

SUBSCRIBER AGREEMENT AND TERMS OF SERVICE

Updated and Effective: November 9, 2021

GENERAL TERMS AND CONDITIONS

This Subscriber Agreement and Terms of Service ("Agreement") is by and between East Central Vermont Telecommunications District dba ECFiber ("ECFiber," "us," or "we") and any residential ("Residential"), business, institutional or governmental (collectively "Business") customer ("Customer," "you," or "your") who subscribes to our high speed broadband Internet services ("Internet Service") or voice over Internet Protocol telephony service ("VoIP Service") or all related services and features (collectively, the "Services"). By using the Services, Customers agree to be bound by the terms of this Agreement and all documents incorporated herein, including without limitation ECFiber's Privacy Policy, Open Internet Transparency policy, Acceptable Use Policy, DMCA Copyright Infringement Policy, and Additional Terms (terms and conditions that will govern new service offerings) as each may be amended from time to time.

If there seems to be a conflict between the terms in different Customer agreements, the terms that are most specific to the Services or issue in question will govern.

THIS AGREEMENT INCLUDES MANY IMPORTANT TERMS, INCLUDING WARNINGS THAT YOU MAY BE UNABLE TO USE VOIP SERVICE FOR E911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES, AND LIMITS ON DISCLAIMERS ON ECFIBER'S LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

ECFiber regularly updates and amends this Agreement, the Privacy Policy, the Open Internet Transparency Policy, DMCA Copyright Infringement Policy, and any other document incorporated by reference in this Agreement. ECFiber will communicate any such updates or amendments to Customer in accordance with Section 26.7, herein. Customer may obtain, at no charge, a copy of the current Agreement or any documents incorporated by reference herein by visiting ECFiber's website or contacting Support@ECFiber.net.

1. **SERVICE.** ECFiber provides services to individual account holders unless elsewhere specified and agreed. Every account must have one or more responsible parties assigned to place orders and make changes to the account. No addition, termination or changes will be made to the account without the direct consent of the responsible party. All applicants for service must be 18 years of age or older. Anyone under 18 must have a parent or legal guardian sign the application. ECFiber reserves the right to require proof of identity before providing service. Service pricing excludes required taxes and surcharges which are assessed to the applicable portion of the Customer's bill. Installation fees, supplemental "drop" fees for underground or remote premises, telephone activation fees, supplemental service and reconnection fees are additional.

2. SUBSCRIPTION REQUIREMENTS.

- 2.1. The Customer authorizes ECFiber to review account information, assess current services and assist in making modifications to Customer's account throughout the duration of this agreement.
 - 2.2. For VoIP Customers requesting that ECFiber port an existing phone number from a prior carrier, a signed Letter of Authorization ("LOA") must be on file before service will be provided. The LOA gives legal authorization to ECFiber to act as Customer's agent, to make any and all inquiries necessary for the purpose of obtaining customer service record information and to act as the Customer's agent for the purpose of taking any and all actions required (including the removal of any account protection/freezes) to become Customer's LOCAL SERVICE PROVIDER and to implement other services described herein for all of the Customer's physical service and billing locations including changing Customer's long distance carrier(s).
 - 2.3. The Customer gives ECFiber authorization to notify all appropriate parties, including the Customer's local and long distance carrier, of the Customer's choice of carriers and to make the necessary changes for the Customer's current and future services without further permission. It is the customer's responsibility to terminate service from prior local and long distance carriers *after* activation of ECFiber's VoIP Service.
 - 2.4. The Customer directs the chosen long distance carrier for toll charges within Vermont and outside Vermont domestically and internationally, if not ECFiber, to comply with current applicable access tariffs, or release the Customer from any unfilled contractual obligations for service.
 - 2.5. ECFiber may obtain records from Customer's local intralata long distance, and/or long distance, telephone company that are necessary to provide these services.
 - 2.6. The Customer also agrees to indemnify ECFiber, its employees, and agents from any liability resulting from any credit injury, or client privacy issue, or liability to any third party for pre-existing obligations, the Customer may have regarding local and/or long distance services.
 - 2.7. For Internet service, ECFiber highly recommends that all Customers install anti-virus software, anti-spyware software, and personal firewall to protect the Customer's system. ECFiber shall not be responsible for any loss of service resulting from the Customer's negligence, including loss of service from viruses, spyware, and other malware, except as provided for under ECFiber's own anti-virus service terms and conditions.
 - 2.8. In order to receive Internet service, the Customer will provide various interface equipment, which may include a router. ECFiber will be responsible for providing the Internet connection to the Customer's router. ECFiber will not be responsible for maintaining the Customer's router or any Customer equipment attached to the router. Customers using their own routers will be charged service fees for any support or service arising from or related to router operation.
3. **ACCESS TO PREMISES.** Neither ECFiber nor its Operational Service Providers will enter into a Customer premises without the presence of an

