



## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT, which includes the terms and conditions below and the Service Schedule(s) and any other attachments hereto (the "Agreement"), is between **Cloverleaf Networks**, and Arizona Limited Liability Company, ("Cloverleaf"), with its principal place of business being 2730 W Agua Fria Fwy Suite 106 Phoenix, AZ 85027, and any person or entity utilizing such services or to which Cloverleaf is providing the services ("**Customer**"). This Agreement provides the general terms and conditions that apply to Customer's purchase of communications services ("**Service**"). This Agreement will be effective as of the date the initial Sales Order is executed by Customer and accepted by CLOVERLEAF (the "**Effective Date**").

### ARTICLE 1. SERVICES

**1.1 Services.** All Services performed by Cloverleaf shall be subject to the terms and conditions of this Agreement. By this reference, this Agreement is attached to, incorporated and made a part of the Order Form (a "Order Form") prepared by Cloverleaf or one of its sales representatives and executed by Customer. Any capitalized terms not defined herein shall have the meaning given to them in the Order Form. Any use of the Services by Customer shall constitute acceptance of this Agreement and any related Order Form. Customer shall receive the Services without the right of resale or distribution, and in accordance with applicable law and the terms of this Agreement. Customer may not sell, resell, sublease, assign, license, or sublicense the Services or any component thereof or use or offer the same on a service-bureau or time-sharing basis. Cloverleaf and its suppliers may, from time to time and without liability, interrupt Services for maintenance and other operational reasons, and Customer shall not receive any compensation for such interruptions. Cloverleaf reserves the sole and exclusive right at any time to determine, limit or revise its Service area or to discontinue any Service or product without liability. Customer agrees that IP addresses are not guaranteed, transferable or provided for further distribution.

**1.2 Products and Services.** Cloverleaf may provide one or more of the following Products or Services based on the Customer's completion of the Order Form, and all Products and Services provided by Cloverleaf shall fall into one of the following categories, as determined by Cloverleaf in its sole discretion:

- a. "**Managed Services**" - Includes network engineering and strategy consultation, custom integration development, managed wireless networks, managed IP phones, managed switches, managed IADs, managed WIFI, managed remote VPN, other managed devices, and similar Services.
- b. "**Network-as-a-Service**" - Network and/or internet connectivity, including ethernet, fiber, broadband, wireless access, and/or T1/NxT1 and similar Services.
- c. "**SDWAN**" - Software-defined cloud networking services and similar Services and/or similar Products.
- d. "**Security**" - Managed network security services and similar Services and/or similar Products.
- e. "**Software**" - Use of the "Cloverleaf" Product, a software-as-a-service platform, for cloud and productivity management and similar Products and Services.
- f. "**Voice Services**" - Business-class voice over IP ("VoIP") services or similar Services

**1.3. Customer Equipment and Obligations.**

a. **Responsibility.** Cloverleaf is not responsible for the compatibility, provisioning, configuration, maintenance, or management of, or internal equipment for, Customer's information technology infrastructure, including personal computers or other equipment, networks, electronic systems, hardware or software (collectively, "CPE") that may be necessary to make such CPE compatible with the Services. Customer shall retain sole control over the operation, maintenance, access, use, management, compatibility, etc. of CPE. Customer is solely responsible for ensuring that CPE complies with compatibility guidelines provided by Cloverleaf and shall maintain and repair CPE as necessary for Cloverleaf to provide the Services. If Customer determines after Installation that such CPE is not compatible with the Cloverleaf network, Customer may:

- i. Terminate this Agreement or a particular Service, in which

case Customer will be liable for all applicable Termination Fees (defined below) that may apply; or

- ii. Request that Cloverleaf provide a Cloverleaf Product in lieu of CPE, in which case Cloverleaf will charge Customer Cloverleaf's then standard fee or price for such Product and charge Customer for the field service technician fee(s) required to install or setup such Product.

b. **Warranty Disclaimer.** In addition to the warranty disclaimers elsewhere in this Agreement, Cloverleaf explicitly disclaims any and all warranty or maintenance responsibility for CPE. Any warranty claims, maintenance, or repairs for CPE, or the cost thereof, will be the sole responsibility of Customer. However, if Customer had initially purchased such CPE through Cloverleaf, Cloverleaf will honor any remaining warranty pursuant to the terms of this Agreement. Cloverleaf is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

c. **Trouble Ticket for CPE.** If Cloverleaf dispatches a field service technician (a "Service Tech") in response to a complaint made by a Customer regarding any Service (a "Trouble Ticket") ultimately determined by Cloverleaf to be the result of CPE, Cloverleaf will charge Customer a CPE Dispatch Fee (defined below) for services performed by the Service Tech. For the avoidance of doubt, Customer will not receive any Service Credits (defined below) if CPE is determined by Cloverleaf to have contributed to the event for which Customer is requesting such Service Credit.

**1.4. Third-Party Authorizations.** Certain software necessary to utilize the Services may require Customer to accept additional terms and conditions required by the third-party providers of such software; Customer shall comply with any such additional terms and conditions.

**1.5. Access and Data.** Customer shall be solely responsible for safeguarding any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services ("Access Credentials") and may be unable to access its files in the event any Access Credential is lost, forgotten, misappropriated, or otherwise compromised. Customer has and shall retain sole responsibility and liability for all Customer data and information, including data in any form or medium that is collected, downloaded or otherwise received directly or indirectly through the Services ("Customer Data"). Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services and control the content and use of Customer Data. Customer represents, warrants and covenants to Cloverleaf that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Cloverleaf and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law. Customer shall provide Cloverleaf and any third parties access to any properties or facilities to the extent necessary to provide the Services.

