

GENERAL TERMS AND CONDITIONS

THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES.** This Agreement states the terms and conditions under which Seiontec Systems shall provide CUSTOMER with the services (“Services”) and associated equipment (“Equipment”) indicated herein. This is a Service Agreement and does not and should not be construed to provide the CUSTOMER with any ownership right or rights in any of the Service, Equipment or peripherals associated with the provision of the Service. By using the Service, CUSTOMER agrees to be bound by the terms of this Agreement.

2. **PAYMENT TERMS.** CUSTOMER agrees to pay one-time and monthly recurring charges for the Services, as set forth in this Agreement. One-time charges are due on or before the time of installation. CUSTOMER shall pay monthly charges in advance. International usage charges are billed the following month.

a) **Taxes, Fees and Government Charges.** CUSTOMER shall also pay Seiontec Systems any sales, use, property, excise or other taxes, and governmental charges (except income taxes) arising under this Agreement. A copy of the CUSTOMER’S tax exemption document must be provided to Seiontec Systems to certify tax-exempt status. Tax-exempt status shall not waive the state communications tax.

b) **CUSTOMER Change Requests.** Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations requested by CUSTOMER subsequent to the initial installation, are the sole financial responsibility of CUSTOMER and shall be reflected on the CUSTOMER’S billing statement after the requested Service and/or Equipment has been installed, added, modified, substituted, upgraded, reconfigured, rebuilt or relocated and CUSTOMER’S payment of the bill which includes those added charges will be deemed CUSTOMER’S acceptance of those charges. Subsequent to the initial term Seiontec Systems may increase the recurring charge from time to time on thirty (30) days’ prior written notice to CUSTOMER.

c) **Non-Payment and Penalties.** Failure to pay all bills within thirty (30) days of issuance shall constitute a breach of this Agreement and be grounds for disconnection and/or imposition of a late fee of not more than five percent (5%) on any outstanding balance at Seiontec Systems’ discretion. Seiontec Systems may charge a reasonable service fee for all returned checks and bankcard or charge card charge-backs. If Service is disconnected because CUSTOMER does not pay the bill, Seiontec Systems may require that CUSTOMER pay all past due charges, a reconnect fee, and a minimum of one month’s advance charges before Seiontec Systems will reconnect Service. CUSTOMER shall be responsible for all expenses (including reasonable attorney’s fees) incurred by Seiontec Systems in collecting any unpaid amounts in accordance with this Agreement.

d) **Billing Errors.** CUSTOMER must bring any billing errors or requests for credit to Seiontec Systems’ attention within thirty (30) days of the date CUSTOMER receives the bill for which correction of a billing error or credit is sought.

e) **Site Visits and Repairs.** If the CUSTOMER’S use or modification of the Equipment or software supplied by Seiontec Systems requires a visit to the CUSTOMER’S facilities for correction or repair, Seiontec Systems reserves the right to charge the CUSTOMER for such site visit and repair costs.

3. **INSTALLATION AND ACCESS.** CUSTOMER hereby grants to Seiontec Systems (subject to any necessary governmental or third-party approvals) reasonable access to the premise(s) to review, install, inspect, maintain and repair all necessary Equipment (as well as permission to enter the premise(s) for the exercise of such right) to receive the Service. Such access shall include landlord permission, when applicable. Seiontec Systems reserves the right to perform an engineering review of the premise(s) prior to installation. The CUSTOMER shall be responsible, at its own expense, for all site preparation activities necessary for installation of the Service, as set forth herein, including the relocation of the CUSTOMER’S equipment, as necessary, to access the Service. To ensure proper installation of the Service, CUSTOMER may be required to provide Seiontec Systems with accurate physical network diagrams and/or maps. Seiontec Systems may schedule installation visits with the CUSTOMER as necessary. The CUSTOMER’S authorized representative must be present during site visits.

