

**ATTACHMENT F
RATE COMPARABILITY DETAILS**

6. Attach information demonstrating that the retail rates for the proposed service area are comparable to, or lower than, the applicant’s rates outside the project area for the same speed tiers of a minimum 100/100 Mbps or next highest tier if 100/100 Mbps is not offered. Additionally, information regarding the terms and conditions of service must be provided. Specifically, a statement must be provided with the application detailing whether the plan involves data caps, throttling speeds after usage limits are reached, long-term contracts, early termination fees, or metered “pay-as-you-go” service.

Proposed Pricing

	100 Mbps	500 Mbps	1 Gbps
Promotional (12-months)	\$44.99	\$54.99	\$69.99
Standard (after promotion)	\$49.99	\$74.99	\$99.99

Service Details: No data caps, no throttling speeds after usage limits are reached, no long-term contracts, no early termination fees, no metered “pay-as-you-go” service, no overage fees

COMPETITIVE PRICING

	100 Mbps	500 Mbps	1 Gbps
Competitive	\$46	\$68	\$99.99

Affordable Connectivity Program (ACP) Pricing

The Company provides a discount of up to:

- \$30 per month toward internet service for eligible households
- \$75 per month for households on qualifying Tribal lands

Terms of service

**FASTWYRE BROADBAND
HIGH-SPEED INTERNET SUBSCRIBER AGREEMENT**

This High-Speed Internet Subscriber Agreement together with the exhibits and materials referenced herein (“Agreement”) is between Fastwyre Broadband and the end user of the Service, Equipment and/or Software described below (“you”, “your” or “Customer”). Fastwyre’s provision of Service, Equipment and/or Software to you, and your receipt and use thereof, is subject to all provisions of this Agreement. Please review this Agreement carefully. It governs your use and Fastwyre’s provision of the Service, Equipment and/or Software.

CUSTOMER IS DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE, EQUIPMENT AND/OR SOFTWARE. BY ACCEPTING THIS AGREEMENT, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, EVEN IF YOU CHOOSE NOT TO READ IT. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES AND CHARGES QUOTED TO YOU DURING THE ORDERING PROCESS, AND THE OTHER TERMS AND CONDITIONS PROVIDED TO YOU IN PRODUCT INFORMATION AND ASSOCIATED WITH THE ORDERING PROCESS AND THE [FASTWYRE LEGAL WEBSITE¹](#), ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CALL FASTWYRE AT 1-833-463-FAST (3278) TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO FASTWYRE.

Fastwyre may change this Agreement, the pricing and the Product Information, at any time, and from time to time upon reasonable notice to Customer. If any such change is unacceptable to Customer, then Customer may terminate this Agreement by notifying Fastwyre as provided in Section 12 of this Agreement. Customer’s use of the Services following publication of any such change will be conclusively deemed as Customer’s acceptance of and agreement to such change on a prospective basis.

1. Definitions.

“AUP” means Fastwyre’s [Acceptable Use Policy](#), including all future revisions.

“Fastwyre Broadband” or “Fastwyre” or “we” or “us” refers to certain subsidiaries of American Broadband Holding Company authorized to provide the Services set forth herein in the state and locality in which such Service is being provided, in each case doing business as Fastwyre

¹ <https://fastwyre.com/legal-information>

Broadband. For Customer convenience, this Agreement combines obligations of multiple Fastwyre entities, but does not create joint liability between the Fastwyre entities. Therefore, this Agreement is deemed to be by and between Customer and the particular Fastwyre entity providing you Service in the state and locality in which such Service is being provided.

“*Equipment*” means the modem(s), router(s) and other equipment (which may include without limitation media converter(s) and ethernet switch(es)) provided by Fastwyre to enable use of the Service. Except for Equipment purchased by you under the terms of this Agreement, Fastwyre owns the Equipment. Any monthly rental payments, periodic use payments or similar arrangements related to Equipment between you and Fastwyre are not purchases of the Equipment.

“*Force Majeure Event*” means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure (e.g., rolling blackouts); material shortages or unavailability or other delay in delivery not resulting from Fastwyre’s failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; pandemic or epidemic; or failures of suppliers of goods and services.

