



Terms of Service Agreement for Southern Fiber Worx, LLC Business Internet Access and Voice Telephone Services

This Terms of Service Agreement for Southern Fiber Worx, LLC Business Internet Access and Voice Telephone Services ("Terms of Service") is made and entered into by and between you our customer ("you" or "Company") and Southern Fiber Worx, LLC, 1216 E. 13th Ave., Cordele, Georgia, a Georgia limited liability company, referred to herein as the "SFW". Company and SFW shall each be referred to herein as a "Party," and collectively as the "Parties." Company's acceptance of this Agreement occurs by and upon the earliest of: (a) Company's execution of a Service Order; (b) Company's acceptance of the Agreement electronically or in the course of installing any Software provided by SFW; (c) Company's use of any Service; or (d) Company's retention of any Software we provide beyond thirty (30) days following delivery.

The following terms apply to all Services purchased by Company pursuant to this Agreement:

1. **Scope of Agreement.** This Agreement include these Terms of Service, the SFW Acceptable Use Policy ("AUP"), the SFW Privacy Policy, the SFW Web Site Terms of Use and Disclaimer, the SFW Web Site Privacy Policy, and other SFW Policies, each of which is set forth at www.southernfiberworx.com/legal; the standard SFW rates, as applicable; and any and all rates, terms, and conditions contained in the applicable Service Order(s) signed by the Parties (collectively, "Agreement"). These Terms of Service provides the Terms and Conditions for the following Services, to the extent such Services are offered by SFW and purchased and/or used by Company: Internet Access Service, VoIP Telephone Service, including nomadic VoIP Service, when offered, Toll Free Service, and Remote Call Forwarding Service.

2. **Services and Definitions.** The following terms shall be defined as follows:

a) "Bundled Service" means a combination of SFW Internet Access Service with SFW Voice Telephone Service or any other SFW services purchased pursuant to this Agreement.

b) "Internet Access Service" means SFW Business Internet and any other Internet access services offered by SFW.

b) "Content" means content provided by SFW or its third party licensors, providers or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text, with the exception of content uploaded by and stored on behalf of users.

c) "Equipment" means the modem, router and/or other equipment provided by SFW for use with the Service, including any router provided to you by SFW (either rented by you or required to be returned to SFW upon termination of Service), but shall not include any router that you purchase from SFW or a third party.

d) "Service" means any SFW Internet Access service, SFW Voice Telephone Service, or other service purchased by Company from SFW pursuant to this Agreement, including all software, content, static IP address, and/or related services, SFW Web Sites, any software or hardware provided by SFW in connection with Services, and such other SFW products or services purchased pursuant to this Agreement.

e) "SFW Web Site" mean the sites located at www.southernfiberworx.com.

f) "Software" means any software provided by SFW to Company in connection with Services, whether owned by SFW or third parties.

g) "Voice Telephone Service" or "Voice Service" means SFW Business Voice and any other telephone services delivered over Voice over Internet Protocol ("VoIP") utilizing the Internet Access Service connection provided by SFW pursuant to this contract.

3. Term and Termination. This Agreement shall be effective upon your acceptance of this Agreement and shall continue in effect until either Party terminates this Agreement as provided herein. Your service start date for any Service will be as designated in the Service Order. If you subscribe to a plan with a minimum term commitment (a "Term Plan") as detailed in a Service Order, you agree to maintain your Service or Bundled Service for the duration of that Term Plan, including any renewal Terms, if applicable. Your Term Plan begins as designated in a Service Order that includes a Term Plan. You will begin receiving any Term Plan or other discount associated with a Bundled Service plan on the date designated in any such Service Order. Your Term Plan will expire at the end of the initial minimum term commitment. If a Term Plan expires, your Service automatically converts to the then applicable month-to-month rates, as posted at www.southernfiberworx.com/legal, which rates may be higher than Term rates, unless you notify SFW and enter into a new Term Plan by executing a new Service Order before the Term Plan expires. When you execute a Service Order, the monthly rates, minimum term periods, renewal terms, early termination fee and other terms of that Service Order will apply and become part of this Agreement. We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service generally or to your location. If we cease offering the Service (or any part thereof), we will give you at least thirty (30) days advance notice.