4. **SERVICES AND EQUIPMENT.** CUSTOMER UNDERSTANDS AND AGREES THAT NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN ALL EQUIPMENT AND MATERIAL INSTALLED OR PROVIDED BY SEIONTEC SYSTEMS, INCLUDING BUT NOT LIMITED TO SERVER(S), ATA(S), ROUTER(S), E-MAIL ADDRESS(ES), E-MAIL NAME(S), AND IP ADDRESS(ES), IS AND SHALL REMAIN THE PROPERTY OF SEIONTEC SYSTEMS AND MUST BE RETURNED TO SEIONTEC SYSTEMS AT ANY TIME SERVICE IS DISCONNECTED, OR ANY REASONABLE TIME THE CUSTOMER IS DESIROUS OF MAKING AN EXCHANGE OF SUCH EQUIPMENT. CUSTOMER will use reasonable care to avoid damaging any Equipment and will not move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with the Equipment. Immediately upon termination of Service, the Equipment supplied by Seiontec Systems must be returned to Seiontec Systems in good condition. Failure to return Equipment within ten (10) days after Service is disconnected will result in a charge being made to CUSTOMER’S account. CUSTOMER agrees to pay the full retail cost for the repair or replacement of any lost, stolen, or damaged Equipment, together with any costs incurred by Seiontec Systems in obtaining or attempting to regain possession of such Equipment, including, but not limited to, reasonable attorney’s fees. CUSTOMER further agrees to pay for any repairs or replacement of the Equipment whether or not caused by CUSTOMER’S negligent act, except such repairs or replacements as may be necessary by reason of normal and ordinary wear or by reason of defects of material or workmanship therein.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

a) **Limited Warranty.** Seiontec Systems hereby represents and warrants to the CUSTOMER that all Services shall be performed in a workmanlike manner and in accordance with the terms and conditions set forth in this Agreement. CUSTOMER agrees that CUSTOMER uses the Service and any software and Equipment supplied by Seiontec Systems at its sole risk. The Service and Seiontec Systems Equipment are provided on an “as is basis” without warranties of any kind. Seiontec Systems does not warrant uninterrupted use of Service. Any warranty claim by the CUSTOMER must be made within thirty (30) days after the applicable Service has been performed. Seiontec Systems’ sole obligation and the CUSTOMER’S sole remedy, with respect to any breach of the limited warranty set forth in this Section, shall be a prorated refund of the fees paid by the CUSTOMER based on the period of time when the Service is out of compliance with this Limited Warranty provision.

b) **Disclaimer.** The warranties in this section are in lieu of all other warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement.

c) **Limitation of Liability.** Seiontec Systems shall not be liable to CUSTOMER for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with this Agreement or any acts or omissions associated therewith, including any acts or omissions by

subcontractors of Seiontec Systems, 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. Any claim made under this paragraph or this Agreement shall be made in writing and forwarded to the Seiontec Systems address that appears hereon. In no event shall Seiontec Systems' liability hereunder exceed the total fees paid hereunder during the preceding thirty (30) day period.

6. FORCE MAJEURE. The CUSTOMER agrees that Seiontec Systems shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service, directly or indirectly caused by circumstances beyond Seiontec Systems' control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

7. INDEMNIFICATION. The CUSTOMER agrees to indemnify Seiontec Systems against any and all claims, lawsuits, damages, judgments, costs, fees or expenses (including reasonable attorney's fees and costs incurred by Seiontec Systems in enforcing its rights under this Agreement) incurred by Seiontec Systems which arise out of or are in any way related to the installation, maintenance or repair of any Equipment or Services provided by Seiontec Systems to CUSTOMER under the terms of this Agreement.

8. MISCELLANEOUS.

a) Entire Agreement. This Agreement and any related schedules constitute the entire Agreement with respect to the Service. A facsimile of a duly executed Agreement signed by both authorized parties shall be considered evidence of a valid agreement, and Seiontec Systems may rely on such facsimile copy of the Agreement as if it were the original signed copy of the Agreement. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

b) Authorized Party. The CUSTOMER represents to Seiontec Systems that the CUSTOMER has the authority to execute, deliver and carry out the terms of the Agreement.

c) No Rights or Remedies for Third Parties. This Agreement is not intended to give and does not give any rights or remedies to any person other than Seiontec Systems and the CUSTOMER.

d) Governing Law. This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Virginia, without regard to conflicts of law provisions. The CUSTOMER agrees that the federal and state courts of Virginia alone have jurisdiction over all disputes arising under this Agreement and the CUSTOMER consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement.

e) 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, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those 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.

f) No Assignment or Transfer. The CUSTOMER may not assign this Agreement or its rights or obligations under this Agreement without Seiontec Systems' prior written consent. The Service shall be provided to CUSTOMER at the specified premise address(es). The CUSTOMER may not transfer the CUSTOMER'S subscription or the CUSTOMER'S rights and obligations under the Agreement to any other person or to any other address without Seiontec Systems' prior written consent.

g) Waiver. Except as otherwise provided herein, the failure of Seiontec Systems to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

9. PROVISION OF SERVICE. Seiontec Systems may, from time to time, rearrange, delete, add or otherwise change packaging and programming of Services contained in Seiontec Systems' basic cable, Digital Music or other Services.

