this Agreement, the EULA, and the terms of any other agreements associated with your device. You may not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software; (c) violate any applicable laws, rules, or regulations in connection with your access or use of the Software; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of UBER ISP, its suppliers, or the licensors of the Software; (e) other than resale by an UBER ISP-authorized reseller, use the Software for any revenue-generating endeavor or commercial enterprise other than the use of this Software to participate in our Services; (f) use the Software for creating a product, Service, or software that is, directly or indirectly, competitive with or in any way a substitute for any Services, product, or software offered by us; (g) use the Software to send automated queries to any web site or to send any unsolicited commercial email; or (h) use any proprietary information or interfaces of UBER ISP or other intellectual property of UBER ISP in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Software.

1.13.4 Export Limits:

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

1.14 Intellectual Property Rights

1.14.1 UBER ISP IP:

You agree that Software, UBER ISP Services, and UBER ISP equipment ("UBER ISP IP") are protected by trademark, copyright, patent and intellectual property laws, and/or international treaty provisions. You also agree that the source and object code of UBER ISP IP and the format, directories, queries, algorithms, structure, and organization of UBER ISP IP are the intellectual property and proprietary and confidential information of UBER ISP, its suppliers, and its licensors. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to UBER ISP IP by implication, estoppel, or other legal theory, and all rights in and to UBER ISP IP not expressly granted in this Agreement are hereby reserved and retained by us. Nor do you have any intellectual or other property rights in any information that we provide or use to deliver UBER ISP Services, such as any Account or phone numbers or email addresses assigned to you.

1.14.2 Third-Party Software:

UBER ISP IP may utilize or include third-party software that is subject to open source and third-party license terms ("Third-Party Software"). You acknowledge and agree that your right to use such Third-Party Software as part of the

Services is subject to and is governed by the terms and conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms, and disclaimers contained therein (“Third-Party Software Notices”) and including all posted changes to Third-Party Software Notices. In the event of a conflict between the terms of this Agreement and the terms of those licenses, the terms of those licenses will control your use of the relevant Third-Party Software. In no event will the Application or components thereof be deemed to be “open source” or “publicly available” software. You agree that your use of UBER ISP IP is subject to the terms of all Third-Party Software Notices.

1.14.3 UBER ISP Marks:

You agree that the UBER ISP names and their related logos and all related product and service names, design marks, and slogans are trademarks and service marks owned by and used under license from UBER ISP (the “UBER ISP Marks”). You are not authorized to use the UBER ISP Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of UBER ISP, which may be withheld for any or no reason.

1.14.4 Copyright Infringement and Digital Millennium Copyright Act:

UBER ISP respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored, or transmitted in connection with UBER ISP Services in a way that constitutes copyright infringement, in accordance with the Digital Millennium Copyright Act (“DMCA”), please tell us by providing the information listed at <https://uberisp.com/copyright> to our Copyright Agent for notice of claims of copyright infringement to copyright@uberisp.com. For more information about UBER ISP’s copyright protection practices under the DMCA and for information on how to contact our DMCA agent, please refer to <https://uberisp.com/copyright>.

1.14.5 Copyright Alert Program:

We maintain the UBER ISP Copyright Alert Program (UBER ISP CAP) that allows copyright holders to notify us of claimed infringement occurring on our transitory digital network communications services pursuant to 17 U.S.C. § 512(a). For more information on the UBER ISP CAP, please visit <https://uberisp.com/copyright>.

Under the UBER ISP CAP, content owners may submit notifications to us of alleged copyright infringement based on information they have independently collected in accordance with the industry standard Automated Copyright Notice System. If a content owner or its authorized agent submits an infringement notice identifying an IP address that we can, with reasonable efforts, trace to a particular and identifiable UBER ISP subscriber as of the date and time identified in the notice, we will forward a copyright alert to the contact information on file for the subscriber Account, advising the Account holder of the allegation and providing information about online copyright infringement.

If you receive a copyright alert, it is your responsibility to take immediate action to check your internet connected devices and your local network to ensure that you don’t generate additional copyright infringement notices. If, after you receive a copyright alert, we receive additional copyright infringement notices which are traceable to an IP address associated with your Account, we may temporarily redirect your internet access service to a webpage where you will be required to review and acknowledge material on the importance of copyright and the lawful use of content available over the internet. Upon completion of this review, redirection will be discontinued and your service will be restored to normal. After this stage, if we continue to receive copyright infringement notices that are traceable to an IP address associated with your Account, we may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of your UBER ISP Services.

The Account holders' personally identifiable information is protected throughout this process. We will not provide such information to content owners unless required to do so by court order. For more information about UBER ISP's Copyright Alert Program, please go to: <https://uberisp.com/copyright>.

Our policies may be periodically revised and, in addition, we may in our sole discretion voluntarily participate, on terms acceptable to us, in copyright alert and graduated response programs with other stakeholders. By using the UBER ISP Services, you agree that we have the right, but not the obligation, to challenge on your behalf the legitimacy of any notification of copyright infringement which we receive, and you agree to grant us such limited authority as may be necessary to allow for such a challenge.

1.15 Information, Content, Services, And Applications Provided By Third Parties

WE ARE NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT AND WE ARE NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OTHER INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. UBER ISP, its service providers, and its suppliers—in providing information, services, applications, content, or products—do not underwrite, or assume your risk in any manner whatsoever. You agree that your use of third-party information, applications, services, content, or products is at your own risk, for which we're neither responsible nor warrant their safety, quality, or appropriateness and we do not provide customer service, repairs, or other support.

Third-party content or service providers may impose additional charges. Any information you provide to third parties is governed by their policies or terms.

