

GRIZZLY BROADBAND LLC SERVICE TERMS AND CONDITIONS AGREEMENT

This Service Terms and Conditions Agreement (“Service Agreement”), consisting of these terms and conditions, the Confirmation of Sale (“COS”) or DIA SLA (as defined below), as applicable, and all other documents referenced herein, is entered into as of the date set forth on the COS or DIA SLA by and between Grizzly Broadband LLC (“Grizzly BB,” “we,” “our,” or “us”) and the individual or entity named on the COS or DIA SLA to which this Service Agreement is attached (“Customer,” “you,” or “your”) and sets forth the terms and conditions under which Grizzly BB will make available its Services (as defined below). Customer has elected to receive various broadband Internet access services, IT support service, and/or other ancillary services as identified herein (collectively, the “Services,” and individually, a “Service”). This Service Agreement governs both residential and commercial Customers for our standard broadband Internet access service (“Cybernet 1 Service”) and Grizzly BB’s commercial premium dedicated Internet access service (“DIA Service”), for high-volume business/government/institutional Customers. The COS does not apply to DIA Service Customers, who are subject to a separate written service level agreement (“DIA SLA”). Both the COS and DIA SLA, and specific documents referenced herein, are also incorporated in this Service Agreement. “Affiliate” means an entity that controls, is controlled by or is under common control with Grizzly BB.

By using the Services, Customers agree to be bound by the terms of this Service Agreement and all documents incorporated by reference herein, including without limitation Grizzly BB’s Privacy Policy, Open Internet Policy, Website & General Services Terms of Use Agreement and DMCA Copyright Infringement Notification Process, and Additional Terms (terms and conditions that will govern a new service offering) as each may be amended from time to time. If there is a conflict between this Service Agreement and any Additional Terms, the Additional Terms shall govern.

PLEASE READ THIS SERVICE AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS SERVICE AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMERS IN THE EVENT OF A DISPUTE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES.

Grizzly BB regularly updates and amends this Service Agreement, the COS, the DIA SLA, the Privacy Policy, the Open Internet Policy, the Website & General Services Terms of Use Agreement and DMCA Copyright Infringement Notification Process, and other documents incorporated by reference in this Service Agreement. Grizzly BB will communicate any such updates or amendments to Customer in accordance with Section 18(h) herein. Customer may obtain, at no charge, a copy of the current Service Agreement or any documents incorporated by reference herein by visiting Grizzly BB’s website or by contacting Grizzly BB.

1.

GENERAL OVERVIEW

This Service Agreement governs the following components in Grizzly BB's Services and Customer may customize Customer's residential or business Services based on Customer's needs:

- **Grizzly BB d/b/a Cybernet 1 Internet Access Service** – Standard broadband Internet access service for residential and business Customers using bandwidth that is shared with other users on Grizzly BB's various computers, servers, transmission equipment and other infrastructure, (the "Grizzly BB Network"), as described on the Grizzly BB's website [here](#).
- **Electronic mail** – Is provided complimentary with any Grizzly BB Service. However, a person may purchase Grizzly BB's Electronic Mail service as a standalone service. [See our website for details](#).
- **Grizzly BB Equipment** – A Customer may lease part or all equipment from Grizzly BB as part of the Grizzly BB Services. A person may also lease equipment from Grizzly BB directly for any Internet or computer service provided by another provider. Contact: frontdesk@cybernet1.us for more information.
- **Grizzly BB WiFi Service** – WiFi service, as described on Grizzly BB's [website](#).
- **Grizzly BB d/b/a/ Hamilton Computer Service** – This is a supplemental service and is not part of any of the Service components listed above. Grizzly BB will provide a customized technical troubleshooting and IT repair service via the telephone and/or via remote access to identify problems with Customer's computer (including tablet) or other device or other equipment (Grizzly BB's or a third party's), or software. This includes assistance with any home networking (also called "IoT") device(s), such as Smart Home devices, gaming, appliances, and televisions. The Hamilton Computer Service is available for a single use troubleshooting/repair request that is subject to a separate fee, or under a subscription for remote support which is available on a case-by-case basis or subject to a monthly fee. If Customer's state requires a written estimate for repairs in advance of any repair work, we will provide a written estimate in compliance with state law. Contact: frontdesk@cybernet1.us for more information.
- **Premium Dedicated Internet Access Service** – Customized symmetrical high-speed bandwidth plan using dedicated bandwidth for one Customer; can be accessed via various devices and internal networks; speeds range from 1 Megabytes ("Mbps") to 10 Gigabytes ("Gbps").

2.

TERM OF SERVICE

- (a) Standard Internet Access Service Term. The initial term of the Cybernet 1 Internet Access Service can be for a 1-year, 2-year or a month-to-month period (“Cybernet 1 Service Term”). Your COS will designate your specific Cybernet 1 Service Term. At the expiration of the Cybernet 1 Service Term unless Customer signs a new COS, this Service Agreement and will automatically renew on an month-to-month period Cybernet 1 Service Term starting on the anniversary date the Cybernet 1 Service was installed (“Cybernet 1 Renewal Term”). Grizzly BB shall provide written notice to Customer of such automatic renewal at least thirty (30) days but no more than sixty (60) days prior to the scheduled effective date of the Cybernet 1 Renewal Term, and the automatic renewal notice shall be sent by Grizzly BB via email to the Customer’s Account Email Address. In order for Customer to terminate the contract, Customer shall follow the termination procedures described in Section 17 herein.
- (b) Premium DIA Service Term. The initial service term for the DIA Service is thirty-six (36) months (“DIA Initial Term”) and will automatically renew for an additional one (1) year term (“DIA Renewal Term”) starting on the anniversary date the DIA Service was installed. Grizzly BB shall provide written notice to Customer of such automatic renewal at least one-hundred and twenty (120) days prior to the scheduled effective date of the automatic renewal, and such automatic renewal notice shall be sent by Grizzly BB via email to the Customer’s Account Email Address. In order for Customer to terminate the contract, Customer shall provide a minimum ninety (90) day written notice to Grizzly BB and follow the termination procedures described in the DIA SLA.