authorized adult, 18 years of age or older. Customer grants to ECFiber and its Operational Service Providers, and each of their respective employees, contractors, representatives, and agents, an irrevocable license to enter upon Customer's premises at reasonable hours with reasonable notice to install, operate, and maintain any ECFiber Equipment or the ECFiber Network (which includes, but is not limited to ECFiber's computers, routers, switches, servers, fiber, and modems), retrieve ECFiber Equipment or exercise its rights under this Agreement. In purchasing Service from ECFiber, the Customer hereby assumes full responsibility for securing permission from the Customer's landlord for the installation of all applicable wiring and equipment. ECFiber is released from liability arising from any failure to secure such permission.

4. **ACCEPTABLE USE POLICY.** ECFiber's Acceptable Use Policy ("AUP") is incorporated into this Agreement by reference and governs the type of acceptable activities associated with the use of this Services, including but not limited to ECFiber's systems and the ECFiber Network for accessing the World Wide Web, email, streaming, gaming and other Internet features. The AUP also identifies the activities specifically prohibited by ECFiber. This document can be found at <https://www.ecfiber.net/ecfiber-policies/>.
5. **PAYMENT.** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, employees or customers. The Customer is also responsible for payment of charges for all other third person use of service to which the Customer subscribes. The Customer is responsible for all charges to the account even if the charges are incurred by fraud or without the Customer's knowledge. The Customer is solely responsible for controlling access to, and the use of the equipment and facilities.
 - 5.1. All charges due from the Customer are payable to ECFiber, or to ECFiber's authorized billing agent, in immediately available U.S. dollars. Personal checks and certified checks will be considered as acceptable forms of payment. Upon authorization by the Customer, ECFiber charges may be billed to the Customer's bank account, as applicable, each month. ECFiber is not responsible for any charges or expenses resulting from charges billed by ECFiber.
 - 5.2. The Customer is billed from the date services are installed and activated to the date the services are disconnected. Therefore, the first bill a Customer receives, or the first bill after an additional service has been installed or activated, will include partial month charges in addition to his/her advanced monthly charges. This charge will be from the date of installation and activation, to the last day of the current month. When a customer is disconnected, an amount from the date of disconnection to the last day of the month billed in advance will be subtracted from the Customer's bill.
 - 5.3. Any objections to billed charges must be reported to ECFiber within forty-five days after receipt of the bill. Objections may be filed by telephone, e-mail or by mail. Any adjustments or additional charges are shown separately on each bill.
 - 5.4. ECFiber is under no requirement to make a refund of an overpayment made by the Customer unless the claim of such overpayment, together

with proper evidence, is submitted within six (6) months of the date of alleged overpayment.

6. **INTERRUPTION OF SERVICE.** ECFiber will attempt to provide continuous and uninterrupted service. When ECFiber schedules a service interruption for maintenance or repairs, ECFiber will notify the Customer of the cause and expected duration of the interruption at least twenty-four (24) hours in advance, when possible. Such maintenance will normally occur during the early morning hours. However, ECFiber may designate a regular maintenance window during which maintenance may be conducted without notifying Customers for each event. Such regular maintenance windows will be communicated to Customers.
 - 6.1. It shall be the obligation of the Customer to notify ECFiber immediately of any interruption in service for which the Customer desires a credit allowance unless there is a system-wide disruption or the Customer's disruption is otherwise known or should have been known by ECFiber. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, is not in wiring or equipment, if any, furnished by the Customer.
 - 6.2. Interruptions caused by Customer equipment or inside wiring are not deemed an interruption of service. For purposes of credit computation, every month shall be considered to have thirty (30) days and every day twenty-four (24) hours, an allowance equal to 1/30 of the regular monthly recurring charges shall be made for each twenty-four (24) hours the service remains disrupted; except that the total allowance may not exceed the regular monthly recurring charges for service. No credit will be provided if the disruption of service is due to a Force Majeure Event. An interruption is measured from the time the Customer notifies ECFiber, personally, by telephone or in writing, or otherwise the interruption is known or should have been known to ECFiber, until the trouble is cleared. Once ECFiber receives notification of the interruption in service, the credit shall be automatic. Each interruption is considered separately for the purposes of establishing credit allowance. Interruptions reported after the fact shall not be eligible for a credit.
7. **RETURNED CHECKS.** ECFiber reserves the right to assess a charge of \$25.00, whenever a check presented for payment of service is not accepted by the institution upon which it is written.
8. **LATE FEES AND DISCONNECTION.** Service is provided and billed in advance on a monthly basis with the exception of international toll calls outside North America, which are billed in arrears. Bills are due and payable upon receipt. A late fee equal to 1.5% may apply to any unpaid or past due balance. The late fee begins to accrue no sooner than the 30th day after the billing date. In the event that ECFiber incurs fees or expenses, including attorney's fees, collecting or attempting to collect charges owed to ECFiber, these may be charged to the Customer, and the Customer will pay these fees or expenses.
 - 8.1. Service may be disconnected by ECFiber, upon prior written notice to the Customer and in accordance with applicable law, when there is an