Some services give you the ability to access, view, listen to, interact with, record, and/or store third-party audio and visual content ("Third-Party Content"). You understand that we don't guarantee the access to or availability of any particular Third-Party Content, or the length of time any particular Third-Party Content may remain available. You also understand that Third-Party Content is the copyrighted material of the third-party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third-party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that we will have no liability to you, or to anyone else who uses your UBER ISP Account or your UBER ISP services, with regard to any Third-Party Content.

We reserve the right in our sole discretion to restrict or deny access to any Third-Party Content or other third-party information, application, services, or products.

1.16 Assignment and Third Parties

1.16.1 Assignment:

We may assign this Agreement or parts of this Agreement to any third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising from it without our prior written permission. Upon any assignment of this Agreement by UBER ISP, all references in this Agreement to "UBER ISP" "we," "us," or "our" shall refer solely to the assignee of this Agreement and shall no longer refer to UBER ISP or its affiliates. From the date of an assignment by UBER ISP, we will no longer be your service provider and the assignee

shall be responsible for providing your services. You acknowledge and agree that UBER ISP will have no liability or obligation to you if this Agreement is assigned by UBER ISP, and your recourse for any liabilities or obligations will be solely limited to the assignee of this Agreement.

1.16.2 Third parties:

Except as stated in this Agreement, anyone who uses or benefits from your UBER ISP Services is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

1.17 About this Agreement

1.17.1 Your Ability to Contract:

By agreeing, acknowledging, or signing any agreement or terms and conditions or otherwise activating, using, or paying for any UBER ISP Service – which constitutes acceptance of this Agreement – you’re confirming that you’re over the age of majority and have the capacity to enter into binding contracts. In addition, if you’re using UBER ISP Services on behalf of any entity, such as a corporation or other organization, you’re accepting this Agreement on that entity’s behalf. If that entity has separately entered into a business agreement with us, those business terms control.

1.17.2 Changes to Agreement:

We may add, modify, or delete any terms, conditions, rates, or fees for any UBER ISP Service at any time. We will provide you with notice of changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any incorporated documents) by email, bill insert or message, text or other message, posting on the website for your UBER ISP Service, mail, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for UBER ISP Services after the effective date of the change means you have accepted the change. If we notify you of a materially adverse change concerning an UBER ISP Service during your Service or Programming Commitment, and if you don’t accept the change, you must cancel the UBER ISP Service within 14 days of the notice to avoid an early termination fee, if applicable. Continued use of the UBER ISP Service is your acceptance of any changes.

1.17.3 Conflicting Terms:

This Agreement supersedes any prior agreement between us regarding your UBER ISP Services. In the event of a conflict between this Agreement and an applicable EULA, this Agreement controls unless the EULA specifically states otherwise. The English version of this Agreement is the original one. If there is a conflict between it and any translated version, the English version controls.

1.17.4 Severability:

If any provision of this Agreement is found to be unenforceable, **the remaining provisions will remain in full force and effect.**

1.17.5 Survival:

Although you or we can terminate this Agreement, some terms will continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution (subsection 1.3), disclaimer of warranties (subsection 1.6), limitations of liability (subsection 1.7), indemnification (subsection 1.8), and governing law (subsection 1.12).

1.17.6 Entire Agreement:

This Agreement constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us, either written or oral. This integration clause means that, to the greatest extent permitted by applicable law, you cannot rely on marketing materials or statements or promises by our employees or agents to modify the terms of this Agreement.

1.17.7 Operational Limits/Force Majeure:

Our ability to provide UBER ISP Services to you is subject to the availability and the operational limitations of the equipment and associated facilities, including third-party networks that UBER ISP does not control. You understand and agree that temporary interruptions or delays of UBER ISP Services may occur, and that UBER ISP is not liable for them. In addition, we aren't responsible for interruptions or delays caused by events outside our control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond our reasonable control.

1.17.8 Non-Waiver of Rights:

We may decide not to enforce rights or remedies under this Agreement in specific instances. That decision is not a waiver of any of our rights or remedies.

2.0

UBER ISP Internet Services Platform Terms

These Internet Services Platform Terms govern the Internet Services Platform provisioned by UBER ISP described in Section 2.1 below, including Internet Protocol (IP) based services provisioned over Unified Broadband Ethernet Resiliency Internet Services Platform and, or CloudConnect Bring Your Own Carrier interconnection to the platform by various media types such as copper, copper-fiber hybrid, fiber or wireless networks as well as legacy digital subscriber line (DSL) services (collectively "BYOC"). The Internet Services Platform is currently marketed under the names UBER ISP, UBER ISP CloudConnect, UBER ISP CloudConnect BYOC, and UBER ISP Dedicated, but see Section 6.1. below for a partial list of other names under which these services have been marketed in the past.

Your use of UBER ISP Internet Services Platform is governed by these UBER ISP Internet Services Platform Terms, as well as your Customer Service Summary or Order Confirmation letter Terms of Use at uberisp.com/legal), UBER ISP's Policies for Considering Copyright Infringement Claims (at uberisp.com/copyright), the Internet Fee Schedule (available at uberisp.com/legal for business customers) ("Internet Services Platform Fee Schedule"), along with the applicable policies and additional terms which UBER ISP makes you aware of.

In these UBER ISP Internet Services Platform Terms, "UBER ISP" or "we" refers to the UBER ISP affiliate for your service and location identified in section 2.1 and "you" refers to the Account holder, Sub-Account holder, and any Authorized User(s), as those terms are defined in Sections 2.3.1 and 2.3.2.

These UBER ISP Internet Services Platform Terms are based on four general principles.