3. EQUIPMENT AND REQUIREMENTS FOR PROVISION OF THE SERVICE

(a) Customer Equipment. To use the Service, Customer must have a personal computer(s) or other device(s) and other equipment necessary to connect to the Service meeting Grizzly BB’s most recent “Minimum Customer Equipment Specifications,” which are defined on the Grizzly BB’s website and may be modified from time to time by Grizzly BB. The Minimum Customer Equipment Specifications may change, and Grizzly BB may make reasonable efforts to support previously acceptable configurations; however, Grizzly BB is not obligated to continue to provide such support. Although Grizzly BB is under no obligation to do so, Grizzly BB may, and Customer authorizes Grizzly BB to, perform any updates and/or changes to Customer’s equipment, on-site or remotely, from time to time as Grizzly BB deems necessary, in Grizzly BB’s sole discretion. Customer will direct any questions concerning third-party hardware or software to the manufacturer. Grizzly BB has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elect to use in connection with the Services. **As set forth below and in the Open Internet Policy, Customer is not permitted to connect any harmful equipment to the Grizzly BB Equipment (as defined below). Customer understands that failure to comply with this restriction may**

cause damage to the Grizzly BB Network and subject Customer to liability for damages and/or other liability. Customer agrees to not alter, modify or tamper with the Grizzly BB Equipment or the Service, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by Grizzly BB.

(b) Grizzly BB Equipment. Customer acknowledges that at the time of installation of the Service, the equipment listed on the COS or in the DIA SLA was installed (such equipment listed in the COS, the “Grizzly BB Equipment”). Customer further acknowledges that the Grizzly BB Equipment may, at Grizzly BB’s sole discretion, be refurbished or otherwise used equipment. Customer agrees that the Grizzly BB Equipment was installed at a location and in a manner authorized by Customer. The Grizzly BB Equipment is and shall remain the property of Grizzly BB, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Grizzly BB Equipment to the Customer’s premises or otherwise. Customer and Grizzly BB expressly understand, acknowledge and agree that the Grizzly BB Equipment is not and shall not be considered a fixture to Customer’s premises.

(i) Equipment Rental Fee for Internet Access Service. Customer will be subject to an “Equipment Rental Fee” under the terms set forth in the COS, unless Customer purchases his/her own equipment or alternatively purchases equipment from Grizzly BB outright. The Equipment Rental Fee will be provided to the Customer under the terms set forth in the COS. At such time as Customer or Grizzly BB terminate the Service, Customer will return the Grizzly BB Equipment to Grizzly BB within fifteen (15) calendar days in the same condition it was received (ordinary wear and tear excepted), and in accordance with Grizzly BB’s then-current return procedures. In the event that Customer has not returned the Grizzly BB Equipment within fifteen (15) calendar days as set forth in the previous sentence, or in the event that the Grizzly BB Equipment is damaged, destroyed, lost or stolen in Customer’s possession or otherwise inoperable, Customer will pay each applicable “Equipment Purchase Price” listed in the COS without any deduction or depreciation, wear and tear or physical condition of such Grizzly BB Equipment. Grizzly BB Equipment for Internet Access Service includes without limitation wireless router(s); modem(s), wired Ethernet hardware, point-to-point links, internal wiring and/or Software, as defined in Section 10 herein.

(ii) Equipment Rental Fee for DIA Service. Customer will be subject to an “Equipment Rental Fee” under the terms of the DIA SLA unless Customer provides his/her own equipment as allowed by Grizzly BB or alternatively purchases equipment from Grizzly BB outright. Grizzly BB will pick-up the Grizzly BB Equipment at a designated time from Customer’s premises. In the event that the Grizzly BB Equipment is destroyed, lost or stolen in Customer’s possession or otherwise inoperable, Customer will pay each applicable “Equipment Purchase Price” listed in the DIA SLA without any deduction or depreciation, wear and tear or physical condition of such Grizzly BB Equipment. Grizzly BB Equipment for DIA Service includes without limitation wireless router(s); modem(s), point-to-point links, wired Ethernet hardware; internal wiring, Software and/or any other equipment identified in the Customer’s DIA SLA.

(c) Access to Customer’s Premises. Customer hereby grants Grizzly BB and its Affiliates, and their respective employees, contractors and agents the right to enter Customer’s

property and premises at any time for the purpose of operating or maintaining the Grizzly BB Equipment or the Grizzly BB Network, retrieving Grizzly BB Equipment or fulfilling its obligations or exercising its rights under this Service Agreement. Grizzly BB shall provide Customer with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Grizzly BB, an emergency or other exigent circumstance exists that would require Grizzly BB to immediately enter Customer's property and premises.

(d) Customer's Obligation to Maintain Power to Grizzly BB Equipment. Customer understands, acknowledges and agrees that: (i) Customer must provide electrical power and a continuous connection to the power grid to Grizzly BB Equipment at all times (including, without limitation, when Customer is not using the Service), and (ii) Customer's failure to provide such power and continuous connection may result in damage to the Grizzly BB Equipment or to Customer's computer, equipment, property or premises, for which damage Customer will be solely responsible.

(e) Replacement and Upgrade of Grizzly BB Equipment.

(i) Customer will be solely liable for, and Grizzly BB shall have no obligation to repair, replace or otherwise upgrade, any Grizzly BB Equipment that has been, in Grizzly BB's sole discretion, damaged or otherwise requires repair, replacement or upgrade as a result of damage or disruption caused by misuse or neglect or otherwise caused by Customer, including, without limitation, damage or disruption caused by Customer's failure to comply with Section 3(d) herein.

(ii) Customer understands and agrees that Grizzly BB's ability to provide an appropriate quality of Service to Customer and the other customers on the Grizzly BB Network may from time to time require upgrades or replacement of the Grizzly BB Equipment, and Customer will be obligated to pay the then-applicable "Equipment Upgrade Fee" as established by Grizzly BB from time to time, at such time as Grizzly BB determines, in its sole discretion, that the Grizzly BB Equipment needs to be upgraded or replaced for Customer's current service plan. Customer understands, acknowledges and agrees that upgrades in equipment may be necessary when the Customer upgrades his/her service plan.

(f) Customer understands, acknowledges and agrees that prior to Grizzly BB servicing any Customer equipment or Grizzly BB Equipment under contract with Customer, 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 without limitation 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. Customer agrees that whether or not Customer requests back-up services from Grizzly BB and/or its Operational Service Provider(s), neither Grizzly BB nor its Operational Service Provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

4. CUSTOMER'S REPRESENTATIONS, RESPONSIBILITIES AND WARRANTIES

(a) If Customer is an individual, Customer represents and warrants that he or she is at least 18 years of age and has legal authority to execute this Service Agreement. If Customer is a business entity, the individual executing this Service Agreement represents and warrants he or she has legal authority to execute this Service Agreement on behalf of Customer.

(b) Customer agrees that the Service is personal to Customer and agrees not to assign, transfer, resell or sublicense Customer's rights under this Service Agreement unless specifically permitted by the terms of this Service Agreement. For residential Customers, Customer agrees that the Service and the Grizzly BB Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. For business Customers, Customer agrees that the Service and the Grizzly BB Equipment shall be used only by Customer and by authorized members of Customer's business located at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. Customer acknowledges that Customer is executing this Service Agreement on behalf of all persons who use the Service by means of the Grizzly BB Equipment. Customer agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Service Agreement and any other documents incorporated by reference in this Service Agreement, whether such breach results from Customer's use of the Service or by another using Customer's equipment or the Grizzly BB Equipment.

