



BROADBAND GENERAL TERMS & CONDITIONS

THESE GENERAL TERMS & CONDITIONS (the “**Agreement**”) constitute a contract by and between **Central Access, Inc., an Alabama corporation** (herein referred to as either “**Central Access**”, “**Provider**”, “**our**” or “**us**”), with a principal place of business at 103 Jesse Samuel Hunt Boulevard, Suite 201, Prattville, Alabama, and the undersigned customer (herein referred to either as “**Customer**”, “**End User**” or “**you**”) at the address provided on the Application for the Customer. Each of Provider and Customer is a “**Party**” and, collectively, the “**Parties**”.

WHEREAS, Central Access offers broadband services (as such terms are defined below); and

WHEREAS, Customer wishes to purchase from Central Access certain Services (as defined below) as stated in service orders; and

WHEREAS, Central Access is willing to provide said Services to Customer on the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

BY ACTIVATING THE SERVICES, CUSTOMER ACKNOWLEDGES RECEIVING, READING AND UNDERSTANDING THIS AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS HEREIN. CUSTOMER REPRESENTS THAT CUSTOMER IS OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

1. Definitions. For all purposes of the Agreement, in addition to terms defined elsewhere in this Agreement, the following capitalized and bolded terms shall have the definitions set forth below:

“**Affiliate**” means an entity that (directly or indirectly) controls, is controlled by, or is under common control with a Party, where “control” means the direct or indirect ownership of more than fifty percent (50%) of the voting equity.

“**Customer Premises**” means the location or locations occupied by Customer to which Services are provided or delivered.

“**Device**” or “**device**” means such item or items of equipment or personal property provided by Central Access in connection with the Services.

“**Effective Date**” means the date first set forth above.

“**Facilities**” means all fixtures, equipment or personal property provided by Central Access and delivered or installed for use at Customer Premises to deliver Services, including without limitation, optical network units, terminals and other equipment, wiring, lines, ports, routers, switches, channel service units, and data service units.

“**Service(s)**” means, individually and collectively, those broadband services and facilities described in a then-effective Service Order executed by Customer and which has been accepted by Central Access.

“**Service Order**” means a document in the form set forth at Exhibit “A” hereto which sets forth, at a minimum, (i) the Service(s) that are the subject of such Service Order with Customer, and (ii) references to Provider’s rates and charges applicable to such Service(s), which may be by reference to Provider’s adopted and posted rates. “Service Order” expressly includes any upgrade Service Orders.

2. Terms and Conditions.

Any Services made available to Customer shall be governed by the terms and conditions herein. Any additional, different, or conflicting terms and conditions issued by Customer at any time and not incorporated herein are hereby objected to by Provider, and any such terms and conditions shall be wholly inapplicable to any sale made or Service rendered hereunder and shall not be binding in any way on Provider. No waiver or amendment to this Agreement or these terms and conditions shall be binding on Provider, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of Provider.

3. Services.

a. Term. Service(s) are offered on a monthly basis. The terms for Services begins on the date that Central Access activates any Service to you. This term will automatically renew on a monthly basis unless you give us prior notice in which case such term will terminate at the end of the current monthly period. **Expiration of the term or termination of Services will not excuse you from paying all accrued and unpaid charges due under this Agreement nor will**

termination of this Agreement affect or terminate provisions of this Agreement stated to survive.

b. Use of Service and Central Access provided Facilities. You shall not resell or transfer the Services or any Facilities to another party without our prior written consent.

4. Customer Premises; Facilities.

a. Where Facilities are to be provided by Central Access, Customer shall allow and grant Central Access access to the Customer Premises to the extent reasonably necessary for the provision of Services and for the installation, inspection and scheduled or emergency maintenance of Facilities. Central Access shall notify Customer in advance of any regularly scheduled maintenance of Facilities that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at their own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Services and Facilities at the Customer Premises and shall ensure that the Customer Premises is secure and safe from hazards to the Services and Facilities or to Central Access's employees, agents or contractors.

b. Title to all Facilities shall remain with Central Access and all Facilities shall remain the sole and exclusive property of Central Access. Customer shall not, and shall not permit others to, without the prior written consent of Central Access, (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which Central Access provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will Central Access be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section 4. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Agreement) to allow Central Access upon prior notice to Customer to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as Central Access may determine is necessary or desirable from time to time. This Section 4 shall survive the expiration or termination of the term and this Agreement.

c. Customer assumes the risk of loss, theft or damage to all Facilities at all times prior to the removal of the Facilities by Provider or the return of the Facilities to Provider by Customer. Customer shall defend, indemnify and hold harmless Central Access, and its successors or assigns, against any and all claims, liability, loss, damage, or harm (including, without limitation, reasonable legal fees) suffered by Central Access to the extent that the same arise from Customer's negligence, willful misconduct or failure to perform its obligations under this Section 4, including without limitation any damage to the Facilities resulting therefrom.

d. ***In the event that any Facility or portion thereof is destroyed, damaged, lost or stolen or has been tampered***

with, or is not returned to Provider within fourteen (14) days after termination, Customer shall be liable to Provider for the full replacement cost of the unreturned, destroyed, lost, stolen or damaged device.