4. Changes to Service. We reserve the right to change the Service (or any part thereof), at any time with or without notice to you. If such a change materially and adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service without further obligation.

a) Changes to SFW Voice Telephone Service. If you change or discontinue your local telephone service, we may in our discretion either terminate your Internet Access Service or continue to provide Internet Access Service without SFW Voice Telephone Service at the then-current rates, terms and conditions applicable to your new Service plan, and you agree to pay any new or higher monthly fee that may apply to your new Service plan.

b) Upgrade to Bundled Service. In the event you upgrade to a Bundled Service or otherwise upgrade your Service plan by executing a new Service Order, a new term commitment will apply per the terms of the Service Order starting on the effective date of your new Bundled Service plan.

5. Prices/Billing. For any Service or Bundled Service, we will give you at least thirty (30) calendar days prior notice of a price increase in the manner set forth in Section 42 below or by United State Mail, email to your email address on file with us, or by notice on or with your bill. Prices for Term Plan Services are guaranteed until the expiration of the Term Plan, subject to the provisions of this section. Your continued use of the Service or Bundled Service after a price change is effective constitutes your acceptance of the price change.

a) Taxes and Surcharges. You agree to pay all charges associated with your Services, including but not limited to: a) applicable taxes; b) surcharges; c) Federal Universal Service Fund and other recovery fees; d) telephone charges; e) activation fees; f) installation fees; g) setup fees; h) equipment charges; i) technician dispatch fees; j) early termination fees; and k) other nonrecurring charges. Notwithstanding the pricing guarantee set forth above, the taxes, fees and other charges detailed in this section a) - d) may vary on a monthly basis; any variation will be reflected in your overall monthly charge. The amounts and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to interest and charges due to insufficient credit or insufficient funds. Activation fees, installation fees, setup fees, equipment charges, and other non-recurring charges, if applicable, will be included in your first month's bill.

b) Other Charges. You acknowledge that you may also incur data charges or fees from a wireless or internet service provider (which may be SFW or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to SFW and third parties, including all applicable taxes, and you are solely responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions. Monthly

Service and Bundled Service recurring charges will be billed one month in advance. Billing for Service(s) will automatically begin on the date indicated in your Service Order unless you are notified otherwise by SFW. We may, at our election, waive any fees or charges. You will begin receiving any discount associated with a Bundled Services plan as provided in your Service Order. SFW or its agent will bill you directly. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.

6. Payment, Late Fee and Consent Regarding Credit. We will invoice you monthly, as applicable. Payment must be made one month in advance. Payment to SFW is due upon receipt of invoice. You agree to pay interest at the rate set forth on your bill (or the maximum interest allowed by law, whichever is less). SFW may assign unpaid delinquent charges to a collection agency for action. In the event SFW utilizes a collection agency or takes legal action to recover monies due, you agree to reimburse SFW for all expenses incurred to recover such monies (including attorney's fees). We may evaluate your credit history before modifying or providing Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a credit agency report in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to credit reporting agencies which will negatively affect your credit report.

7. Refundable Deposit. We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Customer Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Customer Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.

8. Early Termination Fee. Except as otherwise set forth in this Agreement, if Service provided pursuant to a Term Plan is removed or terminated by you (or by us if you breach this Agreement) before you have completed the then-current initial Term, then you agree to pay SFW the early termination fee set forth in your Service Order. It is agreed that SFW's damages, if you cancel your Service, are difficult or impossible to ascertain. Therefore, the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty. In addition, if you cancel Service after any Term Plan has expired, you agree to pay us all Service fees accrued as of the cancellation date.

