

**STUPP FIBER**  
**RESIDENTIAL TERMS OF SERVICE**

Thank you for choosing Stupp Fiber, LLC (“Stupp Fiber”). These Residential Terms of Services (as may be amended from time to time, the “Terms”), together with any document incorporated herein by reference and applicable policies and additional terms provided to you by Stupp Fiber, establish the terms and conditions under which you (“Customer,” “you,” or “your”) agree to use the high-speed internet and/or other related service(s) (“Service(s)”) that Stupp Fiber will provide to you. Stupp Fiber reserves the right to update or modify these Terms at any time and from time to time with or without prior notice. Continued use of the Service(s) will be deemed acknowledgment and acceptance of the then-current Terms.

**1. ACCEPTANCE OF THIS AGREEMENT**

**You must accept these Terms as a condition of receiving the Service. By accepting these Terms, you confirm you are a capable adult over the age of majority; and you are also confirming that these Terms constitutes a valid and binding obligation of yours. By enrolling in, using, or paying for the Service, you agree to the terms and conditions in these Terms. If you do not agree to these Terms, do not use the Service(s).**

**2. CHARGES AND BILLINGS**

**a. Charges, Fees, and Taxes.** You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, connection, and activation, service calls, advance monthly service (unless otherwise prohibited by law), late fees, service restoration fees, Stupp Fiber Equipment (as defined herein), purchases or rentals or other services, applicable federal, state, and local taxes, fees, and surcharges (however designated), and any other applicable Service charges. You will be responsible for paying any governmental imposed fees and taxes, whether imposed on you or us, that become applicable retroactively.

**b. Prior Accounts.** You warrant that no monies are owed to Stupp Fiber from a previous account of yours with Stupp Fiber and all Stupp Fiber Equipment associated with any such previous account has been properly returned. If Stupp Fiber learns of a prior account of yours where money is owed or Stupp Fiber Equipment has not been properly returned, then Stupp Fiber may apply any funds received by you to that prior account, including any replacement equipment fee(s) owed thereunder.

**c. Pricing.** We will provide you with notice of applicable pricing contemporaneous with your order and/or activation. We will provide you with notice of any change in our standard prices or fees or new prices or fees via our website, or other notice, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Current pricing information and additional terms and conditions are available at <https://www.stuppfiber.com/>.

**d. Billing and Method of Payment.** Billing will begin after installation is complete. Your first bill will be issued on the first day of the month after installation is complete and will include pro-rata amounts of applicable recurring Service charges, equipment charges, and fees from the date on which installation is complete to the date the bill is issued in addition to charges and fees for the following month. Thereafter, you will be billed monthly, in advance (unless otherwise prohibited by law), for recurring Service charges, equipment charges, and fees. . Such amounts shall be payable no more than ten (10) days after the date of such bill. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. If you choose to pay by ACH or debit card or credit card, you hereby authorize Stupp Fiber to charge/debit the bank account, the credit or debit card that you designated with respect to all applicable fees for the Service(s) you purchase, whether ordered by you, someone authorized by you or someone with access to the Service(s) pursuant to your Stupp Fiber account or any related equipment. You authorize the issuer of the bank account, the credit or debit card to pay any amounts described herein without requiring a signed receipt, and you agree that these Terms shall be accepted as authorization to the issuer of the bank account, the credit or debit card to pay any amounts described herein without requiring a signed receipt, and you agree that these Terms shall be accepted as authorization to the issuer of the bank account, the credit or debit card to pay all such amounts. You authorize Stupp Fiber and/or any other company who bills products or services, or acts as billing agent for Stupp Fiber, to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your bank account, the credit or debit card until such amounts are paid in full. You agree to provide Stupp Fiber with updated bank account, the credit or debit card information upon the request of Stupp Fiber and any time the information you previously provided is no longer valid. You acknowledge and agree that Stupp Fiber will not have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your bank account, the credit or debit card. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at the option of Stupp Fiber, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional fee per transaction in the amount of any overdraft fees or other amount that our payment processor or related service provider charges us as a result. You agree that Stupp Fiber is not responsible for any third-party charges you may incur in connection with your credit/debit card or other payment method. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion.

