



## INTERNET SERVICES AGREEMENT

This Services Agreement (Agreement) is made and entered into by and between the individual(s) requesting service (Customer) and Tri-Co Connections (TCC) for the provision of communications and data services by TCC to Customer.

**SERVICES** - During the term of this Agreement, TCC agrees to provide to Customer and Customer agrees to purchase from TCC the communications and data services (Services) listed on the attached Application on the terms and conditions contained herein.

**TERM** - This Agreement shall be for the term specified on the attached Application, or month to month if none listed, commencing on the date when TCC notifies Customer that the Services are ready for use by Customer (Service Commencement Date) and shall automatically renew on a month-to-month basis at the prevailing rates listed thereafter unless either party gives the other party at least thirty (30) days notice of its intent to cancel the current term. If Customer terminates this Agreement prior to the end of any Term commitment where discounts were applied, Customer shall be billed the amount of any defaulted discounts previously applied to the terminated Services.

**CHARGES** - Customer agrees to pay TCC monthly throughout the Term and any renewal terms, commencing on the date on the Service Commencement Date and on the first day of each monthly billing period thereafter, the Monthly Recurring Charges (MRC) for each Service as set forth in the Application. The first payment shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. All Nonrecurring Charges, including, but not limited to installation charges shall be payable with the first payment of Monthly Recurring Charges. Except as otherwise agreed, TCC shall submit monthly invoices to Customer and payment of all charges shall be due at the address shown on the invoice no later than 20 days after the date of the invoice (Due Date).

**LATE PAYMENTS; BILLING ADJUSTMENTS** - Any amounts not paid on or before the Due Date (Delinquent Charges) shall accrue interest at the rate of 1.25% per month or such other late payment rate as TCC may set pursuant to its credit policy, whichever is higher (Late Charge). In addition to monthly charge(s), the Customer will pay end user common charges that are applicable to the Services obtained, including, but not limited to federal, state or local use, excise, sales, or privilege taxes and FCC or other regulatory fees that may apply to such services. Unless different treatment is required by applicable regulations, adjustments for billing errors must be reported by Customer to TCC within 90 days of the invoice date or any shall be waived.

**ATTORNEY FEES** - In the event suit is brought or an attorney is retained by TCC to enforce the terms of this Agreement or to collect any money due hereunder or to collect any money damages for breach hereof, TCC shall be entitled to recover, in addition to any other remedy, the reimbursement for reasonable attorneys' fees, court costs, cost of investigation and other related expenses incurred in connection therewith. The right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether or not an action is filed or prosecuted to judgment.

**SERVICE SUSPENSION or TERMINATION** - TCC may suspend or terminate one or more of the Services if: (1) Customer fails to pay all or any portion of Delinquent Charges within 7 days after written notice from TCC or (2) Customer fails, within 7 days after written notice, to comply with Customer's other obligations under this Agreement or any applicable terms. TCC may, without notice, immediately suspend or terminate one or more Services for violation of any regulation, rule, or law of any governmental authority or if fraudulent usage is suspected.

**SERVICE SUSPENSION FOR MAINTENANCE** - TCC may from time to time without liability to Customer suspend the Services for routine maintenance or rearrangement. Whenever reasonably possible TCC will give Customer advance notification of such routine maintenance

**RECONNECTION FEE** - If Customer's Services are terminated due to breach or violation by Customer of any of the terms and conditions contained in this Agreement or any policy adopted by TCC relating to the Services, and in the event TCC subsequently agrees to reconnect Services, the Customer agrees to pay a \$50 reconnection fee.

**RESPONSIBILITY FOR TCC SUPPLIED EQUIPMENT** - Equipment installed by TCC at Customer's premises, which is not purchased by Customer, shall always remain the sole property of TCC. Customer assumes all risk of loss and/or damage to such equipment from any cause other than equipment failure due to normal wear and usage and/or electronic failure caused through no fault of the Customer. Upon termination of a Service, Customer shall within two business days return the equipment to TCC at its business office. In the event Customer fails to timely return such equipment, TCC in its sole discretion and without waiving any other remedies it may have, may choose to remove the equipment from the Customer's premises. Customer hereby authorizes TCC to recover the equipment from Customer's premises during reasonable hours. In the event Customer fails or refuses to timely return the equipment, or the same is lost, altered, destroyed, damaged or stolen, Customer shall pay TCC the reasonable replacement cost of the equipment, plus any costs incurred by TCC arising from the loss of or damage to the equipment within 10 days of invoice from TCC. If it is not paid in that time, TCC shall bill the equipment to the Customer's account.

**INTERRUPTION OF SERVICE; CREDIT** - It shall be the obligation of Customer to notify TCC of any interruption of Services. An outage credit will be allowed for interruptions in service that are found to be a result of facilities that are operated and maintained by TCC. The credit shall be applied on a pro-rated basis from the time TCC receives notification until the service is restored on interruptions of one day or more.

**COMPLIANCE WITH LAWS; INFRINGEMENT** - The Customer warrants that its use of the Services will not violate any law, rule or regulations or violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights. Customer agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with its use of the Services. Customer agrees to adhere to TCC's Acceptable Use and Internet Transparency Policy, as the same may be amended from time to time. TCC Acceptable Use and Internet Transparency Policy may be found at the following website: [www.tricoconnections.com](http://www.tricoconnections.com).