9. No Warranties. ADVICE OR INFORMATION GIVEN BY SFW OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY. USE OF SFW TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SFW AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING,

CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IN ADDITION, SFW DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (SPEED) OF THE SERVICE IS SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, THE WIRING INSIDE YOUR LOCATION, COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AND NETWORK/INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR SFW SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY SFW-PROVIDED EQUIPMENT). SFW DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY SFW WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

10. Your Responsibilities; Notices; Revisions to Terms of Service.

a) Your Responsibilities. You represent that you are eighteen (18) years of age or older, that you have the power and the legal authority to enter into this Agreement, and that the information you supply to us is correct and complete. You acknowledge and agree that you are solely responsible for all use of the Service, including the manner in which the Service is used by anyone who uses the Service with or without your permission. If you use a wireless router or similar device, you are responsible for securing your wireless network and for any use of the Service via your wireless network by you, your guests or any other third parties. Any use of your Service by you, your guests or other third parties that violates the terms of this Agreement, including the AUP, shall be considered a breach by you and you agree to indemnify and hold harmless SFW from any losses, damages, or costs resulting from any third-party claim or allegation arising out of or relating to any third party use of the Service. You may not resell or rent the Service to third parties or allow third parties to use the Service via wired, wireless or other means for any commercial purpose. You may connect multiple computers/devices within a single office or business location to your Service router to access the Service, but only through a single account and an IP address(es) obtained from SFW, and only for use by your Company. You agree to use the Service only within the United States.

b) Use of the Service and Management of Data, Devices and Software. You understand and agree that you are solely responsible for the protection, storage, backup and security of your and any guest's data, software, devices, computer network and other facilities, as well as your choice of equipment, software and online

content; and all other matters related to how you access and use the Service. You acknowledge and agree that the reliability, availability and performance of data or services accessed through the Internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by SFW. You also agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. In addition, you agree that your use of the Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. YOU AGREE THAT SFW IS NOT RESPONSIBLE FOR THE LOSS OF YOUR OR ANY THIRD PARTY DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR, OR YOUR PERMITTED GUESTS' DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON SFW'S OR ANY THIRD PARTY'S SERVERS.

c) SFW Management of Data and Network Performance. We reserve the right to (i) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple SFW servers for back-up and maintenance purposes; and (ii) block or remove any unlawful content you store on or transmit to or from any SFW server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access. SFW automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and equipment's profile and settings and the installation of Software we provide. You agree to permit us to access your computer and equipment and to monitor, adjust and record such data, profiles and settings solely for the purpose of providing the Service. You also consent to SFW's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and equipment settings, as they relate to the Service, Software, or other services, which we may offer from time to time. SFW reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our customers. Should SFW change such password(s), we will use reasonable means to notify the customers affected, which may include email to the contact email address we have on file and/or through notice on the SFW Web Site.

d) Limitations on Use of Service. You agree that SFW assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and does not endorse any advice or opinion contained therein. SFW does not monitor or control such services, although we reserve the right to do so. SFW may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Service and to protect others and ourselves. By transmitting, uploading, downloading, posting or submitting any

information or material using the Service or the web site tools, you (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; and (ii) warrant that no other party has rights to the information and you represent that when you transmit, upload or download, post or submit any content, images or data does not violate the copyright or trademark laws or any other third party rights.

e) Any web sites linked to or from the Service are not reviewed, controlled, or examined by SFW and SFW is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of any linked sites or content from the Service, including sites or content advertised on the Service, does not imply endorsement of the linked site or content by SFW. Any dealings that you have with third parties, merchants or advertisers found on the Service are between you and the third party, merchant or advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against a third party, merchant or advertiser. In no event shall SFW be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites.

f) If you choose to access the SFW Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the county in which you reside. SFW makes no representation that materials on the SFW Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

g) Notices Regarding the Service. You understand and agree that from time to time we may send you information relating to the Service (including but not limited to password information), via electronic mail over the Internet to your contact email address. You consent to our distribution of such information to you electronically and you agree to check your email boxes periodically for account related information that we provide.

h) Revisions to Terms of Service. You understand and agree that we may, from time to time, revise the terms and conditions of this. The current version of this Agreement shall be available to you on SouthernFiberWorx.com/terms ("Terms Website"). We will provide notice of any material revisions by: i) sending an email to the contact email address we have on file for you or ii) by including notice of the revision with or on your monthly bill. You agree to visit the specified web pages periodically to be aware of and review any such revisions. Revisions to the Agreement are effective upon posting to the Terms Website or as otherwise specified in the Agreement or our notice. Increases to the monthly price of your Services shall be effective thirty (30) days after the date we provide notice of the change. By continuing to use any of the Service after the date the revision(s) are posted to the Website, you accept and agree to the revisions and to abide by them. If you do not agree to the revision(s), you must

terminate your Service immediately and such termination may be subject to any applicable early termination fees.

i) Entry to Company's Business. You agree to allow us to enter your business during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our Equipment and Service. You will allow us to make attachments and connections that are necessary to provide Service to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises. In general, and without limiting this section or any other provisions of this Agreement, SFW will manage its network on its side of the Optical Network Terminal ("ONT") and Customer will maintain and manage its equipment and facilities on its side of the ONT.

