

## Terms of Service

The services that You [hereinafter referred to as "Subscriber"] receive from Public Service Communications, Inc., through its subsidiaries and other corporate affiliates, including but not limited to Flint Cable Television, Inc., d/b/a Flint River Communications, Forsyth CableNet, LLC, and Public Service Data, Inc., d/b/a/ PSTEL.Net [hereinafter referred to as "Company"] are subject to the terms identified in Subscriber's Service Agreement and Equipment Lease, Acceptable Use Policy, this Terms of Service, any Addendums, and Company's other Policies and Agreements. The current version of Company's Terms of Service, Policies, and Agreements are available online at [www.flintrvr.com](http://www.flintrvr.com), [www.forsythcable.com](http://www.forsythcable.com), and [www.pstel.net](http://www.pstel.net) [hereinafter referred to as "Company's Website"].

Subscriber's signature on the Service Agreement and/or Subscriber's use of Services are evidence of Subscriber's agreement to this Terms of Service. Company may change its process, fees, the Services, and/or the Terms of Service. Company reserves the right to change or modify the terms of this Terms of Service, or other Company Policies and Agreements, at any time, effective when posted on Company's website. Subscriber's continued use of the broadband service(s) after changes to this Terms of Service, or other Company Policies and Agreements, are posted shall constitute acceptance of any changed or additional terms. Subscriber may not modify this Terms of Service, or any other Company Policies and Agreements, by making any types, handwritten, or any other changes to it for any purpose. This is a binding legal document.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 12, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. **Billing and Payment:** Subscriber is billed in advance on a monthly basis for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Advance monthly payments for service are non-refundable. There will be no refunds or credits for partial months of service, nor when Subscriber cancels service before the end of the current, paid month. Subscriber will be billed monthly for Services ordered or on orders placed during the previous month. Subscriber shall pay all monthly charges and all applicable fees and taxes as listed on the Company's monthly bill. Monthly service and lease fees are payable by the payment due date indicated on the monthly statement. In the event that reactivation of service is required due to non-payment, Subscriber shall pay the current re-connect fee in addition to any charges owed to Company. If the Subscriber has more than one account (business and/or residential) served by Company, all Company provided services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Company may apply any funds received from Subscriber first to such delinquent account(s).

Nonpayment of any portion of Subscriber's monthly bill may result in interruption or disconnection of service. Subscriber is liable for payment for all services rendered by Company and billed to Subscriber's account. It is Subscriber's responsibility to mail or make payment in a timely manner to ensure receipt by Company on or prior to the due date. Please report any billing errors immediately. In order to receive credit for disputed charges, such charges must be reported within thirty (30) days of the day on which Subscriber receives the bill unless otherwise specified under applicable law. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date appearing on Subscriber's bill.

Company is not responsible for any credit card charges or expenses (i.e. overdrawn accounts, exceeding credit card limits, etc.) resulting from Company charges billed to a credit card. Subscribers are responsible for notifying Company of credit card expirations, and providing new credit card numbers for continued billing of Company Service. It is not the responsibility of the Company to contact Subscribers with rejected credit card payments due to expired cards. Rejected credit card payments will be treated as non-payment, and may result in disconnection of service.

2. **Equipment – Flint River Communications and Forsyth CableNet Subscribers.** Subscriber is responsible for all of Company equipment leased to Subscriber. Subscriber will be provided equipment with actual corresponding Serial Number(s) for each piece of equipment selected and will be required to sign for equipment with an attached addendum as proof of receipt. In the event Subscriber's service is disconnected or terminated with Company, Subscriber shall return all leased equipment to the Company. Subscriber understands that failure to return equipment to Company within ten (10) days from disconnection of service will result in the Subscriber incurring a charge for the current, full retail cost of the equipment. Subscriber understands this equipment was provided to the Subscriber by Company to be used on Subscriber's property for the purpose it is intended. Company reserves the right to charge for equipment activation. Charges will apply for receiver programming changes at a later time. Unlimited programming changes may be made at the same time; however, charges will be applied each time the Company has to enter programming changes to a receiver and/or Subscriber's account.