- unpaid balance for service that is more than sixty (60) days overdue.
- 8.2. If service has been canceled for nonpayment and the Customer wishes it continued, service shall be restored when all past due amounts in addition to a restoration fee of \$35.00 are paid or when a reasonable payment plan has been agreed upon between the Company and the customer for full payment of amounts owed.
9. **REPAYMENT PLAN.** Any Customer having difficulty paying for service should contact ECFiber to request a repayment plan. If a repayment plan is agreed to by ECFiber, the plan will apply exclusively to delinquent amounts. All new charges are expected to be paid in full, and on time, when due. Failure to comply with the agreed repayment plan can result in disconnection of service without notice.
10. **DISPUTED BILLS.** Provided the Customer makes a request for a refund within six (6) months of the date of alleged over-billing, a refund of charges for over-billing by ECFiber will be made for the full amount of excess charges when such amount can be determined; when the period during which over-billing occurred cannot be fixed or the exact amount of over-billing cannot be determined from the available records, the maximum refund will not exceed the estimated amount equal to such over-billing for a three (3) month period.
11. **DEPOSITS.** Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application, to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit if their service has been disconnected in the past. ECFiber shall pay interest on deposits pursuant to applicable rules and regulations.
- 11.1. A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history (i.e. no disconnections and no more than three disconnection notices); or 3) upon disconnection of service.
- 11.2. ECFiber shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, ECFiber shall refund the balance to the Customer.
- 11.3. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
12. **CANCELLATION BY THE CUSTOMER.** The Customer may have service canceled upon written notice to the Company. Cancellations by e-mail will be accepted as equivalent to written notice. ECFiber requires a 2-day notification prior to termination of service. The Customer shall pay for service furnished until the cancellation date.
- 12.1. **BUSINESS SERVICE CONTRACTS.** Businesses that have chosen a one-year or two-year contract at time of subscription and that terminate the contract before its expiration date, shall be billed for all outstanding months of service remaining on the contract.
13. **TEMPORARY/SEASONAL SUSPENSION OF SERVICE.** – ECFiber will permit a seasonal disconnect of Internet Service once during a calendar year. During the time of suspension the customer will be charged the \$8 Optical Network Terminal (“ONT”) Rental Fee. There will be a \$35 reconnection fee upon return of service. VoIP Service will remain at the normal rate of \$25 plus applicable taxes.
14. **EQUIPMENT AND WIRING**
- 14.1. General: Except for the inside wiring, which is considered the Customer’s property regardless of who installed it, the equipment installed by ECFiber or provided to the Customer by ECFiber, including, but not limited to, Network Interface Device (“NID”), Optical Network Terminal (“ONT”), and Uninterruptable Power Supply (“UPS”), belongs to ECFiber (“ECFiber Equipment”).
- 14.2. ECFiber may supply new or reconditioned ECFiber Equipment to the Customer. The Customer may not sell or give away ECFiber’s Equipment, and it must be used only in the Customer’s home or business. The Customer is responsible for returning ECFiber Equipment to ECFiber or its designee. If the Customer moves, ECFiber’s Equipment shall not be left in the vacant home or with anyone else, except upon prior agreement with ECFiber. ECFiber’s Equipment must be returned in working order, normal wear and tear excepted. IF THE CUSTOMER FAILS TO RETURN ECFIBER EQUIPMENT IN A MANNER AS STATED ABOVE, CUSTOMER WILL BE CHARGED FOR THE COST OF REPLACING THE ECFIBER EQUIPMENT INVOLVED.
- 14.3. The Customer is responsible for preventing the loss of or damage to ECFiber’s Equipment within the home. The Customer will be directly responsible for repair, replacement and other costs, damages, fees and charges if the equipment is not returned in an undamaged condition.
- 14.4. ECFiber takes no responsibility for problems with the operation of the Customer’s computer, router (wireless or otherwise), fax-machine, telephone sets and other Customer-owned equipment (“Customer Equipment”) attached to ECFiber’s network. ECFiber does not service equipment not owned by ECFiber, even if it is attached to ECFiber’s Equipment.
- 14.5. The Customer may not attach any unauthorized device to ECFiber’s Equipment. If the Customer makes any unauthorized connection or modification to the ECFiber Equipment or any other part of ECFiber’s Network, the Customer will be in breach of this Agreement, and ECFiber may terminate service and recover such damages, including monetary damages and/or other liability, as permitted by applicable local, state or federal statutes, regulations, guidelines or ordinances (collectively, “Applicable Law”).
- 14.6. None of the ECFiber Equipment, nor any of ECFiber’s fiber-optic cable placed outside or inside the home or property in connection with the installation of the ECFiber Equipment and Service, shall be deemed fixtures or in any way part of the Customer’s real property. The ECFiber Equipment (other than telephone or Ethernet wiring) may be removed, at our option,