11. Indemnification. You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by us, any modification of the Services, or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without SFW's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim. The indemnifying party may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of the indemnified party. THE PARTIES DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.

12. Compliance with Laws.

a) You agree not to use, or permit others to use, the Service in ways that: (i) violate any law or applicable regulation, this Agreement or our AUP or our other policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or other networks. By way of example and not limitation, you agree not to distribute unsolicited advertising, chain letters or other spam; propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) with or without notice if your use of the Service, in our sole judgment, violates this Agreement or our AUP, or otherwise adversely affects or threatens any SFW network or service, customer or employee.

b) Providing Information about You in Response to Legal Process.

We reserve the right to provide information about your account and your use of the Service to third parties as required or permitted by law (e.g., in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the SFW network consistent with applicable law. In addition, SFW is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any appropriate information including the identity of users, account information, images and other facts to law enforcement and the National Center for Missing and Exploited Children.

13. Software Provided.

a) SFW may provide to you, at no cost or for a fee, Software owned by SFW or its third party licensors, providers or suppliers in connection with the Services ("Software"). You may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from SFW or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

b) If the Software is not accompanied by an end user license agreement from SFW or a third party, you are hereby granted a personal, revocable, non-exclusive, non-transferable license by SFW or its third party licensors, providers or suppliers, to use the Software, including and any corrections, updates and upgrades thereto, for the sole purpose of enabling you to use the Service.

c) You agree that the Software is the confidential information of SFW or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by SFW or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that SFW or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is

strictly prohibited. We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.

d) IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT SFW PROVIDES YOU WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, YOU AGREE THAT YOUR SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM OR FOR PERSONAL INJURY OR DATA LOSS, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.

e) SFW provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, SFW does not provide technical assistance or support for third party Software. Technical assistance or support with regard to third party Software provided by the Software supplier is provided in accordance with such third party's policies or other terms.

f) Your license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by SFW, its third party licensors, providers or suppliers, or until this Agreement expires or is terminated.

g) Other Third Party Agreements. You agree to comply with the terms of service that apply to any websites or other services you access on the Internet and agree that the third party provider of such services and not SFW is solely responsible for the delivery of its services(s) to you and your use of them. Third party services include, but are not limited to, portal, music, video, auction, security, financial, gaming, storage and photography services, whether or not SFW has made such services available to you. Violations of such third party provider's terms of service may, in SFW's sole discretion, result in the termination of your Service. You further agree to indemnify, defend and hold SFW harmless from and against any claims or liabilities that may result from your use of such third party services.

h) All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the SFW Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by SFW, its affiliates or licensors. All title and intellectual property rights in and to the information and Content which may be accessed through use of the SFW Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such Content, nor does it grant any rights to the SFW Web Sites, other than the right to the SFW Web Sites according to the terms of this Agreement.

14. Return of Equipment, Deletion of Software and Deletion of Data Upon Termination of Service. If your Service is terminated for any reason and you received

Equipment from SFW, you must return the Equipment to SFW within thirty (30) days, as instructed by SFW, or you will be charged for the Equipment. Failure to return any Equipment you received from SFW, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial. You must also cease use of all Software provided and immediately delete such Software from your computer. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, SFW HAS THE RIGHT IMMEDIATELY TO DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

15. Customer Equipment; Suspension for Maintenance; Email Security; Backup and Maintenance.

a) Customer Equipment. You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Service, and to operate your computer. The preceding obligations apply regardless of whether SFW or a third party provided the software or hardware to you. Only the manufacturer's warranties included with any hardware or software provided by us shall apply. Hardware (routers or other equipment) provided is new or fully inspected and tested.

b) We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

c) Email Security. SFW reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including without limitations, viruses, spam, phishing, identity theft and any other potentially disabling or harmful threat or abuse. These security measures may include but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters anti-virus or anti-spyware software, or blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account.

d) SFW Backup and Maintenance. SFW may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple SFW servers. SFW may access, copy, block or remove any Content stored on your Service, whether pursuant to a subpoena or otherwise. We do not guarantee that these procedures will prevent the loss of, alternation of, or the improper access to, your information.