10. ADDITIONAL EQUIPMENT. CUSTOMER agrees (i) not to add additional equipment or disturb, alter or remove any portion of Seiontec Systems' Equipment or material, (ii) to adequately safeguard such Equipment against others, (iii) not to hire or permit any one other than personnel authorized by Seiontec Systems acting in their official capacity to perform any work on such Equipment. CUSTOMER is prohibited from moving Equipment to another location or using it at an address other than the premise(s) without prior written authorization from Seiontec Systems. Any unauthorized connection or other tampering with the system or its components (including converters) shall be cause for disconnection of Service or legal action, and Seiontec Systems shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

11. EQUIPMENT AND SOFTWARE REQUIREMENTS. CUSTOMER shall maintain certain minimum Equipment and software to receive the Service. Please refer to www.Seiontec.com (or the applicable successor URL) for the current specifications.

12. CUSTOMER'S RESPONSIBILITIES. CUSTOMER agrees that any person who accesses the Service through the CUSTOMER'S computer(s), under the CUSTOMER'S account or through the cable outlets in the CUSTOMER'S facility shall be subject to this Agreement. The CUSTOMER assumes all liability and responsibility to ensure that all such other users understand this Agreement and comply with its terms. The CUSTOMER shall be responsible for all access to (including access via the CUSTOMER'S wired or wireless Local Area Network) and use of the Service by means of the CUSTOMER'S Equipment, whether or not the CUSTOMER has knowledge of or authorizes such access or use. The CUSTOMER shall be liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the CUSTOMER'S account, until the CUSTOMER informs Seiontec Systems of any breach of security.

a) Connecting Customer Equipment. Upon Installation, Seiontec Systems shall test to confirm that the Service can be accessed from the CUSTOMER'S premise(s). It shall be the CUSTOMER'S responsibility to connect their equipment to the modem or router for network access. The Service

is intended for use by a single business or small office-home office (SOHO) at the premise(s) specified herein. By connecting to the network and/or accessing the Service, CUSTOMER agrees to be bound by the terms of the Seiontec Systems Acceptable Use Policy which can be found at www.Seiontec.com (or the applicable successor URL). Except as expressly permitted in the Premium SBI Package, CUSTOMER will not, and will not allow others to, resell or redistribute access access and services in any manner.

b) No Third-Party Support or Liability. Seiontec Systems does not support CUSTOMER-supplied third-party hardware or software, including but not limited to modems or routers, network interface cards or local area networks, browsers and their plug-ins, phones, IP or other communications or networking software, or e-mail client software. Any questions concerning third-party hardware or software should be directed to the manufacturer of that hardware or software product. Seiontec Systems assumes no liability or responsibility for the installation, maintenance, compatibility or performance of any equipment or software not provided by Seiontec Systems. If such third-party equipment or software impairs the Service, the CUSTOMER shall remain liable for payments as agreed without recourse for credit or prorated refund for the period of impairment. If the CUSTOMER requests Seiontec Systems to attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Seiontec Systems' discretion and at then-current rates and terms. Seiontec Systems makes no warranty that it will resolve the difficulties caused by such third-party equipment or software.

c) Security. The CUSTOMER shall be responsible for the implementation of reasonable security procedures and standards with respect to its own demarcation point that interfaces with the Service. Seiontec Systems may communicate security issues to the CUSTOMER from time to time when abuse or misuse is observed or reported by others.

d) Blocking and Filtering. While the computer industry may provide blocking and filtering software that empowers CUSTOMER to monitor and restrict access to CUSTOMER'S computer and its data, Seiontec Systems is not the publisher of this software. Seiontec Systems strongly recommends that the CUSTOMER employ a "firewall" or other security software. The CUSTOMER assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service at its location. Seiontec Systems shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Seiontec Systems does not warrant that other users will be unable to gain access to CUSTOMER'S computer.

13. SERVICE PERFORMANCE. Seiontec Systems shall use its best efforts to achieve the Service quality, speed, and functionality selected by the CUSTOMER herein, but may vary based on factors beyond Seiontec Systems' control. Seiontec Systems shall use commercially reasonable efforts to assure that the Service is available to the CUSTOMER 24 hours per day, seven days per week. It is possible, however, that there will be interruption of the Service. If an outage condition is known sufficiently far in advance, Seiontec Systems shall attempt to provide the CUSTOMER with electronic mail notification. The CUSTOMER understands and agrees that the Service may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Seiontec Systems' control. The temporary unavailability of the Service shall not constitute a breach of contract or a failure by Seiontec Systems to perform its obligations under the Agreement.