- at any time during or following termination of the Customer's service, and the Customer shall allow ECFiber access to the home for such purposes.
- 14.7. Inside Wiring: ECFiber may install fiber-optic wiring within the house – this remains the property of ECFiber and ECFiber will continue to maintain this wiring. ECFiber or the Customer may also install other inside wiring, such as additional Ethernet or telephone wiring and outlets. Regardless of who does the work, the internal wiring within Customer's home must not interfere with the normal operations of ECFiber's Service to the Customer and will remain the property of the Customer.
- 14.8. ECFiber may repair and maintain the pre-existing inside Ethernet and telephone wiring for an additional hourly or flat fee. Unless agreed upon by ECFiber and the Customer in writing, the Customer will continue to be responsible for the maintenance of the inside wire. For Customers renting their home, the inside wire maintenance may not be the Customer's responsibility. The Customer should contact the landlord or building manager to determine responsibility.
- 14.9. Customer must provide electrical power and a continuous connection to the power grid to ECFiber Equipment at all times (including, without limitation, when Customer is not using the Services), and (ii) Customer's failure to provide such power and continuous connection may result in damage to the ECFiber Equipment or to Customer Equipment, for which damage Customer will be solely responsible.
- 14.10. ECFiber provides Customer with a free standby backup power with a minimum of eight hours of backup for phone usage only. ECFiber provides Customer with the option to purchase standby backup power that will provide a minimum of twenty-four hours of backup power. Standby backup power units do not guarantee the ECFiber Network will remain available during a power outage or other causes of network interruption. Use of backup power for Internet backup may affect battery life. The backup power units do not guarantee that phones purchased or used by the Customer with this service will remain available during a power outage or other causes of network interruption. They also do not guarantee that phones purchased or used by the Customer with this service will remain operational, particularly if such devices require commercial power.
- 14.11. ECFiber also offers Customer installation of Customer's selected back-up power equipment for a small fee. All backup power equipment purchased by the Customer is considered to be Customer Equipment.
- 14.12. Customer understands, acknowledges and agrees that prior to ECFiber servicing any Customer Equipment or ECFiber Equipment, it is Customer's responsibility to (i) back-up the data, software, information or other files stored on Customer's computer or other device including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (ii) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer's Equipment. Under no circumstances shall ECFiber and/or its

Operational Service Provider, be liable under any circumstances for any loss, disclosure, alteration or corruption of any Customer data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