**e. Third-Party Charges.** You may incur charges with third-party service providers such as for accessing on-line services,

purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

**f. Late Fees.** You may be billed fees, charges, and assessments (collectively “Late Fees”) related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date. Any Late Fees due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys’ fees, and legal costs as permitted by law. If you fail to pay the full amount due for any or all charges within fifteen (15) days of the date of the bill or invoice therefor, then we, at our sole discretion in accordance with and subject to applicable law, may suspend any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s). If you fail to pay the full amount due for any or all charges within twenty-five (25) days of the date of the bill or invoice therefor, then we, at our sole discretion in accordance with and subject to applicable law, may disconnect and deactivate any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

**g. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension, disconnection, or deactivation as described, we may require you to pay additional installation or service restoration fees. These fees are in addition to all past due charges and other fees.

### 3. CHANGES TO SERVICE/NOTICE OF CHANGES

Subject to applicable law, we have the right to change our Service(s), Stupp Fiber Equipment, rates and charges, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change features or offerings contained in the Service(s), including, but not limited to, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations. We also reserve the right to modify or discontinue the Service(s), temporarily or permanently. We may deliver any notice concerning material changes to the Service(s) and our relationship with you, including notice of any material change to these Terms, in any one or more of the following ways, as determined in our sole discretion: (1) by posting it on the Stupp Fiber website or any other website about which you have been notified; (2) by mail to your address on file; (3) by e-mail to the e-mail address in our records; (4) by including the information on or with your bill for Service(s); or (5) by telephone or texts to your number(s) on file. You agree that any one of the foregoing will constitute sufficient and effective notice under these Terms. It is your responsibility to check for any such notices. Your continued subscription to the Service(s) after the effective date of the change constitutes your acceptance of such changes. Changes will not apply retroactively. If you do not agree to the modified terms for the Service(s), you should discontinue your use of the Service(s) and contact Stupp Fiber to change or terminate the Service(s).

### 4. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

**a. Premises.** You agree to allow us and those acting on our behalf the right to enter your property at which the Service(s) and/or Stupp Fiber Equipment will be provided (the “Premises”) at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or Stupp Fiber Equipment used to receive any of the Service(s) and you authorize any other adult resident or guest at your residence to grant access to the Premises for these purposes. You warrant that you are either the owner of the Premises or that you have the authority to give us and those acting on our behalf access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from any necessary party, including but not limited to the owner, landlord, or building manager, to allow us and our agents into the Premises to perform the activities specified above. You agree that Stupp Fiber may install equipment on the exterior and interior of your residence (including but not limited to installing, maintaining, and repairing underground conduit and/or affixing equipment to the outside of your residence) at any reasonable location. You agree that Stupp Fiber may take photos of the installation on the exterior or interior of your residence for quality control purposes. You also agree that Stupp Fiber may use, and that you have the necessary permissions to approve Stupp Fiber’s use of, existing facilities, including existing wiring in and around your residence, to complete the installation services. Without limiting any other provisions of these Terms, you agree to indemnify Stupp Fiber from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Service(s).

**b. Customer Equipment.** You must provide all Customer Equipment necessary to receive the Service(s). “Customer Equipment” means equipment, devices, software, hardware, or services that you choose to use in connection with the Service(s) and that is not provided by us or those acting on our behalf. You agree to allow us and those acting on our behalf the rights to insert hardware in the Customer Equipment, send software and/or “downloads” to the Customer Equipment and install, configure, maintain, inspect, and upgrade the Customer Equipment in connection with the Service(s). You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from any necessary party, including but not limited to the owner, landlord, or building manager, to allow us and those acting on our behalf access to the Customer Equipment to perform the activities described in this paragraph. For avoidance of doubt, “Customer Equipment” does not include Stupp Fiber Equipment.

### 5. STUPP FIBER EQUIPMENT AND SOFTWARE

**a. Stupp Fiber Equipment.** “Stupp Fiber Equipment” means all equipment that we or those acting on our behalf provide to you, including, but not limited to modems, routers, related electronic devices, wiring, and any other hardware and includes all software and programs contained within Stupp Fiber Equipment or downloaded to Customer Equipment by

us. You expressly agree that you will use the Stupp Fiber Equipment solely in connection with the Service(s) and that you will only use the Stupp Fiber Equipment included in the cost of your plan for the Service(s). You agree that all Stupp Fiber Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the Stupp Fiber Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge that any addition to, removal of or change to the Stupp Fiber Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the Stupp Fiber Equipment, or permit any other service provider to use the Stupp Fiber Equipment. The Stupp Fiber Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the Stupp Fiber Equipment for an additional charge. You assume the risk and are responsible for loss, theft, repair, replacement and other costs, damages, fees, and charges if you do not return the Stupp Fiber Equipment to us in an undamaged condition. If you lose or damage the Stupp Fiber Equipment after installation, we may charge you a fee for replacement equipment. Equipment fees may be subject to change.