- 1.6. Product and Service Authorizations.** Cloverleaf shall retain all right, title, ownership, control and interest in and to the Products and Services, including their operation, maintenance, provision and management. Cloverleaf grants to Customer a personal, nontransferable, nonexclusive, license to use the Products and Services during the term of this Agreement solely for Customer's own internal use of the Services for its own business purposes. Cloverleaf will use commercially reasonable efforts to supply and configure the Products and Services to Customer's personal computers to allow Customer to use the Services unless Customer has chosen to supply its own Cloverleaf-qualified equipment for network and/or internet connectivity.
- 1.7. Used and Upgraded Equipment.** For any Products that Customer purchases through Cloverleaf, Cloverleaf may supply new or recertified equipment. From time to time and in Cloverleaf's sole and absolute discretion, Cloverleaf may provide Product upgrades at no expense to Customer, and Customer agrees to promptly utilize and implement all such upgrades provided by Cloverleaf to ensure proper functioning of the Services. Cloverleaf shall have no obligation or liability in connection with any equipment, software, hardware or documentation not purchased through Cloverleaf and configured by Cloverleaf, or for any abuse, misuse, reconfiguration (including, but not limited to, the addition of software or other devices to CPE) of or other acts with respect to any Products by any person or party other than Cloverleaf.
- 1.8. Setup and Installation.** If Customer orders Managed Services, SD-WAN, Security or Voice, "Installation" for purposes of this Agreement shall occur when phones and/or hard products are received by Customer if Customer's Order Form indicates Customer shall be installing the foregoing services itself. If Cloverleaf shall be installing the foregoing products, "Installation" shall occur on the day such Products are physically installed by Cloverleaf. Network-as-a-Service is typically provided over a virtual circuit ("Customer Circuit") to Customer's premises. For Network-as-a-Service, "Installation" shall occur upon successful web surfing and data synching of a Circuit. For Software, "Installation" shall occur on the day when Customer gains access to a Cloverleaf software product. If Cloverleaf is unable to successfully install a Service that the Customer originally ordered, Cloverleaf will permit Customer to accept a lower speed Service, if available, or Customer may decline the Service without a Termination Fee. If Customer declines the Service and, if Customer has ordered only that particular Service, Customer and/or Cloverleaf may terminate this Agreement. Customer will be responsible for any additional installation costs for any replacement Service, including, without limitation, inside wiring, administration, and special installation costs.
- 1.9. Monitoring.** Cloverleaf and its suppliers have no obligation to monitor the Services, but in Cloverleaf's sole and absolute discretion, it may do so and disclose information regarding use of the Services, including but not limited to: (a) comply with laws, regulations, or governmental or legal requests or orders; (b) operate the Services properly; or (c) protect itself and its other users and Customers. Upon providing Customer with thirty (30) days prior notice, including the right to cure any facts giving rise to the need for such disclosure within that thirty (30) day time period unless disclosure is required by law within a shorter period of time, Cloverleaf may: (i) immediately remove any of Customer's content, material or information from Cloverleaf servers, in whole or in part, if such content, material or information violates the terms and conditions of this Agreement; and (ii) Cloverleaf may disconnect any of Customer's Services if Customer is in violation of the terms and conditions of this Agreement, and Customer will be responsible for any applicable costs or fees related to the same.

## ARTICLE 2. BILLING, PAYMENT, AND TERM

- 2.1 Fees and Payments.** Customer shall pay for all Services and Products that Cloverleaf furnishes to Customer at the applicable prices set forth in Customer's Order Form, which do not include taxes, fees, surcharges, equipment, installation, set up or shipping fees. Customer also shall pay

and be responsible for all other taxes, surcharges, expenses, costs or fees set forth in the Customer's Order Form or otherwise incurred for provision of the Services or Products. For instance, Cloverleaf may add line items to your monthly invoice for specific applicable local, state and federal taxes that Cloverleaf collects and remits to governmental entities in connection with your services. Cloverleaf also incurs certain other variable expenses as a result of local, state and federal regulation, including its payments to governmental entities and to underlying network service providers and its internal expenses and costs of compliance associated with taxes and regulatory fees and programs. Because these expenses fluctuate, Cloverleaf charges Customers a single, separate monthly "Regulatory Recovery Surcharge" or "RRS" (calculated as a variable percentage of Customer's recurring billing for the period) to recover these costs rather than include them in base rates. The RRS is not itself a tax or fee required by the government; it is a fee that Cloverleaf assesses and retains. Cloverleaf may alter the components of the RRS in its sole discretion. If the RRS were bundled into the base rates, those rates would need to be set at higher amounts to accommodate potential variation.

- 2.2 Billing of Services.** Upon Installation, Customer shall pay all upfront, initial or one-time fees and all first monthly fees for Services for which Installation has occurred. Cloverleaf's first invoice to Customer shall include all monthly recurring charges ("MRC") for the Services (which shall be prorated for a mid-month commencement of Services), plus all non-recurring charges ("NRC") and all applicable excise, sales, use, or other taxes, fees, surcharges, and charges (collectively, "Taxes") as well as any applicable fees associated with mid-month Installation, setup, equipment, sales tax or shipping, if any. Thereafter, Cloverleaf shall invoice the MRC to Customer once per month. Cloverleaf will bill Customer in advance for MRC on the first day of the month in which Cloverleaf provides Services. By way of example, Cloverleaf's July 1 invoice will charge Customer for Services to be received from July 1 through July 31. However, usage-based charges for Software (i.e., seat licenses) will be invoiced in the billing period after such Services have been provided.

- 2.3. Taxes, Surcharges and Other Expenses.** Customer shall be responsible for and shall pay any and all applicable federal, state and local taxes, fees, charges, surcharges or other similar exactions ("Taxes") imposed on or with respect to the Services and/or Products, whether such taxes are imposed directly upon Customer or upon Cloverleaf. For purposes of this section and for the avoidance of doubt, Taxes do not include any taxes that are imposed on or measured by the net income of Cloverleaf. Customer shall pay and be responsible for any and all taxes, surcharges, expenses, costs or fees resulting from Customers use of cellular or wireless backup or related Services or Products, including 4G LTE backup and bandwidth Products. Such taxes, surcharges, expenses, costs or fees include overage charges related to use of these Services or Products during outages or when a Customer's primary connection is inoperative.