- (1) We support our customers' right to free expression.
- (2) We will give our customers clear notice of any meaningful limitations on the Services.

- (3) We will give our customers clear information about the experience they can expect when using the Services.
- (4) We will provide consumer Internet Services Platform in discrete, non-overlapping product tiers.

If the location to which your Internet Services Platform is provisioned is in a multi-tenant environment (e.g., an apartment building or condominium, sometimes referred to herein as a “MTU”), provision of your Internet Services Platform may be subject to other terms and conditions imposed by the owner and/or manager of the MTU (e.g., a landlord or home owners’ association). You will need to refer to the owner/manager of your particular MTU for more information regarding any MTU specific terms which may apply.

2.1 Trade Names, and Your UBER ISP Internet Services Platform

UBER ISP Internet Services Platform is marketed under various trade names. In these Service Terms, UBER ISP, CloudConnect include those services which have been marketed as UBER ISP Dedicated, CloudConnect Elite, CloudConnect Pro, CloudConnect Base, Internet Services Platform .

2.2 Internet Services Platform Description

2.2.1 Service Description:

UBER ISP Internet Services Platform offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly to UBER ISP’s network. Unless otherwise specified, UBER ISP Internet Services Platform include the following:

2.2.1.1 Site Access / E-Mail Services:

Access to uberisp.com and related services, including an e-mail account for the Account holder and any Sub Accounts, is generally included with your Internet Services Platform. Such access will be subject to the uberisp.com Terms of Use found at uberisp.com/legal. By utilizing such access, including accessing the included e-mail account(s), you are agreeing to be bound by the terms thereof.

2.2.1.2 DNS Services / DNS Error Assist:

Domain Name System (or DNS) services translate domain names into the numerical IP addresses needed for locating and identifying computer services and devices within the underlying network protocols commonly used to organize the internet. The DNS Services include DNS Error Assist, which upon entry of an incomplete or inaccurate Web address will automatically search for similar or related terms and present you with suggested sites you may want to reach instead of providing only an error message. If you prefer to opt out of DNS Error Assist, you may do so by visiting uberisp.com/legal from your desktop or from your mobile Web browser.

2.2.1.3 IP Addresses:

Unless otherwise specified, UBER ISP Internet Services Platform is provided with a dynamic Internet Protocol (“IP”) address, a static IP address, a multiple static IP address service (as applicable), or a privately managed IP address utilizing CGNat (Carrier Gateway NAT or Carrier Gateway Network Address Translator) technology, at the sole discretion of UBER ISP. Static IP addresses are not available with all UBER ISP Internet Services Platform or all tiers within certain UBER ISP Internet Services Platform. Unless otherwise specified, a dynamic IP address is a single internet address intended for use with a single Account, served by a single modem or gateway, and a static IP

address or multiple static IP address is intended for use with a single computer or a network of devices, computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. Unless otherwise specified, UBER ISP Internet Services Platform will support both IPv6 and IPv4 Internet addresses; however, to reach IPv6-exclusive internet content, some of your equipment may require upgrades or replacement. For more information about IPv6 and how it affects you, visit uberisp.com/blog. The manner by which UBER ISP will elect to support IPv6 or IPv4 and the technology used to do so shall be at UBER ISP's sole discretion and UBER ISP cannot guarantee that every third party service will be fully compatible with the technology that UBER ISP elects to employ for a particular purpose. For more information about UBER ISP's Network Management Practice, please visit UBER ISP's Information page at uberisp.com.

2.2.1.4 Interconnection:

Because the internet consists of multiple interconnected networks and most internet end points (e.g., websites and other content providers) are not directly connected to UBER ISP's network, UBER ISP must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from internet end points that are connected to those networks. To that end, UBER ISP has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, UBER ISP does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent UBER ISP is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. These impacts on your service performance are described in more detail in UBER ISP's Open Internet notice. UBER ISP therefore makes no promise express or implied that you will be able to upload data to or download data from internet end points connected to other networks at any particular speed.

Like the other networks that make up the internet, UBER ISP's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among UBER ISP's subscribers. UBER ISP manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

2.2.2 "Speed" of Internet Services Platform , Technology and Data Usage:

UBER ISP offers many internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

2.2.2.1 UBER ISP Speed Tiers Page:

The current speed ranges UBER ISP offers may be found on UBER ISP's Speed Tier page at uberisp.com, which identifies the downstream and upstream rates at which your "Connection" (as that term is defined below) transfers Internet Services Platform data between the network interface device at your home, office, or apartment building to the point you connect to the UBER ISP platform.

2.2.2.2 Link:

Because service performance varies on an end-to-end basis, the service capability speeds of UBER ISP are limited to, and measured between, the equipment utilized to provision your Internet Services Platform at the fixed address or location you identified when ordering the Internet Services Platform and a point on the UBER ISP platform, sometimes referred to as the “Link” or your “Internet Services Platform Link.” The Link constitutes two segments of the end-to-end transmission path connecting the end user to internet web sites or content peering points.

2.2.2.3 Expected Speeds:

Because there are many factors which may impact the speed experienced by any particular internet user at any particular time (as described in more detail below), the “Expected Speed” represents an anticipated, theoretical speed of the Link, based on network design and engineering, measured over time. At any moment in time, a particular observed speed will vary from the Expected Speed. However, UBER ISP manages its wired internet network toward an overall median speed consistent with the Expected Speed. Wireless networks are generally subject to greater variability as a result of environmental factors beyond UBER ISP’s control, so it may not be possible to provide Expected Speeds for services which are delivered over a wireless network.