“*Late Charge*” is a fee of up to the maximum amount allowed by law that is assessed each month in which any portion of the payment is not received by or immediately available to Fastwyre by the due date.

“*MRC*” means monthly recurring charges.

“*NRC*” means non-recurring, one-time charges.

“*Product Information*” means information about the Service, Equipment and/or Software that may be provided in product literature, user manuals, brochures, welcome material and [here](#)².

“*Regulatory Activity*” means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

“*Service*” means Internet access service provided by Fastwyre, which may also be referred to as Fastwyre Internet Service or Fastwyre High-Speed Internet Service, and related Fastwyre installation, repair, support and provisioning.

“*Taxes*” means foreign, federal, state and local taxes, surcharges, other similar charges, and any other imposition that governmental entities or agencies may levy or assess and may be passed on by Fastwyre to Customer.

² <https://fastwyre.com/high-speed-internet/>.

2. Service Description. Fastwyre agrees to provide, and you agree to purchase the Service. Further details regarding the Service may be provided in Product Information and are incorporated herein by reference.

(a) Service. Fastwyre will provide Internet service that runs over the same line as your Fastwyre wireline telephone line, over a stand-alone service connection to your location, over a fiber-optic connection that runs directly to your location, or via a wireless connection to your location (in each case, where offered by Fastwyre and available). You must specify a Fastwyre telephone number to use with the Service (unless Fastwyre is providing stand-alone Service to you, or via fiber-optic or wireless connection). Fastwyre may terminate your Service or charge you for stand-alone Service, fiber-optic or wireless Service (where offered by Fastwyre and available), if you change your Fastwyre local telephone service to another company, move your Fastwyre local telephone service to a wireless service provider or otherwise terminate your Fastwyre local telephone service.

(b) Availability. Fastwyre Internet service (including stand-alone Service) may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds are “up to” a specific speed via a wired connection under typical circumstances within the Fastwyre network and your location. Fastwyre will provision your line at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Availability of service depends on availability and limits of Fastwyre wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by Fastwyre line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at or inside your location, your service location, phone line qualifications, computer performance/configuration, and network/internet congestion. Each of these factors is outside of Fastwyre’s control and, as a result, are not Fastwyre’s responsibility. Any repairs or changes to these factors are your sole responsibility. Additionally fixed wireless is subject to service limitations, including, but not limited to, proximity and positioning of antennas, cell tower/site outage, tampering or damage to Equipment. Service is provided on a per-line basis, and the actual throughput and connection speed of your Service depends on a number of factors such as internet traffic and congestion or bandwidth, distance of your home from a Fastwyre central office, viruses or spy ware, server speed of the websites you connect to, traffic and congestion on your home network or corporate LAN, and Windows PC settings, in addition to the factors listed above. Service via a wireless connection may not deliver the disclosed throughput speed or “up to” speed and will vary, particularly when Service is accessed by multiple wireless devices. Uninterrupted or error free Service is not guaranteed and Fastwyre may limit speeds.

(c) Moves. If you move to another location (including a move within the same building) you are not guaranteed to have Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to new Service will apply.

(d) Fastwyre Facilities. Certain Fastwyre facilities and equipment used to provide you Internet service may be located on your premises. These facilities and equipment are the property of Fastwyre and must be installed, relocated, rearranged, tested, inspected, and maintained only by Fastwyre. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the Fastwyre facilities or equipment unless authorized by Fastwyre. Any unauthorized attachments or connections may be removed or disconnected by Fastwyre, and your Service may be suspended or terminated as a result. You agree to provide Fastwyre access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. Customer will inform Fastwyre if Customer sells, vacates, rents or sublets the premises wherein the Equipment is located so Fastwyre may enter the premises and remove the Equipment. Fastwyre is not liable for defacement or damage to your premises resulting from the existence of Fastwyre facilities or equipment and associated wiring, or from the installation or removal thereof when such defacement or damage is not the result of Fastwyre negligence. You may be required to provide, install, and maintain, at your expense, certain items to receive Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, and conduit and/or trench (for purpose of providing a raceway for entrance facilities into multi-unit housing complexes, commercial properties or business developments).