- 2.4. Delinquent Payments.** Invoices are due upon receipt. If invoices are not paid within five (5) days from the date of the invoice, they shall be considered late. After such five (5) day period, all unpaid costs and fees will accrue interest at a rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest rate allowed by applicable law. Customer shall be liable to Cloverleaf and promptly reimburse Cloverleaf for any and all costs and expenses incurred by Cloverleaf (including, without limitation, reasonable attorney's fees and court costs) that Cloverleaf may incur collecting or attempting to collect late fees or costs. Cloverleaf reserves the right to charge Customer's credit card on file to satisfy costs and fees owed by Customer, including but not limited to, if Customer's payment is cancelled, fails to process, or if Customer's account remains past due. Cloverleaf also reserves the right to take any actions it deems necessary in its sole discretion upon failure by Customer to make timely payments, including suspending Services, requiring upfront deposits, ceasing acceptance of new orders, or immediately terminating this Agreement or suspending or terminating Services for "cause." Cloverleaf reserves the right, in its sole discretion,

to require Customer to post appropriate advance deposits for new and existing Services. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. If Customer breaches this Agreement is terminated or a Service is cancelled, Cloverleaf may, without notice to Customer, apply any deposit towards payment of charges due.

**2.5. Regulatory Costs and Rate Increases.** Customer acknowledges that certain of Cloverleaf suppliers and vendors established prices charged to Cloverleaf based on governmental laws, rules, laws or regulations or pursuant to new decisions or orders issued by applicable regulatory bodies (collectively, "Regulatory Costs"). Cloverleaf reserves the right to increase any prices or fees charged to Customer, effective thirty (30) days following notice to Customer, to account for increased Regulatory Costs. Customer agrees to accept all rate and fee increased due to Regulatory Costs. Cloverleaf may also raise its rates and fees for any other reason, effective thirty (30) days following notice to Customer. If Customer does not agree to accept new pricing that is not due to Regulatory Cost increases, Customer may terminate this Agreement without penalty within thirty (30) days of the date of such notice. Any continued use of the Services by Customer thirty (30) days after the date of the notice shall be deemed acceptance of the new costs, prices or fees.

**2.6. Billing Dispute.** Within thirty (30) calendar days following the date of any disputed invoice, Customer must submit all bona fide disputes in writing along with all supporting documentation to: **Cloverleaf Networks, LLC 20860 N. Tatum Blvd Suite 300 Phoenix, AZ 85050**. Notwithstanding the foregoing, regardless of whether Customer has submitted a bona fide dispute, Customer shall, by the due date of the disputed invoice, pay to Cloverleaf all invoiced amounts due by the due date or they will be considered late and subject to any late charges set forth in this Agreement. An amount will not be considered in dispute until Customer has submitted a written bona fide dispute in the manner described herein, and the parties will promptly address and attempt to resolve any such dispute. Cloverleaf, in its discretion, may request additional supporting documentation or reject Customer's dispute. If Cloverleaf rejects such dispute, Cloverleaf will so notify Customer. If Cloverleaf determines that the Customer is entitled to Service Credits, Cloverleaf will credit Customer's invoice for such amount on the next appropriate billing cycle as set forth herein below.

**2.7. Term and Termination.** The term of this Master Service Agreement shall begin on the date that both parties have executed this agreement and shall be staggered and shall commence for each physical location wherein the Services will be installed (a "Location") upon Installation (the "Effective Date") at such Location. The term for such Services will run from the Effective Date for each Location for the minimum term set forth in Order Form (the "Service Term"), which Service Term is measured from the Effective Date for each Location. Unless otherwise provided, each individual Location Service Term shall be as set forth in the Order Form and if no term is specified, a term of thirty-six (36) months shall be assumed. The Services and obligation to pay for such Services will continue after the end of the Service Term on a month-to-month basis, unless either party terminates this Agreement or cancels such Service by providing at least thirty (30) days prior written notice to the other party. Either party may terminate this Agreement or a particular Service at any time by providing at least thirty (30) days prior written notice; provided, however, if Customer terminates this Agreement prior to the end of any Service Term or cancels or downgrades a particular Service prior to the end of its Service Term, or the Agreement or Services are terminated or suspended by Cloverleaf for a violation of this Agreement by Customer, termination fees shall apply as set forth in Section 2.8 of this Agreement (collectively "Termination Fees"). Cloverleaf also may terminate the Agreement or suspend or cancel any Services for cause, if Customer violates the terms and conditions of this Agreement and does not cure such breach within twenty (20) days of written notice from Cloverleaf thereof, or at any time and through any means without giving prior notice to Customer if Customer declares bankruptcy or indicates it is unable to pay for the

Services hereunder, or Cloverleaf is required to do so by law or governmental order or request. Upon suspension, cancellation or termination of any Service or this Agreement, Customer's rights to use the Services and any rights, licenses, consents and authorizations granted hereunder immediately ceases and terminates. Upon termination of this Agreement for any reason or suspension or cancellation of delivery of the Services to Customer, Customer agrees to return any of the Products to Cloverleaf in their original condition (excepting normal wear and tear) within five (5) business days of such termination, suspension or cancellation. If Customer fails to return the Products within thirty (30) calendar days of such termination, suspension or cancellation, or refuses Cloverleaf access to such Products, then Cloverleaf shall have the right to add the full original purchase cost of those Products to Customer's next invoice and Customer shall be immediately liable for the same.