Company will repair and/or replace the equipment we use to provide Subscriber services at no charge if the repair or replacement is not the result of Subscriber's negligence. Subscriber understands that adequate space around leased equipment is necessary to prevent the unit from overheating, and agrees not to place any objects on top of the unit. Subscriber understands that in the event leased equipment overheats due to such actions, or is damaged due to neglect, Subscriber is responsible for the costs incurred for the repair and/or replacement of same. For replacement equipment, Subscriber shall be billed the current, full retail cost of the equipment. Subscriber understands that certain equipment may be required to utilize the various services selected. Cancellation of monthly equipment lease does not cancel Subscriber's obligation under his/her existing service contract. If any equipment belonging to Company is stolen from Subscriber's property, Subscriber agrees to report the theft immediately to the proper authorities and Company. Subscriber will be responsible for the replacement cost of the stolen equipment. Subscriber understands that he/she is aware that violations to Federal law and certain state laws will occur if: a) Subscriber damages, tampers or allows someone else to damage or tamper with the equipment belonging to Company located in Subscriber's home; b) Subscriber makes or allows someone else to make any alterations to Company's equipment which would allow additional cable service to be provided without the consent of Company, or c) the Subscriber allows a third party to receive broadband or cable television service in the absence of a contract and/or subscription Company. Subscriber understands the Company maintains complete ownership of leased equipment at all times. Subscriber is responsible for preventing the loss or destruction of leased equipment.

ALL EQUIPMENT IS PROVIDED "AS IS", AND COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

3. **Equipment – PSTEL.Net Subscribers.** Subscribers shall be provided a modem upon signing of Service Agreement with Company. In the event Subscriber successfully completes and fulfills the initial Term of the Service Agreement, Company will waive the cost of the modem and title to the modem shall vest in Subscriber. However, such cost shall only be waived by Company and title to the modem shall only transfer upon Subscriber successfully completing and fulfilling all of the terms and conditions of Service Agreement. In the event Subscriber breaches the Service Agreement, Subscriber shall return modem to Company within ten (10) days or Subscriber shall be billed for the current, full retail cost of the modem. Upon breaching the Service Agreement, Subscriber shall no longer qualify to have the cost of the modem waived nor will same be waived by Company. Company will repair and/or replace defective modems provided by Company to Subscriber, if any, as long as such damage was not caused by misuse or other improper operations by Subscriber and Subscriber is under a Service Agreement with Company. In the event Subscriber is outside the term of the Service Agreement, Subscriber must sign another Service Agreement for modem to be repaired and/or replaced at no charge. Company shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, and Company shall, at its sole option and discretion, have no obligation to fulfill such repair or replacement. If modem is damaged due to negligence, misuse, or other improper operations by Subscriber, Company shall bill Subscriber for the current, full retail cost of the modem.

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COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

4. **Disruption of Service.** All Company Services are provided on an "as is" and "as available" basis. In no event shall Company be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Company's reasonable control.

5. **Content and Services.** All services are subject to change in accordance with applicable law. Without notice, Company may preempt, rearrange, delete, add, discontinue, modify, or otherwise change any and all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.

6. **Rates.** All rates are subject to change in accordance with applicable law.

7. **Right to Make Credit Inquiries.** Subscriber authorizes Company to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.

8. **Installation.** Subscriber authorizes Company and its employees, agents, contractors, and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain, and/or repair the Equipment and, upon the termination of service, to remove the same from the premises. Company's failure to remove its equipment shall not be deemed an abandonment thereof. If the installation and maintenance of Service are requested at Premises that, in Company's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Company may refuse to install and maintain such Service. Company's installers and technicians will not enter Subscriber's home to perform any work unless a responsible adult is present. We realize this may be an inconvenience for some Subscribers, but this policy is essential to protect our Subscribers and employees.