2.2.2.4 Technology:

Unless otherwise expressly agreed to the contrary, UBER ISP makes no warranty with regard to the technology used to provision any particular Internet Services Platform. Notwithstanding any description that may be furnished for a particular Internet Services Platform, UBER ISP reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any Internet Services Platform. So long as the essential functionality of the Internet Services Platform from a user perspective is not negatively impacted in a material way by any change in technology, UBER ISP has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the Internet Services Platform you have purchased.

For any particular Internet Services Platform, the technology utilized to provision different portions of the Service may vary significantly. In those circumstances, and unless otherwise expressly agreed to the contrary, UBER ISP shall only be responsible for the technology utilized to provision the Link. As discussed in further detail below, UBER ISP has no control over, and makes no warranties with respect to, the technology within the premises to which the Internet Services Platform is provisioned (e.g. the inside wiring, local Wi-Fi, home network and/or local access network). UBER ISP further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

2.2.2.5 Other Factors that Impact Speed:

In addition to issues presented by the various technologies over which an internet access may operate on an end-to-end basis, end-to-end performance of your Internet Services Platform will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the internet; Wi-Fi connectivity; interference with high frequency spectrum on your line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of internet data); and the networks you and others are using when communicating over the platform. In

addition, your use of other UBER ISP services (such as Content Streaming, Unified Communications Platform, Unified Messaging, and other services) that may share the capacity of your Link with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service.

In addition, Internet Services Platform delivered over wireless networks may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, congestion from other users, system capacity, network management, power outages, coordination with other systems, equipment or infrastructure damages or modifications and repairs, proximity of antennas and/or towers, the location and rotation of antennas, tower outage or site outage, maintenance work at a tower or antennae site, blockage of or interference with the signal between the end user premises and the tower or antennae, problems with the facilities of interconnecting carriers and/or power outages.

Consequently, UBER ISP does not guarantee the performance of your service on an end- to-end basis. This is also why third party speed tests which include other portions of the overall internet connection beyond the Link itself may yield results which are outside the expected speed range for your particular service plan on the Speed Tier page. UBER ISP expressly disclaims any warranty with respect to the outcome of these third party speed tests.

2.2.2.6 Download vs Upload Speeds:

The term “download” generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from “surfing” the internet to downloading a file to streaming video. The term “upload” generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the “speed” of an Internet Services Platform will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, UBER ISP makes no guarantee that the upload speed of a particular Internet Services Platform will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, as set forth on the Speed Tier Page, many Internet Services Platform have expected upload speeds which are lower than the comparable expected download speeds. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Services Platform will vary greatly from time to time and day to day.

2.2.3 Availability and Service Changes:

2.2.3.1 Availability:

UBER ISP Internet Services Platform are not available in all areas, and may not be available at certain speed tiers (or at all) at your location, even if our initial testing, an UBER ISP website and/or any sales representative or other personnel associated with UBER ISP indicated that your location qualified for a particular speed tier or Service. If your location is situated in an MTU, availability of any particular Internet Services Platform may depend upon the owner and/or manager of the MTU agreeing to grant UBER ISP access to the MTU and/or to your particular location.

The availability of any Internet Services Platform may also be subject to various limitations upon the capacity of the various technologies utilized in UBER ISP’s network to support a given number of customers on any particular Internet Services Platform and/or speed tier in a given area (“Capacity Limitations”). Some UBER ISP Internet Services Platform service area are more likely to be subject to Capacity Limitations. When a particular part of UBER

ISP's network is approaching a Capacity Limitation, it can be very difficult for UBER ISP to predict exactly when or how that Capacity Limitation will impact upon the availability of a particular Internet Services Platform to a particular location. This may mean that, although a certain location may be theoretically capable of receiving the Internet Services Platform in question, Capacity Limitations at the time a particular order is placed may mean that a particular Service is not available to a particular location. This can even occur between the time that a Service is ordered and the time that the Services is installed / fulfilled, resulting in a Service that was shown as being available to a particular location at the time an order was placed no longer being available at the time of installation. As discussed in Section in more detail with respect to particular Services below, Capacity Limitations may also mean that if a Service is terminated at any location for any reason whatsoever, it may not be possible to restore or renew that Service at that location.

UBER ISP also reserves the right, in its sole discretion, to stop offering some or all UBER ISP Services at a particular location, whether because UBER ISP has or expects to lose necessary access rights to the equipment required to deliver a particular service to that location or UBER ISP has otherwise determined that it is no longer in UBER ISP's best interests to offer a particular service or services to that location. UBER ISP may do this either by terminating current service(s) to the location, pursuant to Section 6.5 below, or by removing the location from eligibility for the purchase of new service(s) ("Grandfathered"). If a service to a particular location has been Grandfathered, current service(s) may not be interrupted but if service is suspended or terminated at that location for any reason UBER ISP will not be able to guarantee that service will be renewed or restored at that location. New service at that location may not be available for purchase from UBER ISP or the service available may be substantially different from the service that has been Grandfathered.

For all those reasons, UBER ISP makes absolutely no guarantee as to the availability of any Internet Services Platform at any location.

2.2.3.2 Service Changes and Technology Conversions:

UBER ISP may modify or discontinue any Internet Services Platform Services, temporarily or permanently, and will publish the terms and conditions for temporary changes (which are incorporated into this Agreement) at uberisp.com/legal. UBER ISP also will endeavor to provide you with reasonable notice of material changes to your Internet Services Platform. Your continued use or subscription to Internet Services Platform after the effective date of the change constitutes acceptance of the change and any associated terms and conditions. In addition, if UBER ISP determines to provision Internet Services Platform at your location utilizing a different technology, we will evaluate whether the conversion can occur without noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If so, we may elect to proceed with the conversion without prior notice to you. Otherwise, we will endeavor to provide you with up to thirty (30) days' advance notice of the conversion. Following that period, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

As part of any conversion, we may, in our discretion, discontinue the particular Internet Services Platform you are currently receiving and make available to you an alternate Internet Services Platform of comparable or better Speed at the then applicable rates, terms, and conditions, which may differ from your previous Internet Services Platform rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your overall price will increase as a result of this conversion, taking into account all applicable credits and discounts, you will not have to pay any applicable Early Termination Fee if you elect to cancel your Internet Services Platform within the period specified for doing so on your updated Customer Service Summary or Confirmation Letter.