**2.8. Termination Fees.** Upon termination of this Agreement, Customer shall pay Cloverleaf a Termination Fee for each Location in an amount equal to the MRC (Monthly Recurring Charge) set forth on the Order Form multiplied by the number of months remaining in the Service Term, plus repayment of any NRC set forth on the Order Form for the Service Location at issue that was originally waived or rebated, including, without limitation, costs or expenses for routers, managed routers, firewalls, other managed network devices, Circuit-related and/or build costs either charged or waived by Cloverleaf or its vendors, and data circuits (collectively, "Waived Charges"). Customer may upgrade to a higher grade of Service without an upgrade charge. However, Customer will be responsible for any additional Service, Installation and/or equipment charges that are necessary to complete the upgrade. Likewise, Customer may downgrade without a Termination Fee provided that the original Service Term has expired. However, additional Service, Installation and equipment charges will apply as necessary to complete the downgrade request.

### ARTICLE 3. GENERAL TERMS

**3.1. Disclaimers.** CLOVERLEAF DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES AND PRODUCTS CAN BE PROVIDED TO EACH CUSTOMER'S LOCATION, OR THAT PROVISIONING OF SUCH SERVICES AND PRODUCTS WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF CLOVERLEAF HAS ACCEPTED CUSTOMER'S ORDER FORM FOR THE SERVICES. THE PROVISIONING OF THE SERVICES AND PRODUCTS IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF CUSTOMER'S TELEPHONE LINE AND WIRING INSIDE CUSTOMER'S LOCATION, AVAILABILITY OF FACILITIES WITH NETWORK VENDORS, AND CUSTOMER'S COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. EXCEPT AS MAY BE PROVIDED HEREIN, THE SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WHERE IS" BASIS WITH ALL FAULTS AND CUSTOMER'S USE THEREOF IS AT CUSTOMER'S SOLE RISK. EXCEPT AS EXPLICITLY SET FORTH HEREIN, CLOVERLEAF DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS MAY BE PROVIDED HEREIN, CLOVERLEAF DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

**3.2. Limitation on Liability.** UNDER NO CIRCUMSTANCES SHALL CLOVERLEAF, OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS, VENDORS, SUPPLIERS, SUBCONTRACTORS, ETC. (the "CLOVERLEAF PARTIES") BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING FOR ANY LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS OF POTENTIAL

BUSINESS, WORK STOPPAGE, LOSS OF DATA OR SERVICES, LOSS OF GOODWILL, REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE. IN NO EVENT SHALL CLOVERLEAF'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FEES PAID BY CUSTOMER DURING THE THREE (3) MONTH PERIOD PRECEDING THE DATE SUCH CLAIM FIRST AROSE EVEN IF CUSTOMER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CLOVERLEAF SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, EXPENSES OR COSTS THAT ANOTHER SUFFERS AS A RESULT OF: (a) ANY INTERRUPTION OR FAILURE OF THE SERVICES OR PRODUCTS; (b) THE DOWNLOADING OR USE OF ANY INFORMATION, DATA OR MATERIALS OBTAINED VIA THE SERVICES, PRODUCTS OR FROM THE INTERNET; (c) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR USING THE SERVICES OR ANY LOSS OF DATA DUE TO DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS; (d) ANYTHING BEYOND THE REASONABLE CONTROL OF CLOVERLEAF, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S SERVICES, SOFTWARE, EQUIPMENT, OR NETWORKS; (e) ANY UNAUTHORIZED OR ILLEGAL USE OR MODIFICATION OF SERVICES OR PRODUCTS OR COMBINATION OF SERVICES OR PRODUCTS WITH OTHER HARDWARE, SOFTWARE OR EQUIPMENT; (f) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE OR DISADVANTAGOUS DATA OR SOFTWARE; (g) THE ATTEMPT BY UNAUTHORIZED USERS (E.G., HACKERS) TO OBTAIN ACCESS TO CUSTOMER'S DATA, WEBSITE, COMPUTERS, OR NETWORKS; or (h) THE RELEASE OF CUSTOMER DATA (AS DEFINED BELOW). CUSTOMER AGREES THAT REGARDLESS OF ANY STATUTE OF LIMITATION TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION OF CUSTOMER ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES OR PRODUCTS OR THIS AGREEMENT MUST BE FILED WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. CUSTOMER ACKNOWLEDGES THAT CLOVERLEAF HAS ENTERED INTO THIS AGREEMENT AND HAS SET ITS PRICES AND TERMS IN PART IN RELIANCE ON THESE LIABILITY AND REMEDY LIMITS, AND THAT THEY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE FAILURE AND NON-PERFORMANCE OF THE SERVICE TO MEET THE SERVICE LEVEL AGREEMENTS SHALL BE TO RECEIVE A CORRESPONDING SERVICE CREDIT.

**3.3. Indemnity.** Customer shall be responsible for and shall pay any and all applicable federal, state and local taxes, fees, charges, surcharges or other similar exactions ("Taxes") imposed on or with respect to the Services and/or Products, whether such taxes are imposed directly upon Customer or upon Cloverleaf. For purposes of this section and for the avoidance of doubt, Taxes do not include any taxes that are imposed on or measured by the net income of Cloverleaf.

**3.4. Confidentiality; Reservation of Rights.** Customer acknowledges that the Services and Products contain proprietary and confidential information of Cloverleaf and its suppliers. Customer agrees to not disclose the Services and Products, or information regarding the same, to third parties without the prior written consent of Cloverleaf. The Services and Products shall not be reengineered, reverse engineered, decomposed, or disassembled, and Customer shall not create or recreate the source code for the Services or Products. Customer shall not remove, erase, tamper with or fail to preserve any copyright, trademark, or other proprietary notice printed or stamped on, affixed to, or recorded on or in the Services or Products. The Products and Services provided to or made available to Customer in connection with the Services or on Cloverleaf's website or network are protected by copyright, trademark, patent and other intellectual property laws and international treaties. All websites, service marks, corporate names, trademarks, trade names, logos, domain names and similar information and intellectual property of Cloverleaf or its suppliers are and shall remain the sole property of Cloverleaf or its suppliers and nothing in

this Agreement shall grant Customer any right, title, interest or license it or to the same.