**b. No Unauthorized Devices or Tampering:** You agree not to attach or assist any person to attach any unauthorized device to, or otherwise tamper with Stupp Fiber Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with Stupp Fiber Equipment or the Service(s) or any other part of our network, we may terminate the Service(s) and recover damages.

**c. Revocable License.** The Service(s) and Stupp Fiber Equipment, including, but not limited to, any firmware or software embedded in the Stupp Fiber Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with these Terms. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Stupp Fiber Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

## 6. USE OF SERVICES

**a. Use Restrictions.** You agree that the Service(s) and the Stupp Fiber Equipment will be used only for lawful purposes. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part, or using or permitting another to use the Stupp Fiber Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy we post applicable to the Service(s). Use of the Stupp Fiber Equipment or Service(s) for transmission, communications, or storage of any information, data, or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting these Terms on behalf of all persons who use the Stupp Fiber Equipment and/or Service(s) at the Premises or at other locations authorized by us and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of these Terms and any applicable policies including, but not limited to, end user agreements, acceptable use policies, and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify us immediately in writing during normal business hours if the Stupp Fiber Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges. We may take any and all reasonable actions necessary to restrict any prohibited network uses, including those addressed in Stupp Fiber's Acceptable Use Policy ("AUP"), which is set forth in Exhibit A to these Terms, and/or any use in a manner that: (a) hinders other customers' access to the network; (b) involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a frequency signal without our permission; (c) negatively affects our network or compromises network security or capacity; (d) excessively and disproportionately contributes to network congestion; (e) adversely impacts network service levels or legitimate data flows; (f) degrades network performance; or (g) causes harm to the network or other customers. In accordance with the AUP, Stupp Fiber reserves the right to deny, disconnect, modify, and/or terminate, without notice, your account or the Service(s) if your use of the Service(s) violates the AUP.

**b. Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). Stupp Fiber assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes. Pursuant to Section 512 of the Digital Millennium Copyright Act (DMCA), it is Stupp Fiber's policy to terminate the account of repeat copyright infringers in appropriate circumstances.

**c. Operational Limits.** Provisioning of the Service(s) is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service(s) may occur as normal events in the provision of the Service(s) and that Stupp Fiber is not liable for such interruptions. In addition, Stupp Fiber is not liable for any failure of performance due to any cause beyond our reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or any Customer Equipment.

**d. Monitoring.** Stupp Fiber may, but is not required to, monitor your compliance, or the compliance of other users, with the terms, conditions or policies of these Terms, the AUP, and any other applicable terms or conditions. You acknowledge that Stupp Fiber shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service(s), including but not limited to content that violates the law, these Terms, this AUP, or other applicable terms or conditions.

## 7. TERMINATION

**a. Termination by You.** You may terminate the Service(s) for any reason at any time by notifying us in one of the following ways: (1) mailing or personally delivering a written notice to our local business office; (2) send an electronic notice to cancellations@stuppfiber.com; or (3) calling our customer service department during normal business hours. Prior to effecting such termination, or any other change to your account, we may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until the Service(s) has been disconnected and all Stupp Fiber Equipment has been returned. Except for non-refundable fees and charges, we will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due us for the Service(s), affiliated services, Stupp Fiber Equipment, or other applicable fees and charges).

### **b. Suspension and Termination by Us.**

1. **No Notice.** Subject to applicable law, we reserve the right to act immediately and without notice to terminate or suspend the Service(s). We may take these actions if we: (1) determine that your use of the Service(s) does not conform with the requirements set forth in these Terms or the AUP, (2) determine that your use of the Service(s) interferes with our ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties or (5) you threaten, harass, or use vulgar and/or inappropriate language toward our personnel. Our action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or other users.