16. Termination. To the extent permitted by applicable law, Company or SFW may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to SFW. Installation or set-up fees paid at the initiation of the

Service, if any, are not refundable. Termination by us will be effective upon notice to you. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty (30) calendar days overdue in payments or if, in our reasonable judgment, you have violated any provision of this Agreement, including our AUP. We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.

17. Resolution of Disputes.

a) The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties further agree that this Agreement does not permit class arbitration.

b) At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

c) If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy exceeds five thousand (\$25,000.00) dollars, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of twenty-five (25) of the following: interrogatories, demands to produce documents and requests for admission. Each Party is also entitled to take the oral deposition of one (1) individual representing another Party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in the county where Service is provided to you by SFW. The arbitrator shall control the

scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

d) If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy does not exceed five thousand (\$25,000.00), the dispute may be submitted to court in the jurisdiction in which service is provided for resolution in accordance with its rules and procedures.

e. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

18. Limitation of Liability. IN NO EVENT SHALL SFW OR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO COMPANY FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.

19. Limitation of Damages. OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, FAILURE OF SFW TO PROVIDE ACCESS TO ITS FACILITIES OR NETWORK, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL TAXES) YOU HAVE PAID TO SFW FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. Third Party Beneficiaries. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO SFW'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

21. IP Addresses. Upon expiration, cancellation or termination of this Agreement for any reason, you agree to return to us any IP addresses or address

blocks assigned to Company by SFW. If we deem it necessary, you may be required to renumber the IP addresses assigned to Company by SFW.

ADDITIONAL TERMS APPLICABLE TO VOICE TELEPHONE SERVICE

Sections 22 through 27 apply specifically to Voice Telephone Service.

22. Usage Billing.

a) Voice Service calling plans billed as a flat monthly fee may not include certain call types, which will be billed by SFW on a per-call (e.g., operator services) or measured basis (e.g., outbound international). A measured call begins for billing purposes when the call is answered by the called party or an automated answering device (e.g., answering or fax machines) and ends when either the calling or called party disconnects the call.

b) Except as otherwise provided herein, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

c) Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges SFW on that basis, SFW will charge Company for a completed call. Voice Service pricing lists and fees can be found at www.southernfiberworx.com/legal. Except as otherwise prohibited by law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. SFW also reserves the right to round up any and all Voice Service invoice amounts to the nearest one (1) cent.

23. Use Policy.

a) Use Restrictions. Except as otherwise provided herein, Voice Service may only be used at Service Location(s) where such service is installed by SFW. COMPANY UNDERSTANDS AND ACKNOWLEDGES THAT IF COMPANY ATTEMPTS TO INSTALL OR USE THE SFW EQUIPMENT OR VOICE SERVICE AT ANOTHER LOCATION, VOICE SERVICE, INCLUDING BUT NOT LIMITED TO 911 AND ENHANCED 911 ("911/E911"), MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. It will be considered a material violation of the Agreement if Company moves Voice Service to another location without first notifying SFW. Company expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If SFW determines in its sole discretion that Company's use of Voice Service is excessive or violates this Agreement, SFW reserves the right,

among other things, to terminate or modify Voice Service immediately and without notice.