**3.5. Choice of Law; Waiver of Trial by Jury.** This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the state of Arizona and the United States without regard to conflicts of laws principles thereof. CUSTOMER AGREES THAT IT AND CLOVERLEAF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

**3.6. Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond such party's reasonable control, including, but not limited to, acts of god, changes in governmental laws, rules, regulations or orders, war, terrorist acts, insurrection, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages in transportation, facilities, fuel, energy, labor or materials (collectively, a "Force Majeure Event").

**3.7. Amendment or Modification by Cloverleaf.** Except for increases to rates and fees charged herein, Cloverleaf may amend or modify this Agreement or any other agreement incorporated herein, including, without limitation, the SLA, from time to time without notice by posting a copy of the modified or amended Agreement or other agreement at <https://www.Cloverleaf.com/terms-of-service>, and Customer shall be bound by and be responsible for compliance with the current version of this Agreement or other agreements.

**3.8 Non-Solicitation.** Each party agrees during the term of this Agreement and for a period of twelve (12) months thereafter, it will not solicit for hire the agents, contractors, or employees of the other, without the written consent of the other party. Employees or agents hired in response to general employment solicitations advertised in the usual and customary manner by either party shall be excluded from this provision.

**3.9 Notices and Contacts.** Notices to Customers may be sent to the email address or address listed on the Order Form or as otherwise provided by Customer in writing. Customer authorizes and consents to Cloverleaf or its vendors, outside collection agencies, outside counsel or other parties acting on behalf of Cloverleaf to contact Customer by any means or methods, including electronic means, regarding the Services and Products, including in connection with any past due charges of fees for such Services of Products. Customer authorizes Cloverleaf to obtain any Customer credit information or proprietary network information necessary for provision of the Services and to establish a Cloverleaf account; Customer authorizes release of such information by any and all third parties to Cloverleaf. Customer agrees to provide accurate, current and complete contact information to Cloverleaf and to promptly update Customer's contact information upon any change in such information. Customer represents and warrants that all information Customer has provided to Cloverleaf in connection with the Service is true, accurate, current and complete. Notices to Cloverleaf must be sent to:

Cloverleaf Networks, LLC  
20860 N Tatum Blvd  
Phoenix, AZ 85050

With a Copy to:

The Law Offices of Kris Twomey  
1725 I St NW  
Suite 300  
Washington, DC 20006

**3.10 Privacy and Security Policy.** The following policies and procedures set forth in this Section (the "Policy") have been adopted by the Company to address security of its Products and Services and confidentiality of data transmitted thereon.

a. **Purpose.** The purpose of this Security and Privacy Policy is to ensure and secure Customer Data and information that is transmitted over networks serviced by the Company (collectively, “Customer Data”). Protection of the Customer Data is of paramount importance to the Company. Cloverleaf will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer Data against unauthorized use, disclosure, or modification. Customer must protect all Services using industry-standard security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify Cloverleaf immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any end user or third party. Failure to notify Cloverleaf may result in the suspension or termination of the Services and additional charges to Customer resulting from such use.

b. **Collection, Privacy and Use of Information.** Cloverleaf collects, has or obtains data and information, including personal information and usage data, about customers and other users of its Services and uses such information to provide its Services. Cloverleaf may share such information as needed internally and with third parties to meet its business goals, to fulfill its legal or contractual obligations or to comply with applicable law. Cloverleaf takes measures to protect the information it has regarding customers, and Cloverleaf requires those it shares such information with to protect it as well. Cloverleaf uses customer information generated on its networks to manage those networks, to plan for future development, and to keep its Services running reliably and efficiently. For example, Cloverleaf monitors data to check for viruses, to control spam, to prevent attacks that might disable its Services, to ensure that customer’s traffic does not violate a customer’s Master Service Agreement or related legal materials, and to guard against other inappropriate or illegal activity. This may involve reviewing the characteristics of network traffic, such as traffic volumes, beginning and ending points of transmissions, and the types of applications being used to send traffic across its network. In certain circumstances, Cloverleaf may need to review the content of the data (such as the specific websites being visited, files being transmitted, or application being used) for the purposes described above, including in circumstances when Cloverleaf is concerned about fraud or harassment, to repair a problem Cloverleaf detects or that a customer contacts Cloverleaf about, or when Cloverleaf is required to provide the content of broadband traffic or the network to law enforcement or private parties through the submission of legal subpoenas. Cloverleaf may occasionally hire other companies to provide limited services on its behalf, including packaging, mailing and delivering purchases, answering customer questions about products or services, sending mail, or other services. Cloverleaf will only provide these companies with the information they need to deliver the services, and they are prohibited from using that information for any other purpose. Other than what is described herein, Cloverleaf does not sell, trade or rent Customer personal information or Service-related data to others outside of Cloverleaf or their advertising and promotional agencies and consultants. When disclosing any personal information, Customers should remain mindful of the fact that it is potentially accessible to the public, and consequently, can be collected and used by others without the Customer’s consent. Cloverleaf has no responsibility or liability for the security of Customer Data and or other information transmitted via the internet.

**29. Service Level Agreements; Comcast Services.**

a. **Service Level Agreements.** Customer agrees to abide by and be subject to Cloverleaf’s Service Level Agreements (“SLAs”) for the Services, which shall be incorporated herein by reference. Based on the terms thereof, Customer may be eligible for specific reductions in future MRC owed by Customer (“Service Credits”).