15. **CUSTOMER'S REPRESENTATIONS, RESPONSIBILITIES AND WARRANTIES.** If Customer is an individual, Customer represents and warrants that he or she is at least 18 years of age and has full legal authority to execute this Agreement. If Customer is a commercial, government, or institutional entity, the individual executing this Agreement represents and warrants he or she has full legal authority to execute this Agreement on behalf of Customer.
- 15.1. This Service is personal to Customer and Customer represents and warrants that it will not assign, transfer, resell or sublicense Customer's rights under this Agreement unless specifically permitted by the terms of this Agreement.
- 15.1.1. For Residential Customers, Customer represents and warrants that the Services and the ECFiber Equipment shall be used only by Customer, by members of Customer's immediate household living with Customer at the same address, and Customer's visitors.
- 15.1.2. For Business Customers, Customer represents and warrants that the Service and the ECFiber Equipment shall be used only by Customer and by Customer's authorized employees, patrons, or visitors located at the Customer's service address.
- 15.1.3. Customers will not redistribute or share the Service with any other person or transmit the Service over a wireless or other network that is not secured without prior agreement from ECFiber.
- 15.2. Customer represents and warrants that Customer is solely responsible and liable for breaches of the terms and conditions of this Agreement and any other documents incorporated by reference in this Agreement, whether such breach results from Customer's use of the Services or by another person using the Services via Customer Equipment or ECFiber Equipment.
- 15.3. Customer represents and warrants that Customer will not use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any Applicable Law or this Agreement; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any officer, employee, agent, representative or Operational Service Provider of ECFiber; or (v) transmits any virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program.
- 15.4. Customer represents and warrants that the personal information ("Personal Information") Customer provided at the time of application for the Services and will provide to ECFiber during the term of this Agreement, including without limitation Customer's legal name, email address for communications with ECFiber (such email

address, as the same may be modified from time to time by Customer upon notice to ECFiber, the "Account Email Address"), Service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House ("ACH") payments or other recurring payments), other data about Customer, such as but not limited to the number of computers/devices on which the Services are being accessed, (all such information, collectively, "Customer Information") for purposes of this Agreement is accurate, complete and current.

- 15.5. Customer represents and warrants that there are no legal, contractual or similar restrictions on the installation of the ECFiber Equipment in the location(s) and in the manner authorized by Customer and that Customer is responsible for ensuring compliance with all Applicable Law, applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions or other restrictions related to the installation of the ECFiber Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the ECFiber Equipment and/or provision of the Services (collectively, "Legal Requirements") and the payment of any fines or similar charges for violation of any applicable Legal Requirements. Customer represents and warrants that when Customer transmits, uploads, posts, or submits any "Customer Material" (as defined herein) using the Service, Customer has the legal right to do so, and that Customer's use of such Customer Material does not violate any copyright or trademark laws or any other third-party rights. Customer Material collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content.
16. **THE SERVICES AND PRIVACY.** ECFiber has established a Privacy Policy, which governs ECFiber's collection, use, disclosure, management, disposal and security related to Customer's information ("CPNI") that is related to ECFiber's VoIP Service. CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of our VoIP Service, telephone numbers called and received, such as call detail, logs, and specifics regarding your VoIP Service account.
- 16.1. Customer agrees that Customer received a copy of the then-in-effect Privacy Policy at the time Customer executed this Agreement. Subject to Section 26.7 herein, ECFiber may update or amend the Privacy Policy at any time without Customer's prior consent, unless such consent is required by Applicable Law. ECFiber will, however, provide notice of any such changes or amendments as stated in ECFiber's Privacy Policy. Customer understands, acknowledges and agrees that Customer's continued use of the Services after notice of any changes or amendments have been provided will indicate Customer's acceptance of such changes, except where further steps are required by Applicable Law. All such updates or amendments shall be

deemed to be incorporated by reference into this Agreement.

- 16.2. ECFiber does not routinely monitor a Customer's activity for violation of this Agreement and ECFiber has no obligation to monitor Customer Material transmitted by use of, or other information related in any way to the provision or receipt of, the Services. However, Customer agrees that ECFiber has the right to monitor the Services, any and all information or Customer Material transmitted through the Services or by use of the ECFiber Equipment, and information available to ECFiber regarding Customer Equipment in accordance with this Agreement. ECFiber has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on ECFiber' or its Operational Service Providers' servers. ECFiber has the right to monitor, review, retain or disclose any content or other information in ECFiber's possession about or related to Customer (including, without limitation, Customer Information), Customer's use of the Services, or otherwise, as necessary to satisfy any Applicable Law, or otherwise as ECFiber deems necessary or appropriate in ECFiber's sole discretion to protect the security of the ECFiber Network, ECFiber's employees and Customers, and the general public.
- 16.3. Customer authorizes ECFiber to make inquiries and to receive information about Customer's credit history from others and to utilize such information in its decision regarding its provision of the Services to Customer.
- 16.4. ECFiber may require that Customer use a username ("User ID") and password combination or other reasonable procedures to verify Customer's identity when requesting or otherwise accessing account information, making changes to the Services or performing other functions related to the Services through ECFiber's authorized Customer service channels. The only persons authorized to access a Residential Customer's account are the individuals whose names are listed on the account. Only Business Customers may choose to designate one or more authorized users of Customer's account (an "Authorized User"), who will be permitted to access the Customer's account information and make certain changes to the Customer's account. Customer must provide advance notice to ECFiber of any Authorized User.
- 16.5. Customers understand, acknowledge and agree that the Customer will be solely liable for any and all actions or inactions by any person or Authorized User using the Services.
17. **USER IDS AND PASSWORDS.**
- 17.1. Residential Customers may not share User IDs, passwords or account with anyone. Business Customers shall only share User IDs, passwords and account information to Authorized Users.
- 17.2. ECFiber shall provide or obtain passwords to protect Customer's account and Services. In the event that the security of a Customer's account or Service is compromised, ECFiber shall provide Customer with a new password. Alternatively, Customer can establish his/her own secure password as long as it meets ECFiber standards and requirements under Applicable Law.