24. Service Limitation.

a) Disruption of Service. Company acknowledges that Voice Service will not be available for use under certain circumstances, including, for example, when facilities are not operating or if electrical power is interrupted and Company-provided or SFW equipment lacks backup. Company also acknowledges that the performance of any SFW battery backup is not guaranteed. IF BATTERY BACKUP DOES NOT PROVIDE POWER, VOICE SERVICE INCLUDING CALLS TO 911 WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED. Company also understands that certain online features, where available, of Voice Service, will also be unavailable during, for example, interruption of the Internet connection.

b) Provision of Service. Subject to the terms and conditions herein, Voice Service is intended for commercial use only.

c) Nomadic Functionality of Certain Voice Service. SFW MAY AT SOME TIME BEGIN SELLING OR PROVIDING CERTAIN VOICE SERVICE WITH NOMADIC FUNCTIONALITY. IN SUCH AN EVENT, COMPANY AGREES TO COMPLY WITH ALL USER GUIDES, REQUIREMENTS AND INSTRUCTIONS PROVIDED BY SFW, INCLUDING BUT NOT LIMITED TO UPDATING THE SERVICE LOCATION ASSOCIATED WITH THE NOMADIC VOICE SERVICE OR SFW EQUIPMENT. COMPANY UPDATES TO THE SERVICE LOCATION MUST BE MADE A MINIMUM OF 72 HOURS PRIOR TO MOVING NOMADIC SERVICES AND/OR SFW EQUIPMENT TO ENSURE THE RECORDS UPDATE IS IN PLACE BY THE TIME OF THE RELOCATION. FAILURE TO COMPLY WITH THIS PROVISION MAY DISRUPT COMPANY'S ABILITY TO COMPLETE 911/E911 CALLS AND EFFECTIVELY USE 911/E911 SERVICES.

25. Limitations of 911/E911

a) Limitations. Voice Service includes a 911/E911 function that may differ from the 911 or E911 functions furnished by other providers. 911/E911 SERVICE FURNISHED BY SFW MAY HAVE CERTAIN LIMITATIONS. COMPANY ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911 SERVICE PROVIDED BY SFW.

b) Correct Address. MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO PROGRAM THEIR SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION FOR (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, OR DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) 911 CALLS. COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT IT, AND NOT SFW, BEARS SOLE RESPONSIBILITY TO ENSURE THAT IT IDENTIFIES AND COMPLIES WITH ALL

SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT. IN ORDER FOR 911/E911 CALLS TO BE PROPERLY DIRECTED TO EMERGENCY SERVICES, SFW MUST HAVE COMPANY'S CORRECT SERVICE LOCATION ADDRESS. IF COMPANY MOVES VOICE SERVICE TO A DIFFERENT SERVICE LOCATION WITHOUT OBTAINING SFW'S APPROVAL AND PROVIDING THE CORRECT INFORMATION TO SFW, 911/E911 CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY, MAY TRANSMIT THE WRONG SERVICE LOCATION ADDRESS, AND/OR VOICE SERVICE INCLUDING 911/E911 MAY FAIL ALTOGETHER. THEREFORE, COMPANY MUST CONTACT SFW BEFORE MOVING VOICE SERVICE TO A NEW SERVICE LOCATION, OR A NEW LOCATION WITHIN A SERVICE LOCATION. COMPANY ACKNOWLEDGES THAT 911 CALLS FROM NOMADIC SFW EQUIPMENT ASSIGNED TO THE SAME TELEPHONE NUMBER WILL REACH THE EMERGENCY AUTHORITY ASSOCIATED WITH THE REGISTERED SERVICE LOCATION.

c) Service Interruptions. Company acknowledges and understands that Voice Service uses the electrical power in Company's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Company-provided equipment and/or SFW equipment is not installed, fails, or is exhausted after several hours. Company is urged to arrange for their own backup power supply. The duration of SFW Voice Service during a power outage will depend upon, among other factors, Company's backup power choice and proper configuration of the Company's disaster recovery features. SFW BEARS NO RESPONSIBILITY FOR SUCH LOSS OF VOICE SERVICE.

d) Network Facilities. Calls, including calls to 911/E911, may not be completed if Company exceeds its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

e) Limitations for 911/E911 for Nomadic Users. SFW ONLY SUPPORTS 911/E911 CALLS IN THOSE AREAS OF THE U.S. WHERE SFW CAN DIRECT COMPANY'S 911 CALLS TO THE APPROPRIATE PUBLIC SAFETY ANSWERING POINT ("PSAP"), WHERE 911/E911 CALLS ARE ANSWERED, IN A MANNER CONSISTENT WITH APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING FCC RULES AND REQUIREMENTS. COMPANY ACKNOWLEDGES THAT 911 CALLS FROM NOMADIC SFW EQUIPMENT, IF AND WHEN PROVIDED, WILL NOT REACH THE EMERGENCY AUTHORITY ASSOCIATED WITH THE ORIGINAL REGISTERED SERVICE LOCATION UNLESS COMPANY UPDATES THE SERVICE LOCATION ADDRESS AS DESCRIBED HEREIN. SFW WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF NOMADIC VOICE SERVICE AND/OR SFW EQUIPMENT THAT IS OUTSIDE ITS 911/E911 VOICE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, COMPANY WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911.