**ARTICLE 4. ACCEPTABLE USE POLICY.**

**4.1. Acceptable Use Requirements.** The Services and Products may only be used for acceptable uses, as determined by Cloverleaf in its sole and absolute discretion. The following uses are prohibited:

**4.4 Illegal Use; storage.** The Services may only be used for lawful purposes and may not be used for any illegal use or any use that may result in civil or criminal liability or negative publicity. Such uses include, without limitation, allowing, effecting, participating in any or the occurrence of the following activities via the Services:

- i. Storing, posting or transmitting unlawful materials, e-mail or information;
- ii. Storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- iii. Storing, posting or transmitting defamatory, libelous, slanderous or scandalous materials, e-mail or information;
- iv. Storing, posting or transmitting, obscene, pornographic, profane or otherwise objectionable information of any kind;
- v. Storing, posting or transmitting materials, email or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property right of others;
- vi. Storing, posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including, without limitation, the U.S. export control laws and regulations;
- vii. Storing, posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;
- viii. Storing, collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose;
- ix. Collecting, without adequate security and a legitimate purpose (as determined by Cloverleaf), any of the following:
  - (1) Information from users under the age of eighteen (18) without consent from such users’ parents or legal guardians;
  - (2) User’s personal health information or personal financial information without informed consent from such user; or
  - (3) Other personal information without advising the user;
- x. Performing auto-dialing or “predictive dialing” in an abusive manner;
- xi. Trunking or forwarding your Cloverleaf phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system;
- xii. Traffic pumping or access stimulation of calls through the Services;
- xiii. Exploiting or harming minors (e.g., exposing them to inappropriate content; asking for personally identifiable information without parental consent, etc.);
- xiv. Interfering, inhibiting, compromising, or otherwise harm the Services (regardless of intent or knowledge);
- xv. Transmitting any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous;
- xvi. Acting in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner;
- xvii. Creating a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender’s identity or origin;
- xviii. Using while driving or otherwise in an unsafe manner;
- xix. Harvesting or collecting information about third parties without consent;
- xx. Sending bulk communications or other content without the recipient’s consent;

- xx. Using any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use.
- xxi. Taking advantage of, bypassing, exploiting, defeating, disabling, or otherwise circumventing limitations of the Services, security mechanisms, or compliance with this Agreement or any law.
- xxii. Intercepting, capturing, sniffing, monitoring, modifying, emulating, decrypting, or redirecting any communication or data for any purpose.
- xxiii. Posting five (5) or more messages similar in content to usenet or other newsgroups, listservs, forums, e-mail mailing lists or other groups or lists;
- xxiv. Posting to any usenet or other newsgroups, listservs, forums, e-mailing lists or other similar groups or lists articles which are off-topic according to the charter of other owner-published FAQ's, rules, or policies or description of the group lists;
- xxv. Sending unsolicited e-mailings (including, without limitation, commercial advertising and information announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected to or do in fact provoke complaints;
- xxvi. Falsifying user information provided by Cloverleaf or other users of the Services;
- xxvii. Engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through an account provided by Cloverleaf, remailer, or otherwise through the Services or using an account provided by Cloverleaf as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect Cloverleaf or its suppliers; or
- xxviii. Operating a server in connection with the Services in an open relay configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose both Cloverleaf's network and other users of the network personal account to fraudulent and abusive use by third parties. Customer hereby acknowledges and agrees that it will not operate servers within an open relay configuration. If Customer requires assistance in determining the configuration of the Customer's server and/or instructions to secure a server, Customer may contact Cloverleaf.

**4.3. Interfering With Other Users.** No Customer shall interfere with any other person's use of the Services or the Internet, including, without limitation, by effecting or participating in any of the following activities via the Services:

- a) Restricting or inhibiting any other user or any other person from using or enjoying the Services and/or the Internet;
- b) Posting or transmitting any information or software that contains a virus, worm, cancelbot or other harmful component;
- c) Without permission from the owner of a system or network, doing any of the following:
  - i. accessing the system or network;
  - ii. monitoring data or traffic;
  - iii. probing, scanning, or testing firewalls;
  - iv. testing the vulnerability of a system or network; or
  - v. breaching the security or authentication routines or a system or network;
  - vi. Conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
  - vii. Relaying e-mail in an anonymous fashion or forging any transmission control protocol/internet protocol ("TCP-IP") packet header(s); or
  - viii. Mailbombing, flooding, overloading, attacking or otherwise

interfering with a system or network.

**4.4. High Risk Use Prohibited.** THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

**4.5. Abuse and Threats.** Any abuse, threats, harassment, profanity or vulgarities, including sexual harassment, made to or directed at Cloverleaf or its vendor's personnel is grounds for termination of this Agreement or cancellation or suspension of any Services for cause.

**4.6. Damage to Equipment.** Any use or activity that results in the destruction, malfunction, harm or loss of or damage to any equipment or products provided to Customer as part of or related to the Services.

**4.7. Voice Services.** Voice Services, including the use of long distance services, shall be limited to normal business usage in Cloverleaf's sole discretion. Unreasonable or excessive use of Voice Services, e.g., auto dialing, hot desking, etc. is prohibited.

**4.8. Remedies.** Cloverleaf may act immediately and without notice to suspend or terminate the Services if, in Cloverleaf's sole discretion, Customer's use of the Services violates the terms of these acceptable use requirements. Violation of the foregoing provisions may result in civil or criminal liability, and Cloverleaf may, in addition to any remedy that it may have at law or in equity or under this Agreement, immediately suspend or terminate permission for the Customer to use the Services without notice and charge Customer any applicable Termination Fee. In addition, Cloverleaf may investigate incidents that are contrary to this Agreement and provide requested information to third parties who have provided notice to Cloverleaf stating that they have been harmed by Customer's failure to abide by this Agreement.