Your new Internet Services Platform may require different or additional equipment in order to fully utilize. If so, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Internet Services Platform and/or new equipment.

2.2.4 Networking / Wi-Fi:

2.2.4.1 Inside Wiring:

When ordering UBER ISP Internet Services Platform, you will be responsible for providing any copper wire or fiber optic cable required for local networking purposes within your premises ("Inside Wiring" or "IW"), including any copper wire or fiber optic cable between the UBER ISP network termination interface at your location and the internet gateway (WG) equipment that will be located at your premises as well as any wiring or cabling you may choose to use to connect internet enabled devices to the internet gateway (WG). In most cases, the IW will already be present in your existing locations, however you will be responsible for providing any additional IW which may be required. If additional IW is required, you may have the option of ordering IW from UBER ISP or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by UBER ISP Technicians before you order UBER ISP Internet Services Platform. If IW service is ordered from UBER ISP, it is your sole responsibility to obtain landlord permission or approvals for such IW.

2.2.4.2 Disclaimer of Warranties:

The condition of the IW over which your Internet Services Platform is transmitted within your premises will impact the performance of the Internet Services Platform, including with respect to speed, reliability, and latency. You are solely responsible for the condition of any IW and UBER ISP expressly disclaims any responsibility for it. If IW is provided by UBER ISP, upon completion of installation you will have full ownership and responsibility for that IW. **Regardless of whether you or UBER ISP provides or installs IW, to the greatest extent permitted by applicable law, UBER ISP makes no warranty to you or any other party for any work or materials constituting or associated with IW. UBER ISP expressly disclaims any warranty of merchantability or fitness for a particular use, and UBER ISP has no responsibility to maintain, update, repair, replace, de-install, or remove any installed IW.**

2.2.4.3 Office Wi-Fi / Local Wi-Fi:

Depending upon the Internet Services Platform you purchase, your Internet Services Platform may include Wi-Fi enabled networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Services Platform ("Wi-Fi," or for business customers, "Local Wifi"). UBER ISP may also make available additional, optional internet related equipment for sale or lease in connection with your Service, such as various types of networking equipment (ex: Wi-Fi Extenders). Unless otherwise expressly specified to the contrary, any amounts for the purchase or lease of this additional equipment will be separate from and in addition to amounts payable for your Service. Use of such additional equipment may be subject to additional terms and conditions as specified in connection therewith.

In order to use Wi-Fi or Local Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Wi-Fi or Local Wi-Fi. Actual Wi-Fi or Local Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-

Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Wi-Fi or Local Wi-Fi is designed to provide you with the highest speed available from your network at any given point in time, subject to the many different factors that can affect network performance. UBER ISP's most recent generation of Wi-Fi Equipment generally supports the Wi-Fi 6 (IEEE 802.11ax) standard and is compatible with older Wi-Fi (IEEE 802.11 a/b/g/n/ac) standards, although older Home Wi-Fi Equipment may only support older standards. The theoretical maximum speed you may be capable of achieving from your Wi-Fi will depend heavily on which Wi-Fi (IEEE 802.11) standard is supported by the Wi-Fi Equipment you have as well as which Wi-Fi (IEEE 802.11) standard is supported by the particular device you are utilizing. (By way of example only, Wi-Fi 1 (IEEE 802.11b) offers a theoretical maximum of 11 Mbps while Wi-Fi 6 (IEEE 802.11ax) offers a theoretical maximum of over 1 Gbps. Even if the Wi-Fi Equipment at your location is capable of supporting Wi-Fi 6 (IEEE 802.11ax), if you are utilizing an older device that is only capable of supporting the older Wi-Fi 1 (IEEE 802.11b) standard, your theoretical maximum speed will be limited to 11 Mbps.)

Although the Wi-Fi 1-6 (IEEE 802.11 a/b/g/n/ac/ax) standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order UBER ISP Internet 100, with a download Expected Speed of 100 Mbps according to the UBER ISP Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the Wi-Fi 6 (IEEE 802.11ax) standard with a theoretical maximum speed of over 1 Gbps, the theoretical maximum internet download speed with your device connected to your Home Wi-Fi would not be expected to exceed 100 Mbps.)

2.2.4.4 Network Management and Security:

UBER ISP reserves the right to manage remotely any equipment used to access any Internet Services Platform, whether that equipment is connected via a wired or wireless connection. That may include facilitating the connection of that equipment, monitoring traffic for potential issues, managing applicable settings and/or remotely updating software or firmware. Nonetheless, you remain ultimately responsible for all security measures over your internal network, including any Inside Wiring, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required.

UBER ISP may provide you with tools or software to assist you in managing one or more aspects of your network (including apps like UBER ISP's Manager and network based services like UBER ISP Security, which software would then be included in the term "Software" as used herein below). UBER ISP may also make available additional, optional security or network management applications for sale or subscription in connection with your Service. Unless otherwise expressly specified to the contrary, any amounts for the purchase or subscription of these additional services will be separate from and in addition to amounts payable for your Internet Services Platform. Use of such additional services may be subject to additional terms and conditions as specified in connection therewith.