f) Company-initiated 911 Testing. If Company chooses to make test

calls to 911, it agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.

g) Suspension and Termination by SFW. Company understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where SFW make these features available, will be disabled if Company's account is suspended or terminated.

h) ADDITIONAL 911/E911 VOICE SERVICES LIMITATION OF LIABILITY AND INDEMNIFICATION. COMPANY ACKNOWLEDGES AND AGREES THAT NEITHER SFW NOR ITS AFFILIATES, PARTNERS, OR OTHER ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. COMPANY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SFW AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, BY, OR ON BEHALF OF, COMPANY OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

26. Voice Equipment Requirements

a) Multimedia Terminal Adapter ("MTA"). To use Voice Service, Company may need an MTA, application layer gateway ("ALG"), analog telephone adapter ("ATA") or other similar adapter device. Company can lease an MTA from SFW, in which case it will be SFW equipment under this Agreement. Company agrees to keep the MTA plugged into a working electrical power outlet at all times.

b) Incompatible Equipment and Services. Company acknowledges and understands that certain Voice Service may not support or be compatible with:

(i) Non-recommended configurations including MTAs, ATAs or ALGs not currently certified by SFW as compatible with Voice Service;

(ii) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;

(iii) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange ("PBX") equipment, answering machines, and traditional Caller ID units;

(iv) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;

(v) 311, 511, or other x11 calling (other than 411, 611, 711, and

911); and

(vi) Other call types not expressly set forth in SFW's product literature (e.g., outbound shore-to-ship calling).

Company's attempt to use any such systems in connection with Voice Service is solely at its own risk and SFW shall not be liable for any damages whatsoever for the failure of any such devices to operate properly and/or damage to such services or devices.

27. Additional Limitations On SFW'S Liability for Voice Service

a. Limitations on SFW's Liability for Directory Listings and Directory Assistance for Voice Service Customers. THESE LIMITATIONS SHALL APPLY WHERE SFW MAKES AVAILABLE AN OPTION TO LIST COMPANY'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) COMPANY REQUESTS THAT COMPANY'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) COMPANY REQUESTS THAT COMPANY'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR COMPANY'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF SFW SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH COMPANY HAS ACTUALLY PAID TO SFW TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. COMPANY SHALL HOLD HARMLESS SFW AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY ANY OF THE ERRORS AND OMISSIONS REFERENCED ABOVE. IF SFW MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, SFW WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

b. Company Information. SFW and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Company's voicemail, call detail, data, files, or other information that is stored on SFW's or its suppliers' servers or systems, in accordance with our storage policies. Company understands and acknowledges that SFW shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICE

Sections 28 applies specifically to Toll Free Service.

28. Additional Terms Applicable To Toll Free Service. In addition to the other terms and conditions of this Agreement, the following is specifically applicable to SFW Toll Free Service:

a) Limitation. In order to obtain Toll Free Service from SFW, Company must have Voice Service, and must map each Toll Free telephone number (“TFN”) to a Voice Service telephone number (“VTN”). If Company terminates a VTN at any time during the Toll Free Services term, Company must immediately designate or purchase a new VFN to map the TFN to, port out the TFN to another toll free carrier, or disconnect the TFN. If Company fails to take one of these actions immediately, SFW will disconnect the TFN. SFW shall have no liability for loss of Toll Free Service which results from Company failing to take immediate action as indicated above.

b) Term and Termination. Toll Free Service is offered on a month-to-month basis. Company shall have the right to terminate Toll Free Service at any time for any reason upon thirty (30) days prior notice to SFW, subject to payment of all outstanding amounts due for the Toll Free Service and the return of any and all SFW equipment. Termination of Toll Free Service is not subject to Termination Charges and Toll Free Service will terminate simultaneously with Company’s Voice Service.

c) Authorization. When ordering Toll Free Service, as set forth or referenced in each applicable Service Order, Company authorizes SFW to act as its agent in initiating and provisioning such Toll Free Service.