- 17.3. ECFiber may monitor the security of Customer's passwords at any time. A Customer with an insecure password may be directed to change the password to one which complies with the above rules. Customers who repeatedly choose insecure passwords may be assigned a password by ECFiber; continued failure to maintain password security may be grounds for account termination.
18. **SYSTEM SECURITY.**
- 18.1. Customer is solely responsible for maintaining the security of Customer Equipment, Customer's User ID and password, Personal Information and other data from other persons at Customer's residence or premises.
- 18.2. Customer is prohibited from utilizing the Services to compromise the security or tamper with ECFiber Equipment, the ECFiber Network, ECFiber's system resources, accounts, or website. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include but are not limited to password guessing programs, cracking tools, and network probing tools. Any attempt to access any of ECFiber's business assets is strictly prohibited.
- 18.3. ECFiber reserves the right to release the login names of Customers involved in violating system security to system administrators at other websites, in order to assist them in resolving security incidents. ECFiber will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to ECFiber's Privacy Policy and Applicable Law.
19. **COPYRIGHT INFRINGEMENT.** Under the Digital Millennium Copyright Act ("DMCA"), copyright owners have the right to notify ECFiber's registered Designated Agent if they believe that a Customer has infringed on their work(s). When ECFiber receives an alleged infringement notice from a copyright owner (or the owner's agent), ECFiber will notify the Customer of the alleged infringement. ECFiber enforces a graduated response policy to infringement complaints and will identify the Customer to the copyright owner, to the extent permissible by Applicable Law. ECFiber will generally terminate the Services, account, membership or subscription of any Customer who has received three (3) or more DMCA infringement notices over a period of four (4) months but no more than four (4) notices over a period of twelve (12) months. A Customer's Services and/or account may also be suspended for lesser violations, at the discretion of ECFiber. Customers understand and acknowledge that ECFiber reserves the right to suspend or terminate a Customer's Services and/or account at any time as we deem appropriate based on the circumstances of the Customer's actions. For information how to contact ECFiber's Designated Agent, please see ECFiber's DMCA Copyright Infringement Policy, available at <https://www.ecfiber.net/dmca-policy/>.
20. **PENALTIES FOR VIOLATIONS OF AGREEMENT.** Violation of this Agreement may be subject to immediate suspension up to termination of Customer's Services and account in addition to any other criminal and civil penalties available under Applicable Law. Typically, Customer will receive a warning on the first offense. However, if the offense is serious enough, ECFiber reserves the right to disable, suspend or terminate the account immediately. Accounts which have been disabled and terminated for major violations of the Agreement will not be re-opened. Accounts that are suspended on a temporary basis for non-payment or less egregious violations of the Agreement can be reinstated upon full payment, or an agreement by Customer to no further violations of the Agreement, as applicable. Customers understand, acknowledge and agree that they will also be required to pay a restoration fee of \$35.00 ("Restoration Fee").
- 20.1. ECFiber will not refund any Monthly Service Fee(s) when the Services have been suspended, disabled, or terminated due to violations of this Agreement.
- 20.2. If the Services are disconnected for non-payment or suspension, ECFiber is not obligated to re-connect Customer's Services. However, if Customer desires re-connected, and ECFiber agrees to do so, Customer agrees to pay the Restoration Fee.
21. **VOIP SERVICE; 911 EMERGENCY SERVICES.** By acceptance, and use, of the VoIP Service, Customer acknowledges and accepts any limitations of 911/E911 service and must display or install any such warnings provided by ECFiber as directed. Customer agrees to convey these limitations to all persons who may have occasion to place calls over the VoIP Service. If Customer has any questions about 911/E911, contact ECFiber at 802-763-2262 or Support@ECFiber.net.
22. **COMPLAINTS.** If the Customer has any questions, comments or complaints regarding service, the Customer should contact ECFiber's Customer Service Department by telephone at 802-763-2262 between the hours of 9:00-5:00 Monday through Friday or at the address below.
- 22.1. ECFiber, 415 Waterman Road, Royalton, VT 05068. If the Customer is not satisfied with the manner in which the concern has been addressed after speaking with the Customer Service Department, the complaint should be submitted in writing to the General Manager at the address listed above. If after further inquiry to the General Manager at ECFiber, the Customer is still not satisfied, complaints should be submitted in writing to the Consumer Affairs and Public Information Division of the Vermont Department of Public Service at the following address: Consumer Affairs and Public Information Division Vermont Department of Public Service 112 State Street, Drawer 20 Montpelier, VT 05620-2601.
23. **DISCLAIMER OF WARRANTIES.**
- 23.1. CUSTOMER EXPRESSLY AGREES THAT CUSTOMER USES THE SERVICES AND THE ECFIBER EQUIPMENT AT CUSTOMER'S SOLE RISK. THE SERVICES AND ECFIBER EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE LIMITED WARRANTIES SPECIFICALLY SET FORTH IN SECTION 6 HEREIN, THE SERVICES AND THE ECFIBER EQUIPMENT ARE WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY

WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER ECFIBER OR ITS OFFICERS, DIRECTORS, BOARD MEMBERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD-PARTY SUPPLIERS OR LICENSORS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, ECFIBER-RELATED ENTITIES) WARRANT: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF SERVICES; (II) THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS; AND (III) THAT THE SERVICES WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

- 23.2. CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ECFIBER AND ITS THIRD-PARTY SUPPLIERS AND LICENSORS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE THE ACCURACY, EFFICACY OR PERFORMANCE OF THE SECURITY SOFTWARE. CUSTOMER UNDERSTANDS AND AGREES THAT ECFIBER AND ECFIBER-RELATED ENTITIES ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER EQUIPMENT (OR THE CUSTOMER MATERIAL STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NONPERFORMANCE.
- 23.3. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER ECFIBER OR ECFIBER-RELATED ENTITIES GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE ECFIBER NETWORK OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE ECFIBER NETWORK WILL ALWAYS BE AVAILABLE TO CUSTOMER. Customer understands, acknowledges and agrees that the availability and speed of the Services provided at Customer's premises may vary depending upon a number of factors, including Customer Equipment accessing the Service, components of the ECFiber Network, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond ECFiber's control and system failures, modifications, upgrades and repairs.

24. **LIMITATION OF LIABILITY.**

- 24.1. STATUTE OF LIMITATIONS. CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR OF WHEN THE CLAIM OR SUIT ARISES.
- 24.2. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL ECFIBER OR ECFIBER-RELATED ENTITIES BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY FORCE MAJEURE EVENT, OR CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS HEREIN MAY NOT APPLY TO CUSTOMER. **CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL AGGREGATE LIABILITY OF ECFIBER UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US).**

- 24.3. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL ECFIBER OR ECFIBER-RELATED ENTITIES BE LIABLE FOR DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING, OR PARTICIPATING IN A 911 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR E911 SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E911 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 911 OR E911 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS.
- 24.4. ADDITIONALLY, ECFIBER WILL HAVE NO LIABILITY FOR THE FOLLOWING: (i) FOR ANY THIRD-PARTY FEES OR CHARGES, INCLUDING BUT NOT LIMITED TO, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES; (ii) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (iii) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iv) FOR ANY DAMAGES OR LOSS DUE TO CUSTOMER'S FAILURE TO BACK UP ANY EQUIPMENT AS REQUIRED IN SECTION 14.12 HEREIN; (v) ANY LACK OR BREACH OF SECURITY CUSTOMER OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE SERVICE; (vi) FOR ANY MATTER BEYOND ECFIBER'S REASONABLE CONTROL;
- 24.5. FOR ANY INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE VOIP SERVICE, INTERNET SERVICES, ECFIBER EQUIPMENT, OR OTHERWISE; OR (viii) CUSTOMER'S USE OF THE SERVICES FOR OR IN CONNECTION WITH ANY HIGH-RISK OR UNLAWFUL USES, OR ANY USE THAT VIOLATES THIS AGREEMENT.
25. **INDEMNIFICATION.** Customer agrees to indemnify, defend and hold harmless ECFiber and ECFiber-Related Entities (collectively, the "ECFiber Indemnitees") from and against all losses, expenses,