5. Customer-Provided Equipment. Central Access has no obligation to install Customer-provided communications equipment, even at the request of Customer. Customer shall be responsible for the operation or maintenance of any Customer-provided communications equipment including interface or compatibility with the Facilities. Central Access shall have no liability whatsoever for the configuration, management, or performance of Customer-provided communications equipment.

6. Credit Approval and Deposits – Customer may be required to provide Central Access with credit information regarding Customer, as reasonably requested, and delivery of services is expressly made subject to credit approval by Customer by Central Access. Central Access may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two months) as a condition to Central Access's acceptance of any Service Order. The deposit will be held by Central Access as security for payment of Customer's charges, and, in Central Access's sole discretion, may be applied and set-off against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of the Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.

7. Rates and Charges.

a. Rates and charges for Service(s) shall be as established by Central Access for the Services set forth in the Service Order(s). Charges for additional services required for installation or use of such Services shall be at Central Access's then-current charges for the same. Billing to Customer for recurring charges with respect to Service(s) will commence on the date on which Customer is deemed to have accepted such Services in accordance with Section 7(b) below. All other charges for Services or additional Services may be billed at the times designated by Central Access.

b. Upon completion of installation, testing and activation of each Service, Central Access shall have Customer sign off on the day of installation that all services installed are working properly. In the event that Customer notifies Central Access the Service is not installed and functioning properly, then Central Access shall correct any deficiencies not caused by Customer to ensure that such Service is installed and functioning properly. The procedure described in this paragraph shall be repeated until the Customer expressly accepts such Services or is deemed to have accepted such Services as described herein or until Central Access thereafter refuses service.

8. CHARGES; PAYMENTS; TAXES; TERMINATION.

a. Billing Disputes. You must notify us by the due date after receiving your bill if you dispute any Central Access

charges on that statement or you will be deemed to have waived any right to contest such charges.

b. Payment and Collection.

If your Service Order is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

c. Termination; Discontinuance of Service. Bills must be paid prior to disconnect date, printed on monthly statement, to avoid an interruption in your Service(s). If Service(s) are disconnected, for nonpayment, all charges, plus reconnect fee(s) must be paid prior to your Service(s) being restored. If your Service(s) are terminated due to a breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

d. This Section 8 shall survive the termination or expiration of a term.

9. Disputed Billing. In the event Customer disputes any portion of a Central Access bill, Customer shall pay the undisputed portion of the bill by the date the same is due, and shall contact Central Access concerning the disputed amount. Central Access shall credit the amount of the dispute, if validated, in full including any late fees on the Customer's next invoice. In the event that the dispute is resolved against Customer, Customer shall pay such amounts in full on the due date of the next invoice, including any applicable late fees.
CLAIMS OF FRAUDULENT USAGE SHALL NOT CONSTITUTE A VALID BASIS FOR A DISPUTE.

10. Taxes. All charges for Service(s) are net of Applicable Taxes (as defined below). Except for taxes based on a Party's net income and taxes assessed on a Party's tangible or intangible property, the Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Services, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "**Applicable Taxes**").

11. Use of Marks. Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "**Marks**") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to the Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval.

12. Customer's Use of Services. Customer shall defend, indemnify, and hold harmless Central Access from and against any and all costs, losses, harm or damages

(including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's End Users and/or the content of any communications transmitted via the Service(s).

13. Consent and Privacy. Provider utilizes the public Internet and third party networks to provide connectivity and broadband services. Accordingly, Provider cannot guarantee the security of internet based communications of Customer. Provider is committed to respecting End User's privacy. Provider will not sell, rent, or lease Customer's personally identifiable information to others. Unless required by applicable law or subpoena or if End User's prior permission is obtained, Provider will only share the personal data of End User with business partners that are acting on Provider's behalf to complete the Service(s). Such Provider entities and/or national business partners are governed by Provider's privacy policies with respect to the use of this data. **Upon the appropriate request of a government agency, law enforcement agency, or court as required by law, Provider is permitted to disclose personally identifiable information, and Customer hereby consents to such disclosure by Central Access and by those third parties who provide services to Central Access to a government agency, a law enforcement agency, or court as required by law without liability or responsibility to Customer.**

14. Force Majeure. If a Party's performance (other than payment) hereunder is delayed or prevented by reason of an event or circumstance not within the reasonable control of the Party claiming the excuse and that with commercially reasonable diligence cannot be prevented or overcome, including, without limitation, acts of God or of the public enemy; governmental requirements; changes in governmental laws or regulations; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "**Force Majeure Event**"), then the Party whose performance is delayed or prevented shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented; provided, however, that the Party whose performance is delayed or prevented shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform whenever and to the extent reasonably possible, and provided further that any time for performance set forth in this Agreement shall be extended for a period equal to the period of any such delay.