### 9. Additional Terms.

USE: Unless Subscriber specifically subscribes to a Commercial Business Plan, service may be used only for residential, personal use only. Subscriber may not resell the Service or otherwise make the service available for use to persons outside of Subscriber's dwelling (for example, through an open wireless home network). Subscriber agrees not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access.

INTERNET SERVICES: Subscriber understands that broadband internet and DSL speeds are not guaranteed. The actual data transfer is an "up to" speed. The actual speed that you will experience may be lower than the advertised speed after accounting for processing overhead and other factors which may be beyond the control of the Company. Company shall use commercially reasonable efforts to achieve the internet speed selected by Subscriber, however, actual internet speeds may vary. Many factors affect speed including, without limitation, the number of users utilizing a single connection. Company reserves the rights to refuse any request for a username and/or password that contains explicit language or content.

Company uses reasonable network management practices consistent with industry standards to ensure that all of its Subscribers have a high quality online experience. Company does not shape or throttle internet traffic based on the particular online content, protocols, or applications a Subscriber uses. Company monitors and proactively reinforce our network with additional capacity in areas where growth trends identify a need. If acute network congestion occurs, Company employs various techniques to ensure a positive customer experience and fair distribution of network resources. Currently, based on our experience, Subscribers may encounter congestion, if at all, during the hours of peak usage – between 7 pm and 11 pm eastern time. During peak hours, residential Subscribers are attempting to use the internet simultaneously, giving rise to a greater potential for congestion. When network congestion is identified, Company employs various techniques to ensure a positive customer experience. Our network management techniques include ensuring that Subscriber systems are not propagating viruses or distributing spam email. We also reinforce our network with additional capacity in areas where congestion is identified or as part of standard network engineering design plans. In some cases, we may limit the number of Subscribers that may be served on a particular network node until additional capacity can be added. Also, we seek to ensure that our subscribers are not excessively using the service.

Company's Excessive Use Policy [hereinafter referred to as "EUP"], sets download guidelines based on the high-speed internet service plan that a Subscriber purchases. This policy only impacts plan download usage; upload usage is not impacted. Service plans with download speeds of 12 Mbps or less, include a data allowance of 250 GB per month. Service Plans with download speeds of 20 Mbps to 30 Mbps include a data allowance of 500 GB per month. Unused data does not carry over from month to month. If Subscriber exceeds the data plan, Company reserves the right to bill for additional data usage at then current data rates.

PHONE SERVICES: Porting of existing telephone number may not be available in all areas. Subscriber must provide his/her own telephone phone set where applicable. Not utilizing the phone portion of a bundle, if applicable, does not affect the monthly bundle price.

Phone Service plans which include unlimited local and long distance: Unlimited Long Distance Service is for typical domestic voice use only. It does not include 900 calls, 800 services, calling card calls, international calls, Directory Assistance, Operator Assistance, multi-line conference calls, - or any chargeable calls, and standard rates will apply for these services. All long distance calling areas are limited to the 48 continental United States. Long distance is not intended for use to connect to Internet service providers, data providers, or information services. Commercial facsimile, auto-redialing, resale, telemarketing, and general business use are strictly prohibited. While Company does not apply arbitrary limits on typical long distance usage per month, should Company determine, in its sole discretion, that usage is not consistent with typical Residential voice usage patterns and is abusive of the Service, Company reserves the right, after giving notice of its intent, to immediately suspend, restrict, or terminate the long distance service, or to bill future excessive usage charges at the current per minute rate included

below, without further notice. Company reserves the right to block permanent Call Forwarding in connection with the use of Unlimited Long Distance Service. Subscriber must subscribe to the long distance carrier of Company's choice. All rates are subject to change. Additional requirements and restrictions may apply. The rate for Unlimited Long Distance Service may not include all applicable fees.

No guarantee of suitability for any purpose, to include the following: security systems, fax machines, DVR services, medical alert services (e.g. Life Alert) and others which may not be listed here. Phone service is intended for voice only. E-911 service is available (where existing) and your device will be registered to the primary address location you provide. If Subscriber moves it is Subscriber's responsibility to update the address on file. Subscriber understands there will be a monthly E-911 charge on each month's bill.