## ARTICLE 5. SERVICE OF FEES.

**5.1. Service Fees.** The following is a summary of services fees that may apply to the Services. The following fees are subject to amendment at any time in Cloverleaf's sole and absolute discretion:

- a. **Change of Service Fee.** \$100.00 will be charged to Customer per Location when requesting to downgrade or decrease its level of Products or Services plus any applicable cancellation charges and Termination Fees.
- b. **Dispatch Fee.** When a Cloverleaf service technician (a "Service Tech") is dispatched to address a Trouble Ticket or any other issue not directly caused by Cloverleaf (a "Customer Issue"), Customer shall incur a minimum "Dispatch Fee" equal to \$350.00 for the first two hours of labor expended by the Service Tech. Thereafter, \$50.00 shall be charged for each whole or partial fifteen (15) minute increment a Service Tech is addressing a Trouble Ticket or other Customer Issue.
- c. **Engineer Consultation Fee.** Engineering consulting services performed by Cloverleaf for route switching, security, compliance, network design, etc., shall be subject to an "Engineering Consulting Fee" at an hourly rate of \$300.00 and may be further subject to a customized scope of work to be negotiated by Cloverleaf and Customer in writing.
- d. **CPE Dispatch Fee.** A minimum "CPE Dispatch Fee" of \$375.00 will be charged to service non-Cloverleaf-related service issues. Thereafter, \$50.00 shall be charged for each whole or partial fifteen (15) minute increment a Service Tech is addressing a Trouble Ticket or other Customer Issue for the first two hours of labor expended. The CPE Dispatch Fee of \$350.00 shall be paid in addition to a Dispatch Fee.
- e. **Inside Wiring Fee.** Rates for indoor wiring necessary to accommodate the Services will be quoted separately, but a site review for purposes of evaluating existing indoor wiring shall be billed as a Dispatch Fee.
- f. **Missed Appointment Fee.** \$150.00 plus a minimum Dispatch Fee

shall be charged to Customer if no one over the age of eighteen (18) is present for a scheduled Service Tech visit and a corresponding notification was not received by Cloverleaf at least forty-eight (48) hours in advance of the scheduled appointment.

- g. **No Access Fee.** \$150.00 plus a minimum Dispatch Fee shall be charged if a Service Tech is denied access to a network interface device.
- h. **Outbound Switch Fee.** \$225.00 plus Termination Fees and any and all additional cancellation charges and costs shall be charged for all requests to have Customer's Service switched to another internet service provider during the Term.
- i. **Returned Check Fee.** \$25.00 will be charged for any payment being returned from Customer's financial institution.
- j. **Special Installation Fee.** A to-be-determined "Special Installation Fee" shall be charged for work required to accommodate special and/or nonstandard Service installations and shall be determined on a case-by-case basis by Cloverleaf and Customer in a separate scope of work.
- k. **Special Construction or Access Fee.** A to-be-determined "Special Construction or Access Fee" shall be charged for work required to accommodate Service installations such as fiber or cable networks and shall be determined on a case-by-case basis by Cloverleaf and Customer in a separate scope of work.

**25. Amendment or Modification by Cloverleaf.** Except for increases to rates and fees charged herein, Cloverleaf may amend or modify this Agreement or any other agreement incorporated herein, including, without limitation, the SLA, from time to time without notice by posting a copy of the modified or amended Agreement or other agreement at <https://cloverleafnetworks.com/msa-%26-sla>, and Customer shall be bound by and be responsible for compliance with the current version of this Agreement or other agreements.

**26. Non-Solicitation.** Each party agrees during the term of this Agreement and for a period of twelve (12) months thereafter, it will not solicit for hire the agents, contractors, or employees of the other, without the written consent of the other party. Employees or agents hired in response to general employment solicitations advertised in the usual and customary manner by either party shall be excluded from this provision.

**27. Notices and Contacts.** Notices to Customers may be sent to the email address or address listed on the Order Form or as otherwise provided by Customer in writing. Customer authorizes and consents to Cloverleaf or its vendors, outside collection agencies, outside counsel or other parties acting on behalf of Cloverleaf to contact Customer by any means or methods, including electronic means, regarding the Services and Products, including in connection with any past due charges of fees for such Services of Products. Customer authorizes Cloverleaf to obtain any Customer credit information or proprietary network information necessary for provision of the Services and to establish a Cloverleaf account; Customer authorizes release of such information by any and all third parties to Cloverleaf. Customer agrees to provide accurate, current and complete contact information to Cloverleaf and to promptly update Customer's contact information upon any change in such information. Customer represents and warrants that all information Customer has provided to Cloverleaf in connection with the Service is true, accurate, current and complete. Notices to Cloverleaf must be sent to:

Cloverleaf Networks, LLC  
2730 W Agua Fria Fwy  
Suite 106  
Phoenix, AZ 85027

With a Copy to:

The Law Offices of Kris Twomey  
1725 I St. NW  
Suite 300  
Washington, DC 20006

## ARTICLE 6. PRIVACY AND SECURITY POLICY.

**6.1. Privacy and Security Policy.** The following policies and procedures set forth in this Section (the "Policy") have been adopted by the Company to address security of its Products and Services and confidentiality of data transmitted thereon.

a. **Purpose.** The purpose of this Security and Privacy Policy is to ensure and secure Customer Data and information that is transmitted over networks serviced by the Company (collectively, "Customer Data"). Protection of the Customer Data is of paramount importance to the Company. Cloverleaf will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer Data against unauthorized use, disclosure, or modification. Customer must protect all Services using industry-standard security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify Cloverleaf immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any end user or third party. Failure to notify Cloverleaf may result in the suspension or termination of the Services and additional charges to Customer resulting from such use.

b. **Collection, Privacy and Use of Information.** Cloverleaf collects, has or obtains data and information, including personal information and usage data, about customers and other users of its Services and uses such information to provide its Services. Cloverleaf may share such information as needed internally and with third parties to meet its business goals, to fulfill its legal or contractual obligations or to comply with applicable law. Cloverleaf takes measures to protect the information it has regarding customers, and Cloverleaf requires those it shares such information with to protect it as well. Cloverleaf uses customer information generated on its networks to manage those networks, to plan for future development, and to keep its Services running reliably and efficiently. For example, Cloverleaf monitors data to check for viruses, to control spam, to prevent attacks that might disable its Services, to ensure that customer's traffic does not violate a customer's Master Service Agreement or related legal materials, and to guard against other inappropriate or illegal activity. This may involve reviewing the characteristics of network traffic, such as traffic volumes, beginning and ending points of transmissions, and the types of applications being used to send traffic across its network. In certain circumstances, Cloverleaf may need to review the content of the data (such as the specific websites being visited, files being transmitted, or application being used) for the purposes described above, including in circumstances when Cloverleaf is concerned about fraud or harassment, to repair a problem Cloverleaf detects or that a customer contacts Cloverleaf about, or when Cloverleaf is required to provide the content of broadband traffic or the network to law enforcement or private parties through the submission of legal subpoenas. Cloverleaf may occasionally hire other companies to provide limited services on its behalf, including packaging, mailing and delivering purchases, answering customer questions about products or services, sending mail, or other services. Cloverleaf will only provide these companies with the information they need to deliver the services, and they are prohibited from using that information for any other purpose. Other than what is described herein, Cloverleaf does not sell, trade or rent Customer personal information or Service-related data to others outside of Cloverleaf or their advertising and promotional agencies and consultants. When disclosing any personal information, Customers should remain mindful of the fact that it is potentially accessible to the public, and consequently, can be collected and used by others without the