(c) Customer represents and warrants that Customer will not use the Service 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 local, state or federal statute, ordinance or regulation; (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 employee or representative of Grizzly BB or its Affiliates; (v) accesses, discloses, uses, or disposes of any personally identifiable information ("Personal Information") as defined by the Federal Trade Commission without proper authorization or impersonates any person or entity, including without limitation, any employee or representative of Grizzly BB or its Affiliates; or (v) transmits any virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program. Grizzly BB reserves the right to suspend Customer's access the Service at any time upon receipt of claims or allegations from third parties or authorities or if Grizzly BB is concerned that Customer may have breached this Service Agreement. Customer (and not Grizzly BB or its Affiliates, Operational Service Providers) remains solely responsible for Customer's use of the Service and any material transmitted through the Service, and Customer warrants that Customer possess all rights necessary to transmit such material.

(d) Customer represents and warrants that the Personal Information Customer provided and will provide to Grizzly BB during the term of this Service Agreement, including without limitation Customer's legal name, email address for communications with Grizzly BB (such email address, as the same may be modified from time to time by Customer upon notice to

Grizzly BB, the “Account Email Address”), Service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House payments or other recurring payments) and Non-Personal Information, such as but not limited to the number of computers on which the Service is being accessed (all such information, collectively, the “Customer Information” for purpose of this Service Agreement is accurate, complete and current. (In the Privacy Policy, Non-Personal Information may also be classified as Personal Information if it is directly associated with or reasonably linked to Customer’s account, computer or device.) Customer agrees to promptly notify Grizzly BB, in accordance with the terms of this Service Agreement, upon the occurrence of any change in the status of Customer’s account (including, without limitation, the creation or removal of an Authorized User (as defined below)) or if there is any change in the Customer Information. Customer’s failure to provide and maintain accurate Customer Information with Grizzly BB constitutes a breach of this Service Agreement.

(e) Customer agrees that Customer is responsible for anyone using the Grizzly BB Equipment, Customer’s computer system, password, name or Customer name in connection with the Service (with or without Customer’s knowledge or consent) and for ensuring that anyone who uses the Service through the Grizzly BB Equipment, Customer’s equipment or access to the Service, does so in accordance with the terms and conditions of this Service Agreement. Customer agrees to take all reasonable measures necessary to ensure that the Service is not used by another person without Customer’s consent. Customer understands, acknowledges and agrees that Customer is responsible for all use of the Service and Customer’s account whether Customer or someone else uses Customer’s account (with or without Customer’s permission).

(f) Customer is responsible for procuring and installing patches, any and all anti-virus and firewall software/hardware and operating system patches, updates or supplements that may be necessary for (i) the protection and maximum functionality of Customer’s computer and related equipment and the Grizzly BB Equipment and (ii) the protection of Grizzly BB’s network and other customers. For purposes of clarification, Grizzly BB and its Affiliates hereby disclaim any and all responsibility and liability for any damages that may arise from Customer’s failure to procure or install the aforementioned security or other software and/or hardware and Customer agree that Grizzly BB and its Affiliates shall have no liability for Customer’s failure to do the same.

(g) Customer represents that there are no legal, contractual or similar restrictions on the installation of the Grizzly BB Equipment in the location(s) and in the manner authorized by Customer. Customer is responsible for ensuring compliance with all regulations, applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions or other restrictions related to the installation of the Grizzly BB Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the Grizzly BB Equipment and/or provision of the Service (collectively, “Legal Requirements”). Customer is solely responsible for any fines or similar charges for violation of any applicable Legal Requirements.

(h) Customer is responsible for backing up the data on Customer’s computer(s) and

network(s) and Grizzly BB shall have no liability whatsoever for any loss of data.

(i) Customer agrees to comply with the following terms and conditions for the use of Service:

(i) Service is provided for use in conformance with this Service Agreement. Grizzly BB reserves the right to investigate suspected violations of the Service Agreement. When Grizzly BB becomes aware of possible violations, Grizzly BB may initiate investigation which may include gathering information from Customer or Customers involved and the complaining party, if any, and examination of anything installed by Customer on Grizzly BB's servers not provided by Grizzly BB (collectively, "Customer Material"). Customer Material collectively includes without limitation any software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content.

(ii) During an investigation, Grizzly BB may suspend the account or accounts involved and/or remove Customer's Material involved from its servers. If Grizzly BB believes a violation of this Service Agreement has occurred, it may take responsive action at its sole discretion. Such action may include without limitation temporary or permanent removal of Customer's Material from Grizzly BB's servers, warnings to Customer or Customers responsible, and the suspension or termination of the account or accounts responsible. Grizzly BB, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Service Agreement could also subject the Customer to criminal and/or civil liability.

(j) Customer agrees to comply with the following terms for the use of Customer Material:

(i) Lawful content in the public domain (e.g., images, video, audio, text, data, and programs) may be downloaded or uploaded using the Service. Customer may re-distribute content in the public domain. Customer assumes all risks regarding the determination of whether content is in the public domain.

(ii) Customer represents that when Customer transmits, uploads, posts, or submits any Customer Material 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.

(iii) Customer agrees that if Customer's Service is terminated for any reason, Grizzly BB has the right to immediately delete all Customer Material, stored in or for Customer's account, including without limitation personal websites and email, without further notice to Customer.

5. **THE SERVICE AND PRIVACY**

(a) Grizzly BB has established a Privacy Policy ("Privacy Policy"), which governs

Grizzly BB's collection, use, disclosure, and security related to Customer's Personal Information and Non-Personal Information (collectively, "Customer Information"). Customer agrees that Customer received a copy of the then-in-effect Privacy Policy at the time Customer executed this Service Agreement. Subject to the notice provisions in Section 18(g) herein, Grizzly BB may update or amend the Privacy Policy at any time without Customer's prior consent. Grizzly BB will, however, provide notice of any such changes or amendments as stated in Grizzly BB's Privacy Policy. Customer understands, acknowledges and agrees that Customer's continued use of the Service 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 Service Agreement.

(b) Grizzly BB has no obligation to monitor content transmitted by use of, or other information related in any way to the provision or receipt of, the Service. However, Customer agrees that Grizzly BB has the right to monitor the Service and any and all information, including Customer Material and Customer Information transmitted through the Service or by use of the Grizzly BB Equipment and information available to Grizzly BB regarding Customer's computer and other equipment in accordance with this Service Agreement. Grizzly BB has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Grizzly BB's or its Affiliates' or Operational Service Providers' servers. Grizzly BB has the right to monitor, review, retain or disclose any content or other information in Grizzly BB's possession about or related to Customer (including, without limitation, Customer Information), Customer's use of the Service, or otherwise, as necessary to satisfy any applicable law, or otherwise as Grizzly BB deems necessary or appropriate in Grizzly BB's sole discretion.