(e) Account Usage and Password. You will receive a username and password upon completing the registration process. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities that occur under your username or password including payment for all such activities. You agree: (A) only you and your authorized designees will use your username and password and you will not transfer or disclose either your username or password to any other person, (B) to immediately notify Fastwyre of any unauthorized use of your username or password or any other breach of security, and (C) to ensure that you exit from your account at the end of each session. "Authorized designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the Service using your username and password. You must ensure that any such authorized designees will comply with this Agreement, and you will be responsible for all use of the Service and any other services accessed through the internet access services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Service may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Service through your account. Fastwyre will not be liable for any loss or damage arising from your failure to comply with this Section. **FASTWYRE RECOMMENDS USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE. IN ADDITION, YOU AGREE THAT FASTWYRE, IN ITS SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.**

(f) E-mail Storage Space and Other Limitations. Your mailbox storage space, the size of outgoing and incoming e-mail, and the number of mailboxes available to you may be limited. Limits are

based on your Service type and location. When a mailbox reaches its limit, you will not be able to receive or send e-mail. Additionally, e-mail that exceeds the size limit will not be delivered, and you will receive a notice that the email was too large. Fastwyre e-mail accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files. Fastwyre reserves the right to deactivate email accounts that have not been accessed for a period of 120 consecutive days.

3. Equipment. Separately purchased or leased equipment is required to use the Service. Certain Equipment is available from Fastwyre and other equipment must be provided by Customer.

(a) Leased Equipment. If you lease Equipment from Fastwyre (“Leased Equipment”), you agree: (i) the Leased Equipment is Fastwyre’s property, notwithstanding the installation within or attachment to Customer’s premises, and you may not assign, rent, encumber or transfer the Leased Equipment or your rights or duties under this Agreement to another without Fastwyre’s prior written consent; (ii) not to remove any of the Leased Equipment from the premises and not damage, alter or tamper with any of the Leased Equipment; (iii) to grant Fastwyre the right at reasonable times to enter the premises to inspect, service, remove or replace the Leased Equipment; (iv) not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using the Leased Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it; (v) if the Leased Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, Fastwyre may charge you for its full retail cost (the “Equipment Charge”); (vi) if the Service is discontinued by either party for any reason, Customer will be responsible for the return of the Leased Equipment to Fastwyre in the same condition as received, ordinary wear and tear excepted, as set forth in this Agreement; and (vii) if Customer fails to return the Leased Equipment, or to return the Leased Equipment in the required condition to Fastwyre as required by this Agreement, then Customer will be liable to Fastwyre for the Equipment Charge, plus any costs, including reasonable attorney’s fees, to collect such amounts. Fastwyre does not refund or credit lease payments, so please call Fastwyre immediately if your Leased Equipment is not working properly for a replacement. If you are leasing Equipment and wish to instead purchase Equipment from Fastwyre, the terms and conditions specific to purchased equipment will apply. If you purchase Equipment from Fastwyre other than Equipment leased to you by Fastwyre you are required to return your Leased Equipment to Fastwyre. Lease payments are due for every month you lease the Equipment and lease payments do not count towards a purchase of the Equipment.

(b) Purchased Equipment. You will be deemed the owner of the purchased Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by Fastwyre. If the Equipment is inoperable, please contact Fastwyre at 1-833-463-FAST (3278). If Fastwyre deems the Equipment has a manufacturing defect, the Limited Warranty (set forth in the “Warranty” section below) will apply if it has not expired. If the Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that Fastwyre deliver replacement Equipment. Any such replacement Equipment

will be charged to you at Fastwyre's then-current rates, plus shipping and handling and any applicable Taxes. Replacement Equipment may or may not be the same model.

(c) **Delivery and Installation of Equipment.** Equipment will be delivered to you, and you are responsible for the payment of all shipping charges. You understand that you are responsible for installing the Equipment once you receive it unless you select a technician installation from Fastwyre for an additional charge. If Fastwyre performs any installation, then (i) Customer authorizes Fastwyre to disconnect the premises from another company's incoming wiring and authorizes connection of the Services to their premises, and (ii) you warrant that you either own the premises at which the Service is being installed or if a tenant, you have obtained permission from your landlord for Fastwyre to make whatever alterations to the premises that are necessary for the installation (in the event of failure to secure such permission, Customer will defend, indemnify and hold harmless Fastwyre from all claims and damages arising therefrom).