Customer's consent. Cloverleaf has no responsibility or liability for the security of Customer Data and or other information transmitted via the internet.

#### Article 7. Service Level Agreements; Comcast Services.

**7.1 Service Level Agreements.** Customer agrees to abide by and be subject to Cloverleaf's Service Level Agreements ("SLAs") for the Services, which shall be incorporated herein by reference. Based on the terms thereof, Customer may be eligible for specific reductions in future MRC owed by Customer ("Service Credits").

**7.2 Comcast Services.** Notwithstanding any provision in this Agreement to the contrary, if the Services include services, facilities, devices, software, equipment or products provided by Comcast Cable Communications Management, LLC or its subsidiaries, parent companies or affiliates ("Comcast") (collectively, the "Comcast Services"):

i. Customer shall and shall cause its subsidiaries, affiliates, members, directors, officers, employees, beneficiaries, agents or assign and any other end users to (1) not infringe upon, undermine, encroach or limit Comcast's proprietary rights, including intellectual property rights, in the Comcast Services by their acts or omissions or otherwise (and Comcast retains all title and rights with respect to the Comcast Services); (2) fully comply with the Comcast High-Speed Internet for Business Acceptable Use Policy, which sets forth additional terms and conditions applicable to the Comcast Services (the Comcast AUP can be accessed via the following URL: <http://business.comcast.com/customer-notifications/acceptable-use-policy>, as the same may be updated by Comcast from time-to-time, and if applicable, Customer represents that it has reviewed such policy); and (3) not relocate, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Services.

ii. Cloverleaf makes no representations or warranties on behalf of Comcast or other third parties and Comcast and the Comcast Services are subject to any and all disclaimers and limitations of liability set forth in this Agreement, including the limitations in Sections 17 (Disclaimers) and 18 (Limitation on Liability).

iii. Customer disclaims and Comcast shall not be liable for any direct, indirect, incidental, special, punitive, or consequential losses or damages including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with the use of the Comcast Services by Customer and/or any end users or any other user of the Comcast Services, including without limitation, damage resulting from or arising out of any person's reliance on or use of the Comcast Services, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operations, transmission, or failure of performance of the Comcast Services.

iv. Customer shall not and does not intend to resell the Comcast Services in whole or in part and will not otherwise transfer the Comcast Service to any other person.

v. Customer shall reimburse Cloverleaf for any damage to or loss of the facilities, devices, software, equipment or products associated with the Comcast Services and shall return the same to Comcast within ten (10) days of the termination of any Services that include Comcast Services.

#### Article 8. Miscellaneous.

**8.1 Organization; Authority.** Customer is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization. Customer and the signatory of Customer under the Order Form represent that they have and possess the full legal right, power, authority and ability to enter into the Order Form and this Agreement.

**8.2 Waiver.** Failure on the part of any party to complain of any action or non-action of the other party shall not be deemed to be a waiver of any rights under this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to be a waiver of other provisions of this Agreement, and a waiver at any time of the provisions of this Agreement shall not be construed as a waiver at any subsequent time of the same provisions.

**8.3 Entire Agreement.** The Order Form and this Agreement set forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

**8.4 Counsel.** The Parties hereby expressly acknowledge that each party has been given the opportunity to consult with separate legal counsel for advice on this matter.

**8.5 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**8.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles.

**8.7 Severability.** If at any time any provision of this Agreement is or becomes illegal, invalid, void or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, nor enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired by such illegality, invalidity or unenforceability, and the remainder of the provisions of this Agreement shall remain in full force and effect. The parties shall endeavor in good faith negotiations to replace any invalid, illegal, void or unenforceable provision with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to the invalid, illegal, void or unenforceable provision.

**8.8 Independent Contractor Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers, employees or agents.

**8.9 Assignment.** Customer may not assign this Agreement without the prior written consent of Cloverleaf. Cloverleaf may assign or subcontract its duties under this Agreement to third parties in its sole discretion.

**8.10 Severability.** Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**8.11 Headings.** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

**8.12 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their members, managers, successors and assigns.

**8.13 Interpretation.** The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The words such as "herein,"





“hereinafter,” “hereof,” “hereunder” and “hereto” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

**8.14 Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, or expiration of the Agreement, including, but not limited to those in the following sections: 10 (Fees and Payments), 11 (Delinquent Payments) 13 (Billing Disputes), 14 (Taxes), 15 (Term and Termination), 16 (Termination Fees), 17 (Disclaimers), 18 (Limitation on Liability), 19 (Indemnity), 20 (Confidentiality; Reservation of Rights), 21 (Choice of Law), 22 (Force Majeure), 23 (Acceptable Use Requirements), 25 (Amendment by Cloverleaf) 26 (Non-Solicitation) 27 (Notices and Contacts), 28 (Privacy and Security Policy), 29 (Service Level Agreements; Comcast Services); and 31 (Miscellaneous).

**This Agreement shall be automatically binding on any Customer using any Cloverleaf Product or Service and shall become effective upon Customer’s execution of Cloverleaf’s Order Form.**