(c) Customer authorizes Grizzly BB to seek and acquire credit and related Customer information from reporting agencies furnishing such information for the purpose of ascertaining Customer's credit and payment history. Grizzly BB will use the information acquired about Customer's credit history from others and to utilize such information in its decision regarding its provision of the Service to Customer.

(d) Grizzly BB may require that Customer use a username and password combination or other reasonable procedures to verify and authenticate Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Grizzly BB's authorized Customer service channels. Business Customers may also choose to designate an authorized user of Customer's account (an "Authorized User"), who will be permitted to access Customer's account information and make certain changes to Customer's account. Residential Customers may not designate an Authorized User. All Customers will be solely liable for any and all action or inaction by any person that has access to Customer's account, whether that person was authorized or not.

6. PASSWORDS

(a) Residential accounts are for individual and personal use only. Business accounts

are for authorized personnel only.

(b) Residential Customers shall not share passwords or accounts with others. Business Customers shall only provide passwords to authorized personnel.

(c) Grizzly BB 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, Grizzly BB shall provide Customer with a new password upon authentication of the Customer's identity. Such authentication may include verification of account information, a security question, and/or PIN.

(d) Grizzly BB 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 Grizzly BB; continued failure to maintain password security may be grounds for account termination.

7. SYSTEM SECURITY

(a) Customer is solely responsible for maintaining the security of Customer's computer(s)/device(s) and data and protection of Customer's User ID, password, PIN and Personal Information and other data. Grizzly BB strongly recommends the use and appropriate updating of commercial anti-virus, anti-spyware, firewall software, and encryption of data, to the extent feasible.

(b) Customer is prohibited from utilizing the Service to compromise the security or tamper with Grizzly BB's system resources or accounts on any of Grizzly BB's computers, routers, switches, servers, radios, modems, or any other equipment at Grizzly BB or at any other website. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include without limitation password guessing programs, cracking tools, and network probing tools. Any attempt to access any of Grizzly BB's corporate assets is strictly prohibited.

(c) Grizzly BB 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. Grizzly BB will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to Grizzly BB's Privacy Policy, this Service Agreement, and applicable law.

8. ACCEPTABLE USAGE AND PROHIBITED INTERNET SERVICE ACTIVITIES

(a) "Acceptable Usage of Internet Service" is hereby defined as the normal activities associated with the use of the Internet, including without limitation to usage of the Grizzly BB Network and any other facilities for accessing the World Wide Web, Internet Relay Chat, USENET Newsgroups, Email, and other Internet features. Depending on the account type, this may include: File storage on Grizzly BB's servers for Customer's own personal web page and file access area

(FTP), etc.

(a) “Prohibited Internet Service Activities” specifically prohibited by Grizzly BB include without limitation the following:

(i) Background and/or server-type applications – Including without limitation to IRC bots, HTTP servers, MUDs, and any other harmful process which were initiated by the Customer that continues execution on the system upon Customer logout. FCC authorized smart home systems and IoT devices are excluded from this prohibition.

(ii) Long-term storage of data – Long-term storage of data is referred to as the storage of files which are not used regularly in an account for an extended period of time. This specifically includes, without limitation, programs such as shareware programs which the Customer may download to their account for purposes of transferring to their home computer(s)/device(s). Such programs should be removed at such time as they are successfully transferred to the Customer’s personal system.

(iii) Flooding or abuse of other users – Flooding is a fairly common occurrence on the Internet, and one which is dealt with strictly by Grizzly BB. Flooding takes place in numerous ways, including, without limitation, ICMP flooding, mail bombing (sending large amounts of email repeatedly to a person for purposes of harassment), phishing, mass mailings to multiple addresses via bulk email not in compliance with the federal CAN-SPAM Act, MSG/CTCP flooding on IRC, as well as other, less common methods. “Bulk Email” is defined as the same or similar email messages sent to more than twenty-five (25) recipients.

(iv) Attempts to compromise system and/or network security – Programs such as packet sniffers, password crack programs, and similar utilities found to be running from Customer’s account are prohibited. This also includes attempts to hack into non-Grizzly BB systems.

(v) Sharing of accounts – Sharing Customer’s Internet Service with another party for purposes of avoiding payment for a second Service is strictly prohibited. Customer may connect multiple computers/devices within a single location to Customer’s modem, router, and/or radio to access the Internet Service, but only through a single Grizzly BB-issued IP address.

(vi) PPP/SLIP emulation software – Since PPP/SLIP is a product offered by Grizzly BB, Customers desiring such access are required to sign up for that service rather than attempting to emulate it by software. Any such software will be removed from Customer’s account by Grizzly BB immediately when found.

(vii) Bulk broadcast data – This includes flood ping, broadcast ping, multicast, or IGMP use outside of the private network.

(viii) Port scanning – Use of any application, software, or technique to scan any

host's ports.

(ix) Conducting business through a residential account – The residential single-Customer Internet accounts provided by Grizzly BB are designed for the home/casual Customer and may not provide the level of service, capacity or speed required for conducting business. Therefore, conducting business with a residential account is not advisable. Please contact Grizzly BB's sales department to upgrade to a business account.

(x) Excessive use of system resources – This includes without limitation the continued use of programs or commands which take a large amount of system resources, be that processor time, memory, network bandwidth, and/or drive space on the host system. Customer may not resell Service.

(xi) Email abuse – Email abuse typically comes in one of three forms, the transfer of a message to unsolicited individuals not in compliance with the CAN-SPAM Act, the sending of harassing and/or threatening messages to other users, and the forging of email addresses so as to make the email appear to be from another user.

(xii) USENET news abuse – Similar to email abuse, includes forging of addresses, harassment/threats, the posting of the same message to multiple newsgroups (spamming), as well as the posting of information in groups where it is not relevant and unwanted.

(xiii) Pyramid/money-making schemes – Such activities as the transfer of information or solicitation of persons via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters are all prohibited.

(xiv) Pirated software – Pirated software is defined as the illegal exchange of software for purpose of avoiding the purchase of said software by the individuals involved. This includes most commercial applications such as Adobe Photoshop, Microsoft Office, etc. Such activities are prohibited by Federal law and are thus not allowed in any form on Grizzly BB. Such prohibition also includes the unauthorized copying of copyrighted material including, without limitation to digitization and distribution of photographs from magazines, books, or other copyrighted sources and copyrighted software. The exportation of software or technical information in violation of U.S. export control laws is strictly prohibited.