4. Changes to Service or this Agreement. Subject to any applicable rules or laws, Fastwyre may:

(a) effective upon posting to the Fastwyre website, or at any time, by written notice to you, including e-mail and messages on or with your invoice: (i) stop offering the Service and/or Leased Equipment, (ii) change the Service and/or any of the terms and conditions of this Agreement in a way that does not directly result in a material and adverse economic impact to you, and/or (iii) reduce MRCs or NRCs. Please check Fastwyre's website and your e-mail regularly for changes.

(b) effective upon 30 days' written notice to you, including e-mail and messages on or with your invoice: (i) increase MRCs and/or NRCs or (ii) change the Service and/or any of the terms and conditions of this Agreement in a way that directly results in a material and adverse economic impact to you. Fastwyre may reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon Regulatory Activity. Your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and cancel your Service if you do not agree to the changes. Any changes or other terms you make to this Agreement, or propose in any other documents, written or electronic, are void.

5. Third Party Services, Software and Equipment. Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through Fastwyre is subject to the third-party provider's terms and Fastwyre is not responsible or liable for any such services, software, or equipment.

6. Software.

(a) **Software.** Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by Fastwyre or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including without limitation the terms and conditions of this Section.

(b) License. If the Software is accompanied by an end user license agreement (“EULA”), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, Fastwyre grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation and extends only to Customer’s own use of such Software and only on the designated Equipment or with the designated Service.

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of Fastwyre or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by Fastwyre or the third-party licensor or supplier. In addition, you agree that you will not decompile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that Fastwyre or the third-party licensor or supplier of the Software, as applicable, own all right title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades or Changes. Fastwyre may update, upgrade or change the Software and related settings on your Equipment or computer from time to time. You agree to cooperate with Fastwyre in performing such activities.

(g) Termination. Fastwyre may discontinue provision of the Software for any reason, including without limitation if Fastwyre’s agreement with a software vendor is terminated. Upon termination of your Service or Fastwyre notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other transaction with the Federal Government which calls for delivery or use of the Software by the Federal Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Federal Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The

terms and conditions of this Agreement are fully applicable to the Federal Government's use and disclosure of the Software and documentation and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Federal Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon Fastwyre to make the Agreement effective, unless Fastwyre specifically so consents by separate written agreement. Please contact Fastwyre for Software manufacturer information.

7. Service Conditions. The following conditions apply to the Service. Fastwyre may suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) **Single Location.** Your Internet service may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by Fastwyre. You may not use a WiFi hotspot in violation of this Agreement or in a way that interferes with or circumvents Fastwyre's ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, Denial of Service (DoS), etc. It is Customer's responsibility to secure computers, servers and equipment to avoid the opportunity of becoming exploited. Fastwyre may restrict your use of or interrupt the Service without notice: (i) for maintenance activities; (ii) for equipment, network, or facility upgrades or modifications; (iii) to ensure the provision of acceptable service levels to all Fastwyre customers; and (iv) in accordance with Fastwyre's [network management practices](#). Fastwyre is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) **No Resale, Distribution, Transfer, or Assignment.** You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with Fastwyre's prior consent and according to Fastwyre's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you, and it will not benefit or be enforceable by any other person or entity. Fastwyre may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(c) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of the Service, including your primary account and any secondary accounts or subaccounts registered to that account, and will not permit any unauthorized use of the Service, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service.

(d) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Fastwyre's ability to provide service to its customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(e) Monitoring and Testing the Service. Fastwyre may, but is not obligated to, monitor the Service. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications, "apps" and websites that may contain improper material. You will notify Fastwyre of the continual receipt of email that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. Fastwyre may also test Service for maintenance purposes to detect and/or clear trouble.

(f) Wi-Fi. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. Fastwyre cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and Fastwyre makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service.