Your use of tools, features and/or software made available to you by UBER ISP is at your own discretion and you remain ultimately responsible for all aspects of your network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your UBER ISP Internet Services Platform via your network and/or Wi-Fi and any devices or equipment you may elect to connect to your network and/or Wi-Fi.. For that reason, UBER ISP recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your UBER ISP Internet Services Platform and your local network by anyone accessing your network, especially children.

2.2.5 Nationwide Wi-Fi Hot Spots (For Internet):

Access to UBER ISP's nationwide network of Wi-Fi Hot Spots may be available to you as part of the Service, and the UBER ISP Wi-Fi Hot Spots will provide you with access to the internet via certain UBER ISP Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using a Wi-Fi Alliance (IEEE 802.11) standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public internet for e-mail and web browsing or other purposes consistent with the UBER ISP Wi-Fi Terms of Service, which may be found at uberisp.com/GlobaFi. In order to gain access to the Internet at a Location, you may need your Account information, including your Member ID. The UBER ISP Wi-Fi Terms of Service will govern your use of UBER ISP Wi-Fi Hot Spots.

2.3 Registration and Membership

2.3.1 Account Holder:

When you complete the registration process for the Service, you become the Account holder. To be an Account holder, you must either be: (i) 18 years or older, if an individual, or (ii) be a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement and acting through your duly authorized representative. You will be asked to choose a unique "Member ID" for your account.

2.3.3 Account Holder Responsibility:

The Account holder is responsible for all activity associated with the Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Account or the Sub Accounts. Use of Member ID subjects you to the UBER ISP Access ID Terms and Conditions (available at uberisp.com/legal), which are incorporated herein by reference.

2.3.4 Registration Data:

All information that you provide to UBER ISP must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the UBER ISP Member Center by going to uberisp.com/client_zone.

2.3.5 Password Protections:

Your Account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify UBER ISP if your password or passcode has been compromised and/or you wish to remove an authorized user from your Account.

2.4 Pricing

In return for receiving UBER ISP Internet Services Platform, you promise to pay—and agree that we may charge your credit or debit card on file with us—the charges described in subsection 1.9, the Internet Fee Schedule, and the following charges:

2.4.1 Monthly Service Charges, Term Plans, and Bundle Discounts:

Billing commences when UBER ISP has provisioned your Internet Services Platform. During each monthly billing cycle, you will be billed in advance, at our rates in effect at the time, for all UBER ISP Internet Services Platform you order. When you purchased the UBER ISP Internet Services Platform, you agreed to a specific monthly price and plan, which may have included a term for the Service of one or more years (“Term Plan”). Some plans may offer a discount on the Service if you sign up for other UBER ISP services (“Bundle Discount”). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-current price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the UBER ISP services that you were required to purchase to receive the special rate; or (4) UBER ISP exercises a right under this Agreement to terminate your Account’s (or any associated Sub Account’s or Authorized User’s) use of the Service.

2.4.2 Early Termination Fees:

If before the end of any applicable term, either you cancel your Internet Services Platform or we terminate it for misconduct pursuant to subsection 1.5, you will be subject to any early termination fee specified in your Customer Service Summary, Order Confirmation Letter, or applicable fee schedule.

2.5 Termination or Cancellation of Service

2.5.1 Suspension and/or Termination upon Loss of Access:

Upon any interruption or loss of either your or UBER ISP’s rights to access any part of the network facilities required to provide your Internet Services Platform, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, UBER ISP may, in its sole discretion, suspend or terminate all or any portion of your Internet Services Platform. In general and where applicable, UBER ISP will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord, and/or building manager providing all customary, reasonable, and necessary rights and permissions to allow UBER ISP access to the network facilities necessary to provide your Internet Services Platform. UBER ISP makes no representation and can’t guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Internet Services Platform or any particular grade of Internet Services Platform, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, UBER ISP will endeavor to provide you with reasonable advanced notice of any suspension or termination of Internet Services Platform. However the timing of any suspension or termination, as well as the timing of any resumption of UBER ISP Internet Services Platform, are entirely at UBER ISP’s reasonable

discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended due to a loss of access.

2.5.2 Suspension and/or Termination due to Capacity Limitations:

Where a service is subject to Capacity Limitations, events may occur which are outside of UBER ISP's control which may restrict network capacity to the point where UBER ISP is unable to continue to provide a particular Internet Services Platform to certain locations where particular Capacity Limitations apply or which may result in a degradation of the capacity or speed of Internet Services Platform provided to certain locations (each a "Capacity Limitation Event"). UBER ISP will utilize available network management practices in order to mitigate against the occurrence of a Capacity Limitation Event and to continue to provide Internet Services Platform to any locations impacted by a Capacity Limitation Event. However, restrictions on UBER ISP's ability to apply network management practices may mean that a Capacity Limitation Event is unavoidable. Upon the occurrence of a Capacity Limitation Event impacting your location, UBER ISP may, in its sole discretion, suspend or terminate all or any portion of your Internet Services Platform or may continue to provide Internet Services Platform at a reduced capacity or a lower speed. In the event of any anticipated interruption, loss of access, or degradation of service due to a Capacity Limitation Event, UBER ISP will endeavor to provide you with reasonable advanced notice of any suspension, termination, or degradation of Internet Services Platform and may also offer alternative forms of Internet Services Platform where available. However, the timing of any suspension, termination, or degradation, as well as the timing of any resumption of UBER ISP Internet Services Platform, are entirely at UBER ISP's reasonable discretion. In general, and unless otherwise specified, billing will be suspended for your monthly charges while your Service is suspended due to a Capacity Limitation Event.