2. **With Notice.** Subject to applicable law, we reserve the right to terminate or suspend Service(s) with five (5) days' notice for any reasons not set forth in subsection 1 above. If Customer's bill is not paid in full, Stupp Fiber may terminate or suspend Service(s). Upon termination for any reason, Stupp Fiber may charge additional fees on any unpaid balance. Further Customer understands and agrees that Stupp Fiber may charge credit card on file at termination of Service(s) in the amount of any outstanding balance, fees, and for the cost of any unreturned or damaged Stupp Fiber Equipment, in accordance with applicable law.

### **c. Obligations Upon Termination.** You agree that upon termination you will do the following:

1. You will immediately cease all use of the Service(s) and all Stupp Fiber Equipment;
2. You will pay in full for use of the Service(s) up to the date that the Service(s) are disconnected; and
3. You will return all Stupp Fiber Equipment to us to our local business office or to our designee in working order, normal wear and tear excepted, within twenty-one (21) days of the date on which Service(s) are disconnected. Failure to return any Stupp Fiber Equipment or if any Stupp Fiber Equipment is returned damaged or destroyed for any reason, including fire, flood, storm or other incident beyond Customer's control, will result in the charge of an additional fee to cover the full replacement cost for any unreturned or damaged Stupp Fiber Equipment.

## 8. NO WARRANTY AND LIMITED LIABILITY

USE OF THE SERVICE(S) AND/OR STUPP FIBER EQUIPMENT IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY LAW, THE STUPP FIBER EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE STUPP FIBER EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE(S) AND/OR STUPP FIBER EQUIPMENT IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STUPP FIBER OR THROUGH OR FROM THE SERVICE(S) AND/OR STUPP FIBER EQUIPMENT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

UNLESS OTHERWISE PROHIBITED BY LAW, STUPP FIBER'S ENTIRE LIABILITY AND CUSTOMER'S

EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICE(S) OR ANY BREACH BY STUPP FIBER OF ANY OBLIGATION STUPP FIBER MAY HAVE UNDER THESE TERMS SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE(S). UNLESS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL STUPP FIBER AND ITS SUPPLIERS, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE TO THE CUSTOMER FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION. THIRD PARTY PRODUCED ITEMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. IN NO EVENT SHALL STUPP FIBER AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. IN NO EVENT, SHALL STUPP FIBER'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE CUSTOMER DURING THE PRECEDING 30 DAY PERIOD.

## 9. INDEMNIFICATION

UNLESS OTHERWISE PROHIBITED BY LAW, YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS STUPP FIBER, OUR AFFILIATES, SUPPLIERS, AND ITS AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE ANY SUCH INDEMNITEE FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY ANY SUCH INDEMNITEE IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), THE STUPP FIBER EQUIPMENT OR THE CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) CONTENT YOU SUBMIT, POST, TRANSMIT, OR OTHERWISE MAKE AVAILABLE THROUGH THE SERVICE(S); (d) THE FAILURE OR OUTAGE OF THE SERVICE(S) OR OUTAGE OF THE SERVICE(S); AND (e) YOUR BREACH OF ANY PROVISION OF THESE TERMS OR ANY AUP. You agree to abide by these Terms and you agree to defend, hold harmless, and indemnify such indemnitees from and against any and all claims stemming from usage of your account, whether or not such usage is expressly authorized by you.

## 10. DISPUTE RESOLUTION

Generally, customer concerns can be resolved informally by calling our customer service department. In the event that we are unable to resolve a complaint informally, we each agree to attempt to resolve those disputes in good faith through non-binding mediation in accordance with the American Arbitration Association Commercial Mediation Rules. The costs of mediation shall be shared equally by the parties to the mediation. Any settlement reached by mediation shall be recorded in writing, signed by the parties, and shall be binding on them. If such dispute is not resolved by such non-binding mediation, the parties shall have the right to resort to any remedies permitted by law. No litigation for the resolution of such dispute may be commenced until the parties attempt in good faith to settle the dispute by such mediation in accordance with such rules and either party has concluded in good faith that amicable resolution through continued mediation of the matter does not appear likely.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE SERVICE(S) MUST BE BROUGHT IN THE COURTS OF WARREN COUNTY, STATE OF KENTUCKY OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE WESTERN DISTRICT OF KENTUCKY AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS SUCCESSORS AND ASSIGNS, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

## 11. GENERAL

**a. Entire Agreement; Severability.** These Terms and any other documents incorporated by reference, including but not limited to our privacy policy and the AUP, constitute the entire agreement and understanding between you and us with respect to the subject matter of these Terms, and replace any and all prior written or verbal agreements. In case of any conflict between the provisions of these Terms and any other documents incorporated by reference, the provisions of these Terms control and govern. If any portion of these Terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of these Terms. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of these Terms.