(xv) High-traffic websites – Residential Internet service is intended to provide access to individuals only. As most individuals primarily download content, rather than upload it, the performance for everybody on the systems is optimal. However, some individuals occasionally choose to host content on their account that could degrade performance for other users. Due to such circumstances, Grizzly BB may have to implement certain limitations on the amount of web hosting traffic an individual Customer's residential account can receive.

(xvi) Storing Distributing or Transmitting unlawful content– Customer is

prohibited from storing, distributing, or transmitting any unlawful content through the Service. Examples of unlawful content include without limitation direct threats of physical harm, child pornography and copyrighted, trademarked and other proprietary material used without proper authorization. Customer may not post, upload or otherwise distribute copyrighted content without the consent of the copyright holder.

(xvii) Storing Distributing or Transmitting other unlawful material – Customer may not store or distribute certain other types of material on Grizzly BB’s servers. Examples of other prohibited material include without limitation software, applications and programs containing viruses, Trojans and other tools or technology that would compromise the security of Grizzly BB or others.

The storage, distribution, or transmission of unlawful content or material could subject Customer to criminal as well as civil liability, in addition to the actions outlined in Section 4(i) above. Customer understands, acknowledges and agrees that Grizzly BB may remove any content at any time that is alleged to infringe on a third party’s copyrights upon receiving a notice of infringement under the Digital Millennium Copyright Act. Please see the [Grizzly BB Website & General Services Terms of Use Agreement and DMCA Copyright Infringement Notification Process](#) for details.

9. PENALTIES FOR VIOLATIONS OF SERVICE AGREEMENT

(a) All Prohibited Internet Service Activities as defined in Sections 4 and 8 herein are subject to immediate termination of Customer’s account and any and all criminal and civil penalties available under the law. The penalties imposed on Customer for such violations will vary based on the level of the offense. Typically Customer will receive a warning on the first offense. However, if the offense is severe enough, Grizzly BB reserves the right to disable the Service and terminate the account immediately. Accounts which have been terminated for abuse will not be re-opened. It is vital for Grizzly BB to provide a quality service for all Customers, and Grizzly BB will not tolerate Customers who through their actions hinder Grizzly BB in that endeavor. It is also important for Grizzly BB to have a non-intrusive presence to the rest of the Internet, and thus prohibit activities that adversely affect Customers on other service providers and their associated networks. To this end, Grizzly BB reserves the right to modify and/or disable Service, and terminate the Customer’s account at any such time the Customer violates this Service Agreement.

(b) Grizzly BB will not reimburse Customer when Service has been suspended or disabled due to violations of this Service Agreement.

(c) All accounts sixty (60) days or more past due will be turned over to collections and Service discontinued permanently. If Service is disconnected for non-payment, Grizzly BB is not obligated to re-connect Customer’s Service. However, if Customer desire re-connection, and Grizzly BB agrees to do so, Customer agrees to pay a “Re-installment Fee” plus any amount past due under Customer’s COS or DIA SLA. The amount of the Re-installment Fee is set forth in the Customer’s COS or DIA SLA.

10. SOFTWARE LICENSES AND THIRD PARTY SERVICES

(a) Grizzly BB may provide Customer software for use in connection with the Service which is owned by Grizzly BB or its third party licensors, third party suppliers, and Operational Service Providers (“Software”). Such software will be subject to an additional fee. Grizzly BB reserves the right periodically to update, upgrade, or change the Software remotely or otherwise and to make related changes to the settings and software on Customer’s computer(s)/device(s) or Equipment, and Customer agrees to permit such changes and access to Customer’s computer(s)/device(s) and Equipment. Customer may use the Software only in connection with the Service and for no other purpose.

(b) Certain Software may be accompanied by an end user license agreement (“EULA”) from Grizzly BB or a third party. Grizzly BB’s use of the Software is governed by the terms of that EULA and by this Service Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes a EULA unless Customer first agrees to the terms of the EULA.

(c) For Software not accompanied by a EULA, Customer is hereby granted a revocable, non-exclusive, non-transferable license by Grizzly BB or its applicable third party licensor(s) or Operational Service Provider to use the Software (and any corrections, updates and upgrades thereto). Customer may not make any copies of the Software. Customer agrees that the Software is confidential information of Grizzly BB or its third party licensors/Operational Service Providers and that Customer will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Grizzly BB or its third party licensors/Operational Service Providers. Customer 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. Customer 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. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Grizzly BB or its third party licensors/Operational Service Providers continue to own all right, title and interest, including without limitation to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

11. CUSTOMER’S PAYMENT OBLIGATIONS

Failure to fulfill any payment obligations in a timely manner as provided herein will be considered to be a violation of this Service Agreement, Customer’s COS or DIA SLA. Specific payment terms for the DIA Service will be set forth in the Customer’s DIA SLA. The following applies to a Customer’s obligations under a COS.

(a) **Deposit.** At the time of installation of the Service, Customer is required to pay the “Installation Fee Due” and the “Partial Month Payment” set forth in the COS. Together, the Installation Fee Due, and the Partial Month Payment (if any) constitute the “Total Deposit.” Customer agrees that the Total Deposit is to be paid in consideration of Grizzly BB’s making the Service available on the terms and conditions set forth in this Service Agreement, that Grizzly BB has earned the Total Deposit in full and that the Total Deposit is not refundable. If any portion of the Total Deposit remains unpaid at the time of execution of this Service Agreement, Customer will pay such amount promptly after execution of the Service Agreement.

(b) Customer agrees to pay the Initial Deposit on or before the first day of Customer’s “Monthly Billing Cycle.” Except as set forth on the COS, Customer’s Monthly Billing Cycle begins on the first day of each month. Notwithstanding the foregoing, Grizzly BB may modify Customer’s Monthly Billing Cycle upon at least fifteen (15) calendar days’ advance notice to Customer.

(c) Customer agrees to pay the applicable Monthly Service Fee set forth in the COS (collectively the “Monthly Fees”), in advance, prior to the month billed, on or before the first day of the Customer’s Monthly Billing Cycle. The Monthly Fees for the first month includes the pro-rated fees of the first month of service and the Monthly Service Fee. For each month thereafter, the full Monthly Fee is due for any part of a month for which service is provided.

(d) Customer bears the sole responsibility to timely pay Monthly Fees when due. Bills will be sent via email to the Customer’s Account Email Address. It is Customer’s sole responsibility to have a valid Account Email Address on file with Grizzly BB. Customer may also choose to receive the monthly bill via postal mail for a two-dollar and fifty cents (\$2.50 U.S.) monthly fee. For each Monthly Billing Cycle with respect to which Customer does not pay on time (including without limitation if Customer’s Monthly Fees are not received by Grizzly BB on or before the first day of the Monthly Billing Cycle), Customer agrees to pay the “Billing Administrative Fee” as established by Grizzly BB from time to time. Customer and Grizzly BB specifically agree that the Billing Administrative Fee is not a late fee, but rather is intended to compensate Grizzly BB for its additional expense incurred in processing irregular payments, and may be changed at any time without notice to Customer.