2.5.3 Suspension and/or Termination as part of Technology Conversion:

When and/or if you are selected for conversion to a more updated Internet technology, we will evaluate whether the conversion can occur without noticeable interruptions during normal business hours. If we determine that interruptions are likely or unavoidable, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your current service or temporarily suspend your service for up to fifteen days. Refusal to reasonably facilitate conversion, including by refusing to schedule an appointment to allow our technicians to complete necessary updates to UBER ISP Equipment and/or network facilities at your location, may result in the termination of your service.

2.5.4 Restoral Fee and Payment of Past Due Amounts:

If either you or UBER ISP suspends a Service for any reason set forth herein (other than due to UBER ISP's loss of access, a Capacity Limitation Event, or a conversion from older Internet Technology), you must make satisfactory arrangements to pay all past due amounts in order to have that Service restored. You will also be required to pay a Service Restoral Fee of no more than \$50 per incident of suspension or termination of a particular Service (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedules at uberisp.com/legal to determine the Restoral Fee amount applicable to your particular Service(s). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service.

2.6 Payment

2.6.1 Method of Payment:

Your monthly charges may be billed via a monthly UBER ISP bill or to a credit card. UBER ISP Internet customers will automatically receive an online bill unless you specifically notify us that you want to receive a paper bill by calling 877.823.7477.

2.6.2 Online Billing:

You must register online to establish a personal UBER ISP account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal UBER ISP account (username and password required).

2.7 Equipment & Software

2.7.1 Customer Equipment:

Other than the equipment and/or software provided to you by UBER ISP for use with the Service (collectively, the "UBER ISP Equipment"), you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by UBER ISP, including batteries, is not the responsibility of UBER ISP, and UBER ISP will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or UBER ISP, UBER ISP reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment, the data, or settings while you continue to receive the Service.

2.7.2 UBER ISP Equipment:

Any UBER ISP Equipment, including modems, routers, antennas, or gateways, will be either a new or a fully inspected and tested refurbished unit.

UBER ISP will repair or replace damaged UBER ISP Equipment as UBER ISP deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings, or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by UBER ISP or its subcontractors to your premises when a service request results from causes not attributable to UBER ISP or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by UBER ISP. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by UBER ISP, you will be responsible for the price of repair or replacement.

If the UBER ISP Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by UBER ISP, you will be responsible for the price of repair or replacement. Any tampering with the UBER ISP Equipment, including, for example, opening and attempting to modify the Equipment will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use and not for any other purpose (such as on another UBER ISP network, or on another provider's (non-UBER ISP) network). You agree to use appropriate and reasonable care in using all UBER ISP Equipment.

2.7.3 Access and Installation of Equipment:

You will provide UBER ISP and its subcontractors with reasonable access to your premises in order to install, maintain, repair, and/or update the Internet Services Platform, and you authorize any other Adult resident or guest at your residence (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. You understand and agree that UBER ISP may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, repair, and/or update the Internet Services Platform. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow UBER ISP and its subcontractors reasonable access to install, maintain, repair, and/or update the Internet Services Platform and to make any alterations UBER ISP deems appropriate for the work to be performed.

You acknowledge that UBER ISP may use existing wiring, including altering the wiring and removing accessories, located within your unit. You warrant that you own or control the Inside Wiring, and give UBER ISP permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify UBER ISP 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.

2.7.4 Power and Battery Backup:

The UBER ISP Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, UBER ISP will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility. You may choose to purchase battery backup for your UBER ISP Equipment from third party manufacturers or retailers. For more information and minimum specifications visit uberisp.com/blog.

You also agree to be solely responsible for determining when backup batteries for any UBER ISP Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit uberisp.com/blog.

Note that UBER ISP Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Internet Services Platform as well as any additional services that use the UBER ISP Connection for transport (e.g. Voice over IP including e911) or require an internet to operate properly. UBER ISP will have no liability for loss of any service(s), whether provisioned by UBER ISP or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the UBER ISP equipment.

2.7.5 Theft or Misuse:

You agree to notify UBER ISP immediately, in writing or by calling the UBER ISP customer support line, if the UBER ISP Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the UBER ISP Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen UBER ISP Equipment not owned by you, however, UBER ISP may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to UBER ISP of theft in a timely manner may result in the termination of your Services and additional charges to you.

Unless notified otherwise by UBER ISP, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

2.7.6 Return of UBER ISP Equipment:

Except as otherwise provided, UBER ISP Equipment must be returned to UBER ISP undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If Equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the UBER ISP Equipment within this time period. If all UBER ISP Equipment is returned within six (6) months of termination, any fees charged for such UBER ISP Equipment will be refunded (other than fees for damages). No refunds will be made for UBER ISP Equipment returned more than six (6) months after termination. This subsection also applies if your existing Equipment is replaced or upgraded for any reason.

2.8 Account Security

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to change your password periodically, ensure that you exist from your Account at the end of each session, and immediately notify UBER ISP if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Account or any Sub Account, password, Member ID, or any credit or charge card number provided to UBER ISP by calling:

- 877.823.7477 for UBER ISP subscribers, and UBER ISP Dedicated (Business and Consumer); and

There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

In addition, you agree not to use any other user's account, Member ID, or password at any time without the express permission and consent of the holder of that account, Member ID, or password. You may not transfer or assign your Account and have no right to a particular Member ID, IP address, or other information or identifier we assign to you.

2.9 Restrictions on Use

2.9.1 No Resale:

The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless, or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("hotspots") or any other public use of the Service, or for any high-volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of UBER ISP.