(g) Data Management and Security. **FASTWYRE STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE.** You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. Fastwyre is not responsible or liable for the management or security of your data, including without limitation loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on Fastwyre servers or your computer or server.

(h) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of Fastwyre and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Fastwyre grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by Fastwyre or will be implied or arise by estoppel, with respect to any Service.

(i) Availability. Fastwyre will use reasonable efforts to have its Service available at all times, but it has no responsibility for interruptions in the Service, other than to use good faith efforts to restore

the Service, and except that the Customer will receive credit for any Service interruptions or failure upon verifiable notification to Fastwyre. **FASTWYRE MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL FASTWYRE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF FAILURE OF THE SERVICES OR THE EQUIPMENT PROVIDED. FASTWYRE'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR FASTWYRE'S FAILURE TO PROVIDE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY WILL BE LIMITED TO THE OUT-OF SERVICE CREDIT SET FORTH IN SECTION 13(F) OF THIS AGREEMENT.**

8. Installation, Maintenance and Support. Charges apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. Fastwyre will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in Fastwyre facilities (no charge if Fastwyre later finds the trouble was in Fastwyre facilities) or Fastwyre equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (A) Customer requests a service date change but fails to notify Fastwyre before the service date and Fastwyre technician is dispatched on the service date (will have to pay dispatch charge and Fastwyre will change the service date) or (B) Fastwyre technician dispatched for maintenance of service and no trouble is found in Fastwyre facilities (applies each time this happens).

9. Acceptable Use Policy. Customer agrees that all use of the Services will comply with the AUP. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). Fastwyre may immediately terminate or suspend any account which Fastwyre believes is transmitting or is otherwise connected with any Spam. Further, Fastwyre may hold you liable for Fastwyre's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay Fastwyre liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

10. Privacy. By using the Service, you acknowledge the Fastwyre Privacy Policy which describes how Fastwyre handles and protects your information, including customer proprietary network information, and how we market and communicate with you. The Fastwyre Privacy Policy may change from time to time without notice to you. Fastwyre may provide customer information to third parties or governmental entities when required or permitted by law; to establish rights or obligations under this Agreement; or to protect Fastwyre's or others' rights or property regarding our Services or the services of other providers from fraudulent, abusive or unlawful use of, or

subscription to, such services. Additionally, Fastwyre, its affiliates and third party vendors, may access and use information regarding your bandwidth usage and performance of your Service, Equipment and/or Software to: (a) perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities; (b) verify AUP compliance and network performance; (c) develop targeted marketing; and (d) comply with legal or regulatory requirements.

Fastwyre does not require or intend to access or use confidential health related information of Customer or Customer's clients (collectively "End Users") that constitutes protected health information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Fastwyre's role as a telecommunications service provider, is solely to provide a conduit for communications. Any exposure to End Users' PHI will be random, infrequent and incidental to Fastwyre's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such incidental exposure is allowable under 45 CFR 164.502(a)(1)(iii) and, as such, if an End User is a Covered Entity (as defined under applicable HIPAA rules) or supports the health care industry, then Fastwyre and Customer agree that Fastwyre is not a "business associate" or "covered entity" (as defined under applicable HIPAA rules) for the purposes of this Agreement.

11. Rates and Charges; Payment.

(a) Rates and Charges. All Service and Equipment is provided to you at the MRCs and NRCs quoted to you during the ordering process and as set forth in Product Information provided to you (which is subject to change) at the time(s) you order Service and/or Equipment. You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or lease charges, monthly Service charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, Taxes, fees, surcharges and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. Fastwyre may impose fees or surcharges to recover amounts assessed to us by third parties or related to Fastwyre's provision of Service or Equipment to you. These fees or surcharges are not Taxes and are not required by law but are set by Fastwyre and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Service, Leased Equipment, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service. In the event Fastwyre offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment. You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and, in that instance, you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any 12-month period.

(b) Payment.