**b. Customer Information:** Your use of the Service(s) and personal data and certain other information about you are subject

to our privacy policy, available at: <https://www.stuppfiber.com/legal/privacy-policy/>. You represent and warrant that you have provided us with information that is accurate, complete, and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used (if applicable), and payment data (including without limitation information provided when authorizing recurring payments). YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE(S) OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. IF PERMITTED BY LAW, YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**c. Consent to Communications from Stupp Fiber.** You agree that Stupp Fiber or third parties acting on Stupp Fiber's behalf may call or text you at any telephone number that you provide to Stupp Fiber, and may do so for any purpose relating to your account and/or the Service(s). You expressly consent to receive such calls and texts and agree that these calls and texts are not unsolicited. You understand and acknowledge that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these communications, you may send us written notice of your revocation at [info@stuppfiber.com](mailto:info@stuppfiber.com). You may not opt-out of receiving certain communications pertaining to your account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, notices concerning your bill, and harm caused to the network. Message frequency depends on your activity with your Service(s). Message and/or data rates may apply.

**d. Protection of Our Information and Marks.** All Service(s) information, documents, and materials on our websites are protected by trademark, copyright, or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of ours and our affiliates are and shall remain our exclusive property. Nothing in these Terms shall grant you the right or license to use any of the marks.

**e. Retention of Rights.** Nothing contained in these Terms shall be construed to limit our rights and remedies available at law or in equity. Upon termination of the Service(s) for any reason, we and our agents reserve the right to delete your data, files, electronic messages, or other information that is stored on our or our suppliers' servers or systems. We shall have no liability whatsoever as the result of the loss of any such data, files, electronic messages, or other information.

**f. Governing Law.** These Terms shall be governed by and interpreted in accordance with Kentucky law without regard to choice of law provisions.

**g. Assignability.** These Terms and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under these Terms with or without notice to you.

**h. Survival.** Obligations and rights in connection with these Terms, which by their nature would continue beyond the termination, cancelation, or expiration of these Terms, will survive the termination, cancelation, or expiration of these Terms.

**Exhibit A**  
**Acceptable Use Policy**

- 1. General Policy.** Stupp Fiber reserves the sole discretion to deny or restrict the Service(s), or immediately to suspend or terminate the Service(s), if the use of the Service(s) by you or anyone using it, in our sole discretion, violates the Terms or other Stupp Fiber policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Stupp Fiber network by Stupp Fiber or other users, or violates the terms of this Acceptable Use Policy (“AUP”).
- 2. Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of the Service(s). Without limiting anything else set forth in this AUP or the Terms, it is a violation of the Terms and this AUP to:
  - a.** access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Stupp Fiber or any other entity, or to penetrate the security measures of Stupp Fiber or any other person’s computer system, or to attempt any of the foregoing;
  - b.** transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, “spamming”, “flaming” or denial of service attacks;
  - c.** intercept, interfere with or redirect email or other transmissions sent by or to others;
  - d.** introduce viruses, worms, harmful code or Trojan horses on the Internet;
  - e.** engage in conduct that is defamatory, fraudulent, obscene or deceptive;
  - f.** violate Stupp Fiber’s or any third party’s intellectual property rights or other proprietary rights;
  - g.** engage in any conduct harmful to the Stupp Fiber network, the Internet generally or other Internet users;
  - h.** generate excessive amounts of email or other Internet traffic;
  - i.** use the Service(s) to violate any rule, policy or guideline of Stupp Fiber;
  - j.** use the Service(s) in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism;
  - k.** download or use the Service(s) in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce; or
  - l.** knowingly or unknowingly interfere with or abuse the Stupp Fiber network or Stupp Fiber Equipment, or with the functioning of the Stupp Fiber network or Stupp Fiber Equipment and the Service(s) provided through the Stupp Fiber network or Stupp Fiber Equipment.