2.9.2 Network Management:

UBER ISP reserves the right to engage in reasonable network management practices, to protect its platform network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that UBER ISP may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that UBER ISP adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

2.10 Data Management / Content

2.10.1 Data Management:

You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. UBER ISP is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

2.10.2 Content:

You, and not UBER ISP, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service ("User Content").

UBER ISP does not claim ownership of User Content. However, with respect to User Content you submit or otherwise make available via your Internet Services Platform, you grant UBER ISP a nonexclusive, unrestricted, irrevocable, worldwide, sublicensable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, to such User Content.

UBER ISP may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of UBER ISP, other end users, and the public.

2.11 Customer Service Support

UBER ISP provides free basic customer care for Service purchased from UBER ISP and covered under this Agreement. Although UBER ISP reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as UBER ISP deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 6.7.2 above), UBER ISP does not provide support for devices that access the Service under this Agreement.

2.12 Contact Information

Unless otherwise specified in this Agreement, notices by Members to UBER ISP must be given by calling: for (UBER ISP subscribers Business and Consumer) (877.823.7477), for UBER ISP Dedicated subscribers (Business only) (941.499.3599).

2.13 UBER ISP Cloud Internet Services Platform

2.13.1 UBER ISP Cloud Internet Services Platform:

“UBER ISP Cloud Internet Services Platform” refers to any Internet Services provided entirely through a mesh of cloud interconnected peering points, wired Internet Protocol technology, whether copper based or optical fiber based, and generally encompasses those services marketed as “UBER ISP CloudConnect,” “UBER ISP Dedicated,” UBER ISP Cloud Internet Services Platform does not include services which use Asynchronous Transfer Mode technology instead of Internet Protocol technology, such as DSL. The terms in this Section 6.13 apply to customers purchasing and/or receiving UBER ISP Cloud Internet Services Platform and supersede any conflicting terms contained in the rest of these Internet Access Service Terms with respect to your UBER ISP Cloud Internet Services Platform.

2.13.2 Additional Equipment for UBER ISP Cloud Internet Customers:

UBER ISP will make available to you certain equipment, which may include one or more of the following:

- a Wi-Fi Gateway (“WG”) located inside your premises;
- an [Optical Network Terminal](#) (“ONT”) where UBER ISP’s fiber network terminates, which may be located inside your premises, on the outside of your premises, in your garage, or in a central location in a MTU environment; and
- an [virtual Wide Area Network Interface Device](#) (“vWANID”) (which provide your services if you do not have a gateway),

all of which are herein collectively referred to as “Internet Equipment,” required for your Service. If you have not purchased Internet Equipment from UBER ISP or if previously purchased Internet Equipment is beyond the one-year (1-year) warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other UBER ISP services. Equipment fees and purchase options depend on the UBER ISP Services and/or rate plans you order and the installation options you choose.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the internet wirelessly. Smartphones, tablets and laptops are common devices that access the internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup. UBER ISP will install the WG. Once the WG has been installed by UBER ISP, you may not move the WG to a different location or reposition at your address or any other address. Our latest WGs combine the WG and the ONT into a single device, but many older WGs still require a separate ONT to operate.

UBER ISP may also make available additional, optional internet related equipment for sale or lease in connection with your Service, such as various types of networking equipment (ex: Wi-Fi Extenders). Unless otherwise expressly specified to the contrary, any amounts for the purchase or lease of this additional equipment will be separate from

and in addition to amounts payable for your Service. Use of such additional equipment may be subject to additional terms and conditions as specified in connection therewith.

2.13.3 Return of Equipment:

If your Internet Services Platform is provided by a vWANID, you should not return the vWANID as it is a subscription service. UBER ISP is the owner of the WG and any other UBER ISP Equipment. Upon termination of your Internet Services Platform for any reason, UBER ISP shall remain the owner of the WG and any other UBER ISP Equipment. Unless we tell you otherwise in writing, you must return the WG and any other UBER ISP Equipment, undamaged, within 21 calendar days to UBER ISP. If the WG or any other UBER ISP Equipment is not returned within 21 calendar days, or is returned damaged, you may be charged for the replacement value of the WG or other UBER ISP Internet Equipment and/or the applicable Equipment Non-return Fee. Return of any additional and/or optional equipment may be subject to different rules or requirements than the Internet Equipment which will be communicated to you at the time of purchase and/or return.

3.0 Business Internet Services Platform

The following additional terms apply to customers purchasing and/or receiving Business Internet Services Platform , including UBER ISP CloudConnect, UBER ISP Dedicated. In the event of a conflict between these terms and terms elsewhere in Sections 1 or 6 of this Agreement, the following terms will apply solely with respect to Business Internet Services Platform .

3.1 Inside Wire

In addition to the terms above in Section 6.2.4 (including the disclaimer of warranties), for UBER ISP Internet for Business (fiber-based only), any determination of whether IW work will be provided by you or UBER ISP will be made at the time the installation technician is dispatched and surveys the job.

3.2 Service Guides

If you are an UBER ISP CloudConnect or Dedicated subscription customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:

- uberisp.com/legal (UBER ISP CloudConnect, Dedicated subscriber)

3.3 Reimbursement for Time, Materials and Expenses

If, before the service commencement date, either you cancel an order for or terminates any Business Internet Services Platform or service component (other than as permitted for default by UBER ISP) or UBER ISP cancels an order for or terminates any such Service or service component for cause, you will reimburse UBER ISP for time, materials, and expenses incurred before the effective date of such cancellation or termination, plus any third-party charges resulting from the cancellation or termination.

3.4 Arbitration Agreement

If you are a Business Internet Services Platform customer, all disputes between us will be resolved through binding arbitration as prescribed by Section 1.3.

===ENDOFDOCUMENT===