(i) Billing. Charges are billed monthly with MRCs and governmental charges billed in advance, and usage and NRCs billed in arrears. Your first invoice covers both the partial month of Service and Leased Equipment from the date your Service is activated up to the first day of your first full month of Service, and your first full month of Service and Leased Equipment. You will pay all billed charges, including any Late Charges, by the due date set forth in your billing statement. Late Charges apply to all amounts not paid by the due date. Customer acknowledges the reasonableness of the Late Charge in lieu of assessing specific damages for late payments and that the Late Charge is not a penalty. Customer understands that Fastwyre may reduce or disconnect the Services offered you for non-payment of any charges due. Customer agrees that Fastwyre may require a reconnection charge, advance payment, and/or a deposit if the Services are disconnected for non-payment. If Fastwyre incurs any charges or fees to collect money owed or to assert any other right which Fastwyre may have, Customer agrees to pay such reasonable costs of collection or other action, including reasonable attorney's fees.

(ii) Paper Bill. You may view and pay your invoices from your Fastwyre account [here](#)³. A monthly fee of \$5.00 will be assessed for issuance of a paper billing statement. This fee does not apply if you elect paperless billing.

(iii) Accuracy. You will provide all information necessary for Fastwyre to provide and bill for the Service and Equipment. You affirm that the information you supply to Fastwyre is correct and complete and will promptly notify Fastwyre whenever your personal or billing information changes. You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(iv) Disputes. If you have any questions about your invoice or dispute a charge on your invoice, please contact Fastwyre customer service before the due date. The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. Except as otherwise provided by applicable law, you must notify Fastwyre of any disputes concerning any charges within 30 days after the date of your invoice. You accept all charges not disputed within 30 days. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all Fastwyre expenses incurred to recover such withheld amounts, including reasonable attorneys' fees.

(v) Deposit. Fastwyre may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from date Fastwyre received deposit until date Fastwyre refunded the deposit. If you receive Service, Equipment or Software in a state that does not require Fastwyre to pay interest on deposits, Fastwyre will not pay any interest on such deposits.

³ <https://acpsts.fastwyre.com/Account/SignIn>

12. Term and Termination.

(a) Month-to-Month Term. Unless otherwise specified herein, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) Term Commitment and Early-Termination Charge. IF YOU ORDER SERVICE WITH A TERM COMMITMENT, YOU AGREE TO MAINTAIN THAT SERVICE FOR THE ENTIRE TERM COMMITMENT PERIOD. UNLESS OTHERWISE SET FORTH IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY YOU AND FASTWYRE, IF YOU OR FASTWYRE TERMINATE THAT SERVICE BEFORE THE END OF THE TERM COMMITMENT PERIOD YOU WILL BE REQUIRED TO PAY THE EARLY-TERMINATION CHARGE SET FORTH IN THIS AGREEMENT, WHICH IS EQUAL TO 100% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE TERM COMMITMENT PERIOD. FOR PURPOSES OF THIS SECTION, MOVING, CHANGING YOUR INTERNET SERVICE PROVIDER, OR MAKING A CHANGE TO ANY PART OF YOUR SERVICE THAT CARRIES A TERM COMMITMENT IS CONSIDERED TERMINATION OF THE ENTIRE SERVICE. THE EARLY-TERMINATION CHARGE IS NOT A PENALTY. RATHER, IT IS AN OFFSET OR RECOVERY OF FASTWYRE COSTS RELATED TO EARLY TERMINATION AND THE DISCOUNTS ASSOCIATED WITH YOUR TERM COMMITMENT. THE EARLY-TERMINATION CHARGE WILL BE WAIVED IF: (A) YOU NOTIFY FASTWYRE WITHIN 30 DAYS OF THE DATE YOU ORDERED THE SERVICE WITH A TERM COMMITMENT THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND (B) FASTWYRE HAS NOT PERFORMED AND YOU HAVE NOT USED ANY OF THAT SERVICE. Fastwyre may waive the early-termination charge if you move or upgrade Service; your original term commitment period may start over. After the term commitment period, Service will continue month-to-month until terminated by you or by Fastwyre, unless otherwise set forth in a separate written agreement executed by Customer and Fastwyre.