15. Repair. Central Access will make reasonable efforts to maintain its broadband system to respond to service calls in a prompt manner. Central Access agrees to repair damage to the Facilities, or interruption of the Services, when due to reasonable wear and tear or technical malfunction of any of the Facilities. In the event of physical damage to the Facilities caused by negligent, willful or intentional misconduct by Customer or others, the Customer shall be solely responsible and shall pay Central Access for the costs of repair or replacement of the Facilities so damaged.

16. Termination by Central Access. Central Access may terminate services to Customer in the event that.

a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with Section 11) remain unpaid ten (10) days after the due date;

b. Customer (i) becomes insolvent, (ii) makes a general assignment for the benefit of creditors, or (iii) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;

c. Central Access is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s);

d. changes in applicable law, regulation, decision, rule or order materially increase the costs to Central Access of, or materially affects other terms of Central Access's delivery of Service(s).

e. in the event that Customer has breached a provision of this Agreement, and following notice provided by Central Access to such Customer, the Service Order or this Agreement may be terminated by Central Access; or

f. Central Access may terminate this Agreement immediately upon notification of Customer or any of Customer's household members engaging in abusive behavior through use of any of the services provided by Central Access to Customer or by violating the Central Access Acceptable Use Policy posted on Central Access's publicly available website.

17. Termination by Customer. Customer may terminate a Service by contacting Central Access in accordance with the terms of this Agreement or Provider's rules.

18. Effect of Termination.

Upon termination or expiration of any Service(s), Service Order or this Agreement for any reason whatsoever:

(1) all obligations of Central Access under all Service Orders and under the Agreement shall immediately terminate; except those obligations stated to survive and each Party's respective defense and indemnification obligations shall survive the termination or expiration of the Agreement; and

(2) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges less disputed amounts in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable less disputed amounts.

19. Limitation of Liability.

a. Limitation of Liability. We will not be liable for any delay or failure to provide the Services caused by any of the following:

- an act or omission of an underlying carrier, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation
- service, equipment, network or facility failure caused by the loss of power to you;
- outage of your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- any act or omission by you or any person using the Service or Device provided to you; or

any other cause that is beyond our control, including, without limitation, a failure of or defect in any of the Facilities.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

b. Disclaimer of Liability for Damages. IN NO EVENT WILL CENTRAL ACCESS, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED, TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICES, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

c. Indemnification and Survival.

(i) Indemnification. You shall defend, indemnify, and hold harmless Central Access, its shareholders, officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party or user of the Service(s), in any way to the Services.

(ii) Survival. The provisions of this Agreement that by their terms or their context are intended to survive the termination or expiration of this Agreement shall so survive such termination or expiration.

d. No Warranties on Services. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CENTRAL ACCESS NOR ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CENTRAL ACCESS'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY CENTRAL ACCESS OR CENTRAL ACCESS'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

e. Device Warranties.

(i) Limited Warranty. Except as set forth herein, if you received a Device new from us and the Device included a limited warranty at the time of receipt from the Manufacturer, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation and will be limited to the Manufacturer. Central Access is not liable for any warranty provided with a Device.

(ii) No Warranty. If your Device did not include a limited warranty from us at the time of receipt, you are accepting the Device "as is". You are not entitled to replacement, repair or refund in the event of any defect.

(iii) Disclaimer. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING

WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS

f. Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Services or Device (each such person, a "User"). You shall assure that your use, and your User's use, of the Services and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Service(s) and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement, our Acceptable Use Policy or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

20. **Assignment.** Neither Party may assign any portion of this Agreement, voluntarily or involuntarily, including without limitation by operation of law or by merger in which such Party does not survive, except with the express written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned), and any attempt to do so shall be null and void. No person or entity not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

21. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under the Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.

22. **Governing Law.** The Agreement and the rights and obligations of the Parties hereto hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of law principles.

23. **Entire Agreement.** This Agreement (including, without limitation, any Service Order and all terms and conditions set forth therein or attached thereto) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.

24. Severability. Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

25. Relationship of Parties. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other Party in any respect whatsoever.

26. Supersedence. In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Agreement, the terms of the applicable Service Order shall control.

27. No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

28. Internet Access Speeds. The internet access speeds quoted by Central Access are the maximum rates by which downstream/upstream Internet access data may be transferred between Provider's facilities and the network interface device at Customer's premises. The maximum rate is

not guaranteed and may vary. The quoted speeds are not to be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Provider's control. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computer or modem and its configuration, wiring and any wireless configuration, destination and traffic on the Internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer's on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Provider reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

29. Resale of Products or Services. Subject to compliance with any applicable laws or regulations, any products or services provided under this Agreement may not be resold to or shared with other persons or entities as described in the Service Order or Terms and Conditions Agreement Addendums. The Customer remains solely responsible for all Services ordered by it or billed to its account, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying Provider of any unauthorized use.