ADDITIONAL TERMS APPLICABLE TO REMOTE CALL FORWARDING SERVICE

Sections 34 through 36 apply specifically to remote call forwarding Service offered by SFW:

34. Limitation. In order to purchase and retain Remote Call Forwarding Service with SFW, Company must have Voice Service, and must map each Remote Call Forwarding telephone number (“RCFTN”) to a Voice Service telephone number (“VTN”). If Company terminates a VTN at any time during the Remote Call Forwarding Service term, Company must immediately map the applicable RCFTN to another Digital Voice telephone number on Company’s SFW account; purchase a new Digital Voice telephone number to map to the RCFTN; port out the RCFTN to another carrier if feasible; or disconnect the RCFTN. If Company fails to take immediate action as indicated above, SFW will disconnect the RCFTN. SFW shall have no liability for loss of Remote Call Forwarding Service which results from Company failing to take immediate action as indicated above.

35. Term and Termination. Remote Call Forwarding Service is offered on a month to month basis. Company shall have the right to terminate Remote Call Forwarding Service, at any time, for any reason, upon thirty (30) days prior notice to SFW, subject to payment of all outstanding amounts due for the Remote Call Forwarding Service and the return of any and all SFW equipment. Termination of Remote Call Forwarding Service is not subject to Termination Charges. Remote Call Forwarding Service will terminate simultaneously with Company’s Voice Service.

36. Authorization. When ordering Remote Call Forwarding Service, as set forth or referenced in each applicable Service Order, Company authorizes SFW to act

as its agent in initiating and provisioning such Remote Call Forwarding Service.

FURTHER TERMS AND CONDITIONS GENERALLY APPLICABLE TO THIS AGREEMENT

37. Privacy. Any Service offered by SFW may rely upon SFW's or third party managed data networks and the public Internet. SFW will exercise reasonable precautions to secure the transmission of the Services. SFW will treat your information transmitted over the Service in a manner consistent with the SFW Privacy Policy located at www.southernfiberworx.com/legal.

38. Customer Proprietary Network Information ("CPNI"). In the course of SFW's customer relationship with Company, SFW may obtain information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier. In addition, SFW may obtain information contained in the SFW bills pertaining to telephone exchange service or telephone toll service. The Federal Communications Commission ("FCC") classifies this information as Customer Proprietary Network Information ("CPNI") and imposes restrictions on the manner in which SFW may use such information. (CPNI does not include your name, address, and telephone number, referred to by the FCC as "subscriber list information.") As such, and in accordance with such restrictions, SFW will only use this information, without further authorization from you, to offer you: i) services of the type you already purchase; and/or ii) services offered by SFW that may be different from those offered to you currently by SFW. SFW will apply these CPNI policies to both its Internet Access and Voice Services.

39. Force Majeure. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.

40. Publicity. Company shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with SFW or its affiliates, or from which any association with SFW or its affiliates may be inferred or implied, in any manner without the prior written permission of SFW.

41. Choice of Law. Except as otherwise required by law, the Parties agree that Georgia law applies, without reference to its principles of conflicts of laws, to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement.

42. Miscellaneous. The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. Company may not assign this Agreement without SFW's prior written consent, which consent shall

not be unreasonably withheld. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new location. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by both Parties. Any notices or demands or other communications under the terms of this Agreement or under any statute must be communicated in writing. Unless otherwise specified in this Agreement, notices to us must be made to the address listed below by first class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. Notices to you will be sent either to your billing or e-mail address on file with SFW. If any of the terms or conditions in this agreement are properly found to be invalid or unenforceable by a court or government body of competent jurisdiction, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. SFW's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by SFW of any rights, remedies or options provided in this Agreement or at law or equity shall not preclude or prejudice SFW from exercising thereafter the same or any other rights or remedies or options.

Southern Fiber Worx, LLC
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