(c) Termination. Subject to the terms of this Agreement, including but not limited to Section 12(b) above, you may terminate this Agreement and your use of the Services at any time and for any reason by calling Fastwyre at 1-833-463-FAST (3278); **you cannot terminate your Service online or by e-mail.** Subject to the terms of this Agreement, Fastwyre may terminate this Agreement, your password, your account and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due, if Fastwyre ceases to offer the Service, or if Fastwyre believes you or someone using your account or Service has violated this Agreement. Fastwyre may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Fastwyre and is subject to applicable charges. If Service is terminated by you or Fastwyre on any day other than the last day of your applicable billing cycle, your payment for that month will not be prorated or refunded and your Service will continue to be available through the end of the applicable billing cycle.

(d) Return of Equipment. Upon termination of this Agreement, you must promptly return your Leased Equipment to Fastwyre in the same condition as received, ordinary wear and tear excepted. Fastwyre will, at its option, either: (1) charge you the Equipment Charge if Fastwyre does not receive the Equipment in the aforesaid condition within 30 days after termination; (2) charge you the Equipment Charge upon termination and credit you back for such charge if Fastwyre receives your Equipment in the aforesaid condition within 30 days following termination; or (3) continue to charge you for the Equipment until Fastwyre receives the Equipment.

(e) Deletion of Data upon Termination. Upon termination of your Service, Fastwyre may immediately delete all data, files, and other information stored in or for your account or on your website without notice. In certain circumstances you may request that Fastwyre reactivate your account and restore your deleted website hosting and e-mail data. Fastwyre must receive your request no later than 90 days after termination.

13. Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. FASTWYRE EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. FASTWYRE RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER FASTWYRE HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, FASTWYRE, ITS AFFILIATES, AND THEIR RESPECTIVE AGENTS AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT EVEN IF ANY SUCH DAMAGES ARE CAUSED BY FASTWYRE, ITS AFFILIATES OR THEIR RESPECTIVE AGENTS OR CONTRACTORS.

(c) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15 BELOW IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 13, YOUR EXCLUSIVE

REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCS OR USAGE CHARGES PAID BY YOU TO FASTWYRE FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. FASTWYRE'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCS AND USAGE CHARGES PAID BY YOU TO FASTWYRE UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) FASTWYRE DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD PARTY AND THE THIRD PARTY FAILS TO PROVIDE THAT SERVICE, FASTWYRE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.

(e) FASTWYRE DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(f) FASTWYRE'S SOLE LIABILITY AND YOUR SOLE REMEDY FOR FASTWYRE'S FAILURE TO PROVIDE THE SERVICE AND INTERRUPTIONS IN THE SERVICE WILL BE LIMITED TO AN OUT-OF-SERVICE CREDIT FOR THE PERIOD DURING WHICH SERVICE WAS INTERRUPTED IF SERVICE IS INTERRUPTED FOR MORE THAN 48 HOURS AFTER WRITTEN NOTICE BY THE CUSTOMER TO FASTWYRE. CREDIT ALLOWANCES ARE CALCULATED ON THE BASIS OF A 30-DAY MONTH, AND THE CREDIT WILL BE A PRO-RATA AMOUNT OF THE SERVICE CHARGE BASED ON THE DURATION OF THE INTERRUPTION. FASTWYRE WILL HAVE NO LIABILITY FOR, AND THE OUT-OF-SERVICE CREDIT WILL NOT APPLY TO, INTERRUPTIONS RESULTING FROM NEGLIGENCE OR NONCOMPLIANCE WITH THIS AGREEMENT ON THE PART OF CUSTOMER, THE OPERATION OR MALFUNCTION OF FACILITIES, POWER OR EQUIPMENT PROVIDED BY CUSTOMER, OR A FORCE MAJEURE EVENT.

(g) As part of providing Service we may access your premises, computer hardware and software, and your networking and Internet related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or such equipment. Fastwyre's liability is limited to damage arising from willful misconduct or grossly negligent acts of Fastwyre technicians in accessing your premises, computer, or networking and Internet-related equipment up to \$500. This is your sole remedy for such activity and neither Fastwyre nor its affiliates or their respective agents or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct and is NOT part of any benefit under this Agreement.