10. **Remedies.** In the event that Subscriber fails to make any payment due to Company, Company may charge subscriber interest on the amount past due at the maximum rate permitted by law and may recover from subscriber all attorney fees, which may be internal, legal, court or collection costs incurred and may refer the debt to a third party for collection. If Subscriber's account is referred to a third party for collection, Subscriber will be required to pay collection fees up to 35% of the balance owed. Company shall have the right to discontinue service and terminate this agreement without notice if subscriber defaults in the payment for service as provided for herein, becomes the subject of any proceeding under the bankruptcy laws, or becomes insolvent. In such event, all charges shall become immediately due and payable.

11. **LIMITATION OF LIABILITY.** THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLIES TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF COMPANY AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS, AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES).

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO SUBSCRIBER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS, OR SUBCONTRACTORS OF COMPANY, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. COMPANY'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY COMPANY OF ANY OBLIGATION COMPANY MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE SUBSCRIBER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY COMPANY. IN NO EVENT SHALL COMPANY'S LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY SUBSCRIBER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

12. **Arbitration.** The following provisions are important with respect to the Agreement between Subscriber and Company regarding Company's Services.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Subject to the "Exclusions" paragraph below, Company and Subscriber agrees to arbitrate disputes and claims arising out of or relating to this Agreement, the Services or marketing of the Services Subscriber has received from Company. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Company should be addressed to: President, Flint River Communications, PO Box 669, Reynolds, GA 31076 ("Arbitration Notice Address"); with a copy of such notice addressed to: General Counsel, Flint River Communications, PO Box 669, Reynolds, GA 31076. The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Subscriber or Company may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Agreement.

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 ("AAA"), as modified by this Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND COMPANY ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Company and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in Reynolds, Georgia. The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim. The parties agree that the arbitrator must give effect to the terms of this Agreement.

SUBSCRIBER AND COMPANY AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Furthermore, unless both Subscriber and Company agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Company in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Company must include Subscriber's name, address, and account number as well as a clear statement that Subscriber does not wish to resolve disputes with Company through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Company or the delivery of Services to Subscriber by Company.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND COMPANY AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- (1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY COMPANY ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

The foregoing arbitration provisions shall survive the termination of this Agreement.

13. **Governing Law.** These Terms and other Company policies and agreements shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of law.

14. **Severability.** If any provision of these Terms and other Company policies and agreements are or become unconstitutional, illegal, or unenforceable because of present or future laws, the remaining parts shall not be affected thereby.

15. **Non-Waiver.** No course of dealing, course of performance, or failure of either party to strictly enforce any term, right, or condition of these Terms or other Company policies and agreements shall be construed as a waiver of any term, right, or condition. No earlier waiver shall operate as a waiver of any other default or of the same default on a future occasion.

16. **Entire Agreement.** These Terms and Conditions, which should be read in conjunction with Company's other Policies and Agreements (including but not limited to the Service & Equipment Lease Agreement, Acceptable Use Policy, and Network Management Policy) constitutes the entire agreement between the Subscriber and Company. No undertaking, representation or warranty made by an agent or representative of Company in connection with the sale, installation, maintenance or removal of Company's Services or Equipment shall be binding on Company except as expressly included herein. Subscriber agrees that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Company fails to insist upon or enforce strict performance of any provision of this Agreement, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

17. **Indemnification.** Subscriber agrees to indemnify and hold harmless Company, its parents, subsidiaries, members, affiliates, officers and employees from any claims brought against Company related to Subscriber's use of the Internet Service or the violation of the Authorized Use Policy or the Privacy Policy, including, but not limited to, claims that Subscriber's use of the Internet Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Subscriber of this Agreement or the AUP, or any claim resulting from Subscriber's negligence. Subscriber agrees to pay any attorneys' fees incurred by Company in bringing any action related to the Internet Service or a breach of the terms of this Agreement.

18. **Force Majeure.** Company shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Effective: July 1, 2016