(e) If Customer owes money on any account, Grizzly BB may deduct the amounts owed from any existing credit Customer has or any security deposit provided or, if applicable, charge them to the bank or payment card account Customer has authorized Grizzly BB to use.

(f) Additionally, Customer will automatically be charged a fifty-dollar (\$50.00 U.S.) fee for any check or ACH payment returned for non-payment or insufficient funds, “ACH Non-Payment Fee.”

(g) Grizzly BB shall not be obligated to provide the Service during Monthly Billing Cycles for which Customer has not paid the applicable Monthly Fees in advance. If at any time Customer’s account has past due amounts or upon Customer’s violation of this Service Agreement (including any documents incorporated by reference herein), Grizzly BB may, in Grizzly BB’s sole and absolute discretion, suspend provision of the Service to Customer and/or

terminate this Service Agreement. Amounts are past due if not paid before the first calendar day of Customer's Monthly Billing Cycle. Customer understands, acknowledges and agrees that Grizzly BB is not required to provide notice before suspending the Service and/or terminating this Service Agreement, and Grizzly BB will not be liable to Customer or any Authorized User for any such suspension or termination or any damages that may result therefrom. In order to restore service after a disconnection, Customer agrees to pay the applicable "Reactivation Charge" set forth in the COS.

(h) The Service term is a commitment of either one (1) year, two (2) years, or one (1) month, continuing on a month-to-month basis thereafter for each term. In order for Customer to terminate the contract, Customer shall follow the termination procedures described in Section 17 herein. Customer agrees to pay the "Monthly Service Fee" set forth in the COS, which may change from time to time subject to advance notice by Grizzly BB. All accounts sixty (60) days or more past due may be turned over to collections and Service discontinued permanently.

(i) Subject to Customer's obligation set forth in Section 11(h) herein, once a year a Customer may commence a "Seasonal Inactive Period" when the Customer is not in the same physical location of the Service by emailing Grizzly BB at billing@grizzlybb.com no later than thirty (30) calendar days prior to the first day of the Monthly Billing Cycle during which Customer wants the Seasonal Inactive Period to commence. Seasonal Inactive Periods will only begin on the first day of a Monthly Billing cycle. The "Seasonal Inactive Period Length" limitations for a Seasonal Inactive Period will be set forth in the COS. In order to end a Seasonal Inactive Period and to reactive Service, Customer agrees to provide Grizzly BB thirty (30) calendar days advance notice and pay the "Seasonal Inactive Period Reactivation Charge" set forth in the COS.

(j) Customer also agrees to pay all applicable federal, state, and local taxes and fees, including, without limitation, those imposed after the date of execution of the COS or DIA SLA.

12. PERFORMANCE SERVICE LEVEL AGREEMENT AND REFUNDS

(a) **Performance Service Level Agreement.** In the event Customer experiences a Service outage for more than two (2) consecutive hours and is unable to transmit and receive information through the Grizzly BB Network to other portions of the Internet and Customer notifies Grizzly BB immediately of such event and Grizzly BB determines that such inability was caused by Grizzly BB's failure to provide said services for reasons within Grizzly BB's reasonable control and not as a result of any actions or inactions of Customer or any third parties (including failure of third party equipment), and such inability is not a result of scheduled maintenance of Grizzly BB's equipment or services, Grizzly BB will, upon Customer's request, credit Customer's account the connectivity charges for the length of the outage. Customer credit may not exceed the Monthly Service Fee in any single calendar month.

(b) **Refunds.** If Service cannot be supplied by Grizzly BB in the first thirty (30) days of service, a full refund will be given for any prepaid service fees and equipment returned in new resalable condition. Service may be cancelled by Customer without penalty within thirty (30) days of service installation for quality of service issues. A full refund will be given for

equipment returned in new resalable condition and for any remaining portion of prepaid monthly service charges pro-rated daily. All other payments are non-refundable. Defective hardware will be repaired or replaced within fifteen (15) days of purchase date.

13. DISCLAIMER OF WARRANTIES

(a) CUSTOMER EXPRESSLY AGREES THAT CUSTOMER USES THE SERVICE AND THE GRIZZLY BB EQUIPMENT AT CUSTOMER'S SOLE RISK. THE SERVICE AND GRIZZLY BB EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND EXCEPT TO THE LIMITED EXTENT SPECIFICALLY SET FORTH IN SECTION 3 HEREIN, IF APPLICABLE, 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 GRIZZLY BB NOR ITS AFFILIATES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY SUPPLIERS OR SOFTWARE LICENSORS WARRANTS: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF SERVICE; (II) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY CUSTOMER INFORMATION, DATA OR FILES, OR CUSTOMER MATERIAL CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER OR DEVICE. THIS INCLUDES, WITHOUT LIMITATION TO, INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO CUSTOMER'S COMPUTER, DEVICE, OR NETWORK OR GRIZZLY BB EQUIPMENT, OR TO MONITOR CUSTOMER'S ACTIVITY AND CONDUCT WHILE USING THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM GRIZZLY BB SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. 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.

(b) In addition, Grizzly BB may, in its sole discretion, make available to Customer security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Customer's use on Customer's computer system in conjunction with the Service. Any such security software provided by Grizzly BB to Customer is intended to provide only a minimal level of protection to Customer's computer system(s). CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT GRIZZLY BB AND ITS AFFILIATES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD-PARTY SUPPLIERS AND LICENSORS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR

PERFORMANCE. CUSTOMER UNDERSTANDS AND AGREES THAT GRIZZLY BB AND ITS AFFILIATES, AGENTS, THIRD PARTY SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM(S) (OR THE INFORMATION STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NON-PERFORMANCE.

(c) EXCEPT AS SPECIFICALLY SET FORTH IN THE COS, CUSTOMER UNDERSTANDS AND AGREES THAT NEITHER GRIZZLY BB NOR ITS AFFILIATES, AGENTS, OPERATIONAL SERVICE PROVIDERS OR THIRD PARTY SUPPLIERS GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE GRIZZLY BB NETWORK OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE GRIZZLY BB NETWORK WILL BE AVAILABLE TO CUSTOMER. Customer understands, acknowledges and agrees that the availability and speed of the Service provided at Customer's premises may vary depending upon a number of factors, including Customer's computer system(s), associated equipment and other devices accessing the Service, the terrain and location of Customer's premises, foliage between Grizzly BB Equipment and other components of the Grizzly BB Network, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Grizzly BB's control and system failures, modifications, upgrades and repairs.