(h) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

14. Personal Injury, Death, and Property Damage. FASTWYRE'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF FASTWYRE RELATED TO THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (AS LIMITED IN SECTION 13 ABOVE), OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY FASTWYRE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. FASTWYRE AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS, REGARDLESS OF THE CAUSE. DAMAGES UNDER THIS SECTION WILL BE SUBJECT TO THE LIMITATION OF LIABILITY IN THIS AGREEMENT BUT NOT THE DAMAGE CAP. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

15. Warranty.

(a) Limited Warranty for Equipment. Fastwyre extends a Limited Warranty to the original purchaser or renter (you) for the Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from Fastwyre at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

LIMITED WARRANTY

(i) This Equipment is warranted by Fastwyre to the person originally purchasing or renting the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the modem lease (only for modems leased from Fastwyre); and (B) with respect to Equipment that is purchased, for the applicable warranty period provided by the manufacturer of such Equipment.

(ii) This Limited Warranty covers only the basic operations of the Equipment, and Fastwyre does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, or operating or other system. If the Equipment malfunctions due to a manufacturing defect, before the applicable warranty period expires, Fastwyre will replace or repair it, at its option, without charge, so long as (A) you notify Fastwyre by calling the number set forth in Section 15(a)(vi) below, report that the Equipment's basic operations are not functioning properly,

and cooperate with the Fastwyre representative to evaluate the circumstances; (B) the date you so notify Fastwyre is within the warranty period specified above; and (C) you promptly return the Equipment to Fastwyre. Fastwyre will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within 30 days after you comply with (A) through (C), above; (2) provide you with an expedite option whereby Fastwyre will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, Fastwyre may charge you, via a credit card that Fastwyre accepts or other means Fastwyre chooses, for the full retail cost of the replacement Equipment (“Advance Charge”), and if you return and Fastwyre receives your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, Fastwyre will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option that you and Fastwyre may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) Repaired/Replacement Equipment. Fastwyre may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at the sole discretion of Fastwyre. This Limited Warranty will apply to the replaced or repaired Equipment until the end of the warranty period set forth herein or such longer period as may be provided by the manufacturer or such Equipment. All replaced products or parts become the property of Fastwyre and will not be returned.

(iv) Exception and Exclusions. This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by Fastwyre, its affiliates, their respective contractors or employees will vary the terms of the Limited Warranty.

(v) No Other Express Warranties and Limitation of Implied Warranties. This Limited Warranty is the only express warranty extended by Fastwyre in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If you have questions or comments, please contact Fastwyre at 1-833-463-FAST (3278).

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, AND EQUIPMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEEDING SECTION, FASTWYRE PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF

ANY KIND, WRITEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. FASTWYRE DOES NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY FASTWYRE, ITS AFFILIATES, OR THEIR RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. FASTWYRE IS NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. FASTWYRE TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. FASTWYRE MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

16. Indemnification. You agree to indemnify, defend, and hold harmless Fastwyre, its affiliates, and their respective contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; (e) negligent acts, errors, or omissions by you; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Fastwyre.

17. Governing Law & Venue.

(a) This Agreement will be governed and construed in accordance with the laws of the state in which you receive the Service and applicable federal law.

(b) Waiver of Jury and Class Action. By this Agreement, both you and Fastwyre are waiving the right to a jury trial on our respective claims and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

18. Notices. Except as otherwise provided herein, all required notices to Fastwyre must be in writing and sent to 153 W. Dave Dugas Rd., Sulphur, LA 70665; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you when you ordered Service or Equipment or at a later time. You agree to provide Fastwyre with any and every change to your e-mail address by contacting Customer Service at 1-833-463-FAST (3278). If you fail to provide updated e-mail address information to Fastwyre, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the e-mail address you provided.

19. General. If any term of this Agreement is held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. Fastwyre will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements, documents, policies and posted information referenced herein, constitutes the entire agreement between you and Fastwyre with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and Fastwyre related to the Service, Software, or Equipment, the provisions of this Agreement will control. Please call Fastwyre at 1-833-463-FAST (3278) if you have any questions regarding your account.