damages and costs, (including reasonable attorneys' fees) and other claims brought against any ECFiber Indemnitee(s) related to Customer's use of the Service or any violation of this Agreement and all other documents incorporated herein by reference) including, but not limited to, claims that Customer's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, Customer's violation of any law or the rights of another and claims resulting from Customer's negligence. Customer agrees to pay any attorneys' fees incurred by ECFiber and/or any other ECFiber Indemnitee in connection with the defense, investigation and response to any government investigation or inquiry related to such third-party claims. ECFiber reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with ECFiber in asserting any available defenses.

26. **GENERAL PROVISIONS.**

- 26.1. This Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Agreement.
- 26.2. The Parties agree that any Operational Service Providers, agents, third party suppliers and licensors of ECFiber are intended beneficiaries of this Agreement. Operational Service Providers are independent third parties that provide internal support to ECFiber for the delivery of ECFiber Services. This Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and ECFiber.
- 26.3. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither Party has any authority of any kind to bind the other in any respect.
- 26.4. ECFiber shall not be liable for any failure to perform its obligations hereunder where such failure results from mechanical, electronic or communications failure or degradation (including "line-noise" interference), or any "Force Majeure" event. A Force Majeure event includes without limitation: (i) act of God; (ii) act of local, county, state, federal or other government in its sovereign or contractual capacity; (iii) act of public enemy or of war, terrorism, sabotage, civil disorder or riot; (iv) flood or adverse weather conditions, including solar flare or sun outage; (v) pandemic, epidemic or quarantine; (vi) labor strike, lock-out or other labor disturbance; (vii) fire, explosion, power failure or blackout; (viii) damage, degradation or destruction of equipment, transmission lines or the ECFiber Network; (ix) unavailability of right-of-way, equipment or materials; (x) or any other cause beyond a Party's reasonable control.
- 26.5. This Agreement shall be construed in accordance with, governed by, and subject to the domestic laws of the State of Vermont.
- 26.6. ECFiber's failure to exercise or enforce any right or provision of this ECFiber shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this ECFiber

shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this ECFiber shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law or construed as nearly as possible to reflect the original intentions of the parties.

- 26.7. ECFiber may change, amend, alter, or modify this Agreement at any time without advance notice to Customer. [tc1]ECFiber will notify Customer of any change by posting that change on ECFiber's website www.ECFiber.com, by [tc2] sending Customer an email or by U.S. mail. ECFiber will request Customer's consent to any such changes via a click-through electronic signature process, to the extent required by Applicable Law. If Customer continues to use the Services after such notice has been made, Customer understands, acknowledges and agrees that such continued use shall be deemed to be Customer's acceptance of any such changes. The current version of this Agreement, as the same may be modified by ECFiber from time to time, shall supersede any prior version of this Agreement that may have been provided to Customer at any time.
- 26.8. **NOTICES.** Except as specifically set forth in this Agreement, any notices under this Agreement shall be effective as follows: **If to Customer:** notice shall be made by (i) email to Customer; (ii) by first-class mail to Customer at Customer's billing address then on file with ECFiber; or (iii) when posted to ECFiber's website. If by email or website, such notice shall be deemed effective when transmitted or posted by ECFiber. If by first-class mail, such notice shall be deemed effective upon the earlier of (A) three business days after dispatch or (B) at such time as actually received by Customer. **If to ECFiber:** notice shall be made by (i) first-class mail to 415 Waterman Road, Royalton, VT 05068 or such other address as ECFiber may from time to time publish to Customer; or (ii) via email to Support@ECFiber.net. Such notices to ECFiber shall be deemed effective upon ECFiber's receipt of Customer's communication.
- 26.9. Customer may not assign this Agreement, or Customer's rights or obligations under this Agreement, without ECFiber's prior written consent. Any purported assignment by Customer without such consent shall be void. ECFiber may transfer or assign any portion or all of this Agreement at any time with notice to Customer after any such transfer or assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer or ECFiber.

Agreed and accepted:

Signed

Print Name

Date