(d) Customer understands, acknowledges and agrees that Grizzly BB may in the future offer other Customers on the Grizzly BB Network service with specific minimum service standards (including, without limitation, minimum standards for speed, bandwidth, latency or availability) (such minimum service standards that may be offered in the future "Future Enhanced Service"). Customer further understands, acknowledges and agrees that Grizzly BB shall be under no obligation to provide any Future Enhanced Service to Customer unless and until Grizzly BB and Customer have executed a new agreement with respect to such Future Enhanced Service, which agreement may include, without limitation, such increased or modified Monthly Fees and additional terms and conditions as Grizzly BB and Customer may agree.

(e) Customer understands, acknowledges and agrees that Grizzly BB may use various tools and techniques in order to efficiently and reasonably manage the Grizzly BB Network and to ensure compliance with Grizzly BB's Open Internet Policy and Section 8 above (such tools and techniques, "Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code or managing network resources through techniques such as limiting the number of simultaneous peer-to-peer sessions that Customer may conduct, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other Network Management Tools as Grizzly BB may from time to time determine appropriate.

(f) Customer understands, acknowledges and agrees that, to allocate bandwidth across all of its Customers, Grizzly BB may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

(g) Customer understands, acknowledges and agrees that, in order to provide redundancy or increased efficiency or otherwise to enhance the Grizzly BB Network, Grizzly may install additional equipment at Customer's premises, and any such equipment not set forth in the COS shall be deemed to be Grizzly BB Equipment for the purposes of this Service Agreement. Customer further understands, acknowledges and agrees that Grizzly BB may use the Grizzly BB Equipment to provide Service to others in a manner that secures and separates Customer's traffic and local area network from Service provided to others.

(h) Customer understands, acknowledges and agrees that Grizzly BB does not warrant that Service descriptions, information, graphic depictions, fees, product and or other components of the Service are accurate, reliable, updated, current, complete or error-free. Despite Grizzly BB's efforts, it is possible that a price for the Service (or a component of the Service) offered on Grizzly BB's website, or the Service description may be inaccurate in some part. In the event Grizzly BB determines that a Service contains an inaccurate price or description, Grizzly BB reserves the right to take any action Grizzly BB deems reasonable and necessary, in Grizzly BB's sole discretion, to rectify the error, including without limitation, canceling Customer's order, unless prohibited by law. Grizzly BB may make improvements or changes to any of Grizzly BB's information, or Services described on Grizzly BB's website at any time without notice. Customer agrees to notify Grizzly BB immediately if Customer becomes aware of any pricing or descriptive errors or inconsistencies with any Services Customer order and to comply with any corrective action that Grizzly BB may take.

(i) THIS SERVICE AGREEMENT GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

14. LIMITATION OF LIABILITY

(a) STATUTE OF LIMITATIONS: CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.

(b) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL GRIZZLY BB OR ITS AFFILIATES, AGENTS, REPRESENTATIVES, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY LICENSORS OR SUPPLIERS, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS SERVICE AGREEMENT UNDER ANY 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. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE AGGREGATE LIABILITY OF GRIZZLY BB UNDER SUCH CIRCUMSTANCES FOR

LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 U.S.).

(c) CUSTOMER FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT GRIZZLY BB WILL HAVE NO LIABILITY FOR THE FOLLOWING:

(i) FOR ANY AMOUNT IN THE IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00 U.S.);

(ii) FOR ANY THIRD-PARTY FEES OR CHARGES, INCLUDING WITHOUT LIMITATION, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES;

(iii) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER;

(iv) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;

(v) FOR ANY DAMAGES OR LOSS DUE TO CUSTOMER'S FAILURE TO BACK UP ANY EQUIPMENT AS REQUIRED IN SECTION 3(f) HEREIN;

(vi) ANY LACK OR BREACH OF SECURITY CUSTOMER OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE SERVICE;

(vii) FOR ANY MATTER BEYOND GRIZZLY BB'S REASONABLE CONTROL;

(viii) FOR ANY INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE TELEPHONY SERVICE, INTERNET SERVICE, EQUIPMENT, OR OTHERWISE; OR

(ix) CUSTOMER'S USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK OR UNLAWFUL USES, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

(d) Customer understands, acknowledges and agrees that Grizzly BB may block traffic to or from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network or eliminate spam. Customer agrees that Grizzly BB shall be entitled to damages if Customer transmits or is otherwise connected with the transmission of spam in violation of the CAN-SPAM Act. Customer agrees that Grizzly BB is entitled to actual damages; however, if actual damages cannot be reasonably calculated, Customer agrees to pay Grizzly BB's liquidated damages of five dollars for each piece of spam transmitted from or otherwise connected with Customer's account. Customer will also be charged at Grizzly BB's hourly rate of one-hundred and forty-five dollars (\$145.00 U.S.), and at the minimum, will be charged for at least one (1) hour for Grizzly BB's response to complaints

from, and clean-up for, unsolicited commercial mailing, unauthorized bulk mailings and/or server violations.

(e) Customer understands, acknowledges and agrees that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Customer's computer(s) or other equipment. Customers are responsible for putting in place and should put in place all appropriate security measures when using the Service. Customers are responsible for any misuse of the Service that occurs through Customer's account, whether by a member of Customer's household or an authorized or unauthorized third party.

(f) This Section 14, Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by the Customer or the Grizzly BB, for any reason.

15. AGREEMENT TO ARBITRATE

(a) CUSTOMER AND GRIZZLY BB AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN CUSTOMER AND GRIZZLY BB THAT THEY ARE NOT ABLE TO RESOLVE THROUGH GOOD FAITH DISCUSSION. The agreement between Customer and Grizzly BB to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes without limitation: claims arising out of or relating to any aspect of the relationship between Customer and Grizzly BB, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class and claims that may arise after the termination of this Service Agreement. For the purposes of this Section 15, references to Customer include Customer's subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the Service. **CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND GRIZZLY BB ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THIS SERVICE AGREEMENT.** This Service Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Service Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Grizzly BB must be addressed to Grizzly BB at the address set forth in this Service Agreement for notices. An Arbitration Notice to Customer must be addressed to Customer at Customer's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Customer and Grizzly BB do not reach an agreement to resolve the claim within 60 calendar days after the Arbitration Notice is received, Customer or Grizzly BB may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Grizzly BB or Customer shall not be disclosed to the

arbitrator until after the arbitrator determines the amount, if any, to which Customer or Grizzly BB is entitled.