**NO RESALE OF SERVICES OR USE OF SERVICES BY OTHERS** - Services provided by TCC are for the sole use of the Customer and are not for resale or license of any nature whatsoever by Customer. Customer is and shall be responsible for any misuse of services, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person with access to Customer's account.

**REPRESENTATION AND WARRANTY OF CUSTOMER** - If Customer is a corporation or limited liability company, Customer represents that it is duly organized and in good standing in the jurisdiction of its organization and in the State of Pennsylvania and that the execution and delivery by the Customer of this Agreement and the performance by the Customer of its obligations hereunder have been authorized by all necessary action, do not require any approval or consent of any person or local, state, federal or other governmental authority, and do not and will not conflict with, result in any violation of, or constitute any default under, any provision of, the articles of organization or by-laws or other organizational documents of the Customer or any contract, agreement, document or instrument to which it is a party or by which it is bound.

**USE OF CUSTOMER INFORMATION** - From time to time TCC can provide the Customer with product marketing or education information based on existing or presumed use of one or more TCC services. This information is called Customer Proprietary Network Information or CPNI. TCC may use CPNI to advise the Customer on utilizing existing or new related products. TCC does not sell or provide this information to any third parties, other than the E911 records required by law if Customer is a telephone customer. Customer has a right to restrict Company's access to CPNI. If you choose to opt-out of TCC's use of CPNI, please contact our business office to be placed on a list where we will not use your CPNI. Further, the Customer hereby gives TCC permission to contact them at the

phone number listed in the TCC's records about future services that TCC will be offering that may be of interest to Customer.

**LIMITATION OF LIABILITY** - THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER TCC NOR ANY OF ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LICENSERS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, AND TCC HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

NEITHER TCC NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING, THE SERVICES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICES OR THE CUSTOMER'S INABILITY TO USE THE SERVICES OR FROM ANY BREACH OF WARRANTY. NOTWITHSTANDING THE FOREGOING, TCC'S ENTIRE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR ANY BREACH OF THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE PROPORTIONATE NET CHARGE FOR THE AFFECTED SERVICES DURING ONE MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**INDEMNIFICATION** - Customer shall indemnify and hold harmless TCC and its parent companies, subsidiaries, affiliates, officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorneys' fees (collectively referred to as "Claims") arising out of or in any manner relating to: (i) violation of any law, rule or regulation of any governmental authority or other agency by Customer, its employees and agents; (ii) any claim for withholding or other taxes that are the responsibility of Customer that might arise or be imposed on TCC due to this Agreement or the performance of Services; (iii) any damage to property or personal injury (including death) arising out of the negligence or willful acts or omissions of Customer, its employees or agents; (iv) breach of any representation, warranty, or obligation contained in this Agreement by Customer; or (v) any act or omission of Customer and its officers, directors, agents, employees or customers arising under or in any way related to this Agreement.

**FORCE MAJEURE** - If TCC's performance of any obligation under this Agreement is prevented, restricted or interfered with by causes beyond its control, including, but not limited to failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, flood or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency instrumentality, or of any civil or military authority, then TCC shall be excused from such performance on a day-to-day basis to the extent necessary as a result of such restriction, interference or event. TCC shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

**WAIVERS** - Failure of either party to enforce or insist upon compliance with the provisions of this Agreement shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

**SURVIVAL** - The indemnifications, covenants and agreements of Customer contained in this Agreement, including, but not limited to Customer's obligations to pay all amounts due hereunder, shall survive any termination of this Agreement or termination of a Service. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each party.

**GOVERNING LAW AND VENUE** - This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania excluding its conflict of law provisions. All questions or controversies arising out of or in any way relating to this Agreement and any Service, invoice or any other aspect of the relationship between TCC and Customer shall only be submitted to the federal and state courts of the State of Pennsylvania and the parties hereby submit themselves to the personal jurisdiction of such federal district and state courts. The rights

and remedies herein are cumulative and not exclusive of other rights and remedies which may be granted or provided by law, and nothing herein contained shall be construed to preclude or in any way prohibit TCC from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it or to enforce any right or remedy arising hereunder or otherwise.

**NOTICES AND FACSIMILE SIGNATURES** - All notices required or permitted hereunder shall be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, and if addressed to TCC at the address on page one hereof or if to Customer, to the address appearing on the Application attached hereto or to such other address as either party may from time to time advise in writing. The delivery of any party to the other of a telecopy or facsimile signature to this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided, however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy or facsimile signature).

**SEVERABILITY** - If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ENTIRE AGREEMENT** - This Agreement and all Exhibits, Schedules and other attachments incorporated herein, can be found at: [www.tricoconnections.com](http://www.tricoconnections.com) and TCC's Acceptable Use and Internet Transparency Policy, represent the entire agreement between the parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral. No rule of strict construction shall be applied against either party.

**AMENDMENT** – TCC's Acceptable Use and Internet Transparency Policy and any applicable policies may be modified by TCC at any time upon thirty (30) days notice to Customer. TCC will notify Customer of any such changes by posting a notice of such changes at [www.tricoconnections.com](http://www.tricoconnections.com) or by notice via e-mail. Customer's continued use of Services following such notice constitutes acceptance of all such changes.