(c) The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (the “AAA”), as modified by this Service Agreement, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to the Grizzly BB. The arbitrator shall be bound by the terms of this Service Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless Customer and Grizzly BB agree otherwise, any arbitration hearings shall take place in Ravalli County, Montana. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

(d) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. CUSTOMER AND GRIZZLY BB AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Grizzly BB agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

(e) Notwithstanding any provision in this Service Agreement to the contrary, Customer and Grizzly BB agree that if Grizzly BB makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Customer may reject any such change by sending Grizzly BB written notice within thirty (30) days of the change. By rejecting any future change, Customer agrees that Customer will arbitrate any dispute between Customer and Grizzly BB in accordance with the language of this provision.

16. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless Grizzly BB, its Affiliates, Operational Service Providers, agents, third party licensors and suppliers and their respective members, officers, directors, shareholders, employees, agents, representatives and contractors, and each of their successors and assigns (collectively, the “Grizzly BB Indemnitees”) from and against all losses, expenses, damages and costs, (including reasonable attorneys' fees) and other claims or actions brought against any Grizzly BB Indemnitee(s) related to Customer’s use of the Service or any violation of this Service Agreement and all other documents incorporated herein by reference) including, without limitation, 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 Grizzly BB and/or any other Grizzly BB Indemnitee in connection with the defense of any such third-party claims or actions. Grizzly BB reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with Grizzly BB in asserting any available defenses.

17. TERMINATION OF THE SERVICE

(a) IF CUSTOMER CANCELS THE SERVICE OR ANY ASPECT THEREOF FOR ANY REASON, GRIZZLY BB SHALL NOT BE REQUIRED TO REFUND CUSTOMER ANY PORTION OF THE MONTHLY FEES PAID BY CUSTOMER FOR THE MONTH IN WHICH CANCELLATION OCCURS, UNLESS REQUIRED OTHERWISE BY STATE LAW.

(b) DIA Service. Termination provisions for the DIA Service are set forth in the Customer's DIA SLA.

(c) Cybernet 1 Service. Customer may terminate the Service no less than thirty (30) days prior to the end of the Cybernet 1 Service Term. A Customer's termination notice must be sent by Customer via email, fax, or U.S. postal mail to Grizzly BB's current address as set forth in Section 18(h) of this Service Agreement. Grizzly BB may take reasonable steps to verify Customer's identity and authority before effecting such termination. Upon termination, Customer agrees to pay any account balance and to return any Grizzly BB Equipment within fifteen (15) days of the expiration of the Cybernet 1 Service Term or pay the Equipment Purchase Price as set forth in Section 3(b) herein.

(d) The Service and all Service features are subject to availability on an ongoing basis. Customer understands that Grizzly BB may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without notice to Customer. Without limiting the generality of the foregoing, Grizzly BB may suspend, disconnect or terminate the Service at any time without prior notice if Grizzly BB believes in its sole discretion that Customer have (i) failed to pay Customer's bill when due, (ii) threatened or harassed any Grizzly BB employee, agent or contractor or (iii) violated any other provision of this Service Agreement. In its reasonable discretion, GRIZZLY BB may terminate the Service on sixty (60) days' notice to Customer.

(e) If the Service to Customer is disconnected for any reason or Service is suspended in accordance with this Service Agreement, Grizzly BB may charge Customer (i) for Service during the period of disconnection or suspension in accordance with applicable federal and state law and (ii) reasonable disconnection and reconnection fees.

(f) Grizzly BB has the discretion to close the Customer's account after three (3) inactive billing cycles.

(g) In the event that Customer's account is suspended, disconnected or terminated, no refund, including of fees paid by Customer to Grizzly BB, shall be granted. Moreover, Grizzly BB shall not be responsible for the return of data stored on Grizzly BB's servers, including web

and email servers. Customer agrees that Grizzly BB has no obligation to visit Customer's home upon termination to reconfigure Customer's computer(s) or for any other reason.

18. **GENERAL PROVISIONS**

(a) This Service Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Service 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 Service Agreement.

(b) The Parties agree that any Affiliates, Operational Service Providers, agents, third party suppliers and licensors of Grizzly BB are intended beneficiaries of this Service Agreement. Except as set forth in the previous sentence, this Service Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Grizzly BB.

(c) No agency, partnership, joint venture, or employment relationship is created as a result of the Service Agreement and neither party has any authority of any kind to bind the other in any respect.

(d) Grizzly BB shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Grizzly BB's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

(e) This Service Agreement and all matters arising out of or related to this Service Agreement shall be governed by the laws of the State of Montana without regard to conflicts of law provisions. Subject to the agreement between Customer and Grizzly BB with respect to arbitration of any disputes, Customer agrees that the federal and state courts of Montana alone shall have jurisdiction over all disputes arising under this Service Agreement and Customer consents to the personal jurisdiction of those courts.

(f) Grizzly BB's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this Service Agreement shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Service Agreement 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.

(g) Grizzly BB may change, amend, alter, or modify this Service Agreement and any document incorporated by reference herein at any time. Grizzly BB may notify Customer of any change either by posting that change on Grizzly BB's website (Cybernet1.com), and by sending Customer an email or by U.S. first-class mail. If Customer continues to use the Service after such notice has been made, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The current version of this Service Agreement, as the

same may be modified by Grizzly BB from time to time, shall supersede any prior version of this Service Agreement that may have been provided to Customer at any time.

(h) Except as specifically set forth in this Service Agreement, any notices under this Service Agreement shall be effective as follows:

(i) *If to Customer:* notice shall be made by (A) email to Customer's Account Email Address; (B) by first-class mail to Customer at Customer's billing address then on file with Grizzly BB; or (C) when posted to the Announcements page of Grizzly BB's website. If by email, such notice shall be deemed effective when transmitted by Grizzly BB. If by first-class mail, such notice shall be deemed effective upon the earlier of (1) three (3) business days after dispatch or (2) at such time as actually received by Customer.

(ii) *If to Grizzly BB:* notice shall be made exclusively by first-class mail to Grizzly Broadband d/b/a Cybernet 1 at 222 N 2nd St, Hamilton, MT 59840, or such other address as Grizzly BB may from time to time publish to Customer, and such notice shall be deemed effective upon receipt.

(i) Customer may not assign this Service Agreement, or Customer's rights or obligations under this Service Agreement, without Grizzly BB's prior written consent, and any purported assignment by Customer without such consent shall be void. Grizzly BB may transfer or assign any portion or all of this Service Agreement at any time without notice to Customer, and Customer waives any notice that may be required by law.

(j) Sections 2 through 18 herein shall survive any termination or expiration of this Service Agreement.

(k) Customer and Grizzly BB have executed this Service Agreement by their signatures (or, in the case of Grizzly BB, the signature of Grizzly's authorized person) on the COS or DIA SLA. **The Customer understands, acknowledges and agrees that any executed COS or DIA means that the Customer has read, understands, and agrees to this Service Agreement.**

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