a) Damage, Loss or Destruction of Software Files and/or Data. Seiontec Systems assumes no liability or responsibility whatsoever for any damage to or loss or destruction of any of the CUSTOMER'S property, including but not limited to hardware, software, files, data or peripherals, which may result from the CUSTOMER'S use of the Service, or from the installation, maintenance or removal of the Service, Equipment or software. Seiontec Systems does not warrant that any data or files sent by or to the CUSTOMER will be transmitted in uncorrupted form within a reasonable period of time.

b) No Liability for Risks of Internet Use. The internet is a shared network and Seiontec Systems does not warrant that Service will be error-free. The Service, Seiontec Systems' network and the Internet are not secure, and others may access or monitor the CUSTOMER'S traffic. Seiontec Systems does not warrant that any data or files sent or received by the CUSTOMER over the network will not be subject to unauthorized access by others, that other users will not gain access to the CUSTOMER'S data, nor that the data or files will be free from computer viruses or other harmful components. The CUSTOMER may run applications that permit others to gain access to the CUSTOMER'S data. Seiontec Systems has no responsibility and assumes no liability for such acts or occurrences.

c) No Liability for Purchases. Through use of the Service, the CUSTOMER may access certain information, products and services of others, for which there is a charge. The CUSTOMER shall be solely liable and responsible for all fees or charges for these online services, products or information. Seiontec Systems shall have no responsibility to resolve disputes with other vendors.

d) No Liability for Changes of Address. Due to growth, acquisitions and changes in technology, Seiontec Systems reserves the right to change addressing schemes, including e-mail and IP addresses. Seiontec Systems may provide the Service in partnership with other companies ("Partners"). The CUSTOMER agrees to abide by the terms and conditions of the Partners' Services.

14. NON-PERFORMANCE. In the event of non-performance by either Seiontec Systems or the CUSTOMER, the affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding sixty (60) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

15. PRIVACY AND MONITORING THE SERVICES. Seiontec Systems treats private communications on or through its network as strictly confidential and does not access, use or disclose the contents of private communications, except as required or permitted by law or by the Seiontec Systems Communications Privacy Policy. Seiontec Systems has no obligation to monitor traffic on the Seiontec Systems network. However, the CUSTOMER understands and agrees that Seiontec Systems has the right to monitor traffic on the Seiontec Systems network from time to time in accordance with its Privacy Policy and with applicable law. A copy of the Privacy Policy can be found on Seiontec Systems' website at www.Seiontec.com (or the applicable successor URL).

16. ACCEPTABLE USE POLICY. Seiontec Systems' Acceptable Use Policy, found at www.Seiontec.com (or the applicable successor URL) and incorporated herein by reference, applies to the Service. The CUSTOMER expressly warrants that the CUSTOMER has read and agrees to be bound by Seiontec Systems' Acceptable Use Policy. The CUSTOMER expressly understands and agrees that the Acceptable Use Policy may be updated or modified from time to time by Seiontec Systems, with or without notice to the CUSTOMER. Any such update or modification to the Acceptable Use Policy shall be posted to the above-listed website. Payment for Service subsequent to a change of policy will be deemed CUSTOMER'S acknowledgement and acceptance

of said change. The CUSTOMER should consult the Acceptable Use Policy on a regular basis to ensure compliance. Seiontec Systems may terminate the CUSTOMER from the Service immediately for violation of its policies.

17. SEIONTEC SYSTEMS' RIGHT TO TERMINATE. If the CUSTOMER fails to comply with this Agreement, Seiontec Systems may declare CUSTOMER to be in default of this Agreement, and at its option and in addition to any other remedies provided herein, may immediately terminate the Agreement or provide written notice of action of termination. Seiontec Systems may terminate the Service immediately without notice in order to prevent a breach of network security or other violation of Seiontec Systems' Acceptable Use Policy. No express or implied waiver by Seiontec Systems of any event of default shall in any way be, or be construed to be, a waiver of any further subsequent event of default.

18. CUSTOMER'S RIGHT TO TERMINATE. If the CUSTOMER terminates the Service, Seiontec Systems requires thirty (30) days prior written notice and CUSTOMER shall be liable for all applicable early termination charges.

19. EARLY TERMINATION CHARGES. If the CUSTOMER'S Service is terminated or disconnected prior to the end of the committed Term and the termination or disconnect is due to any reason other than a breach of the Agreement by Seiontec Systems, the CUSTOMER shall pay an early termination charge equal to fifty percent (50%) of monthly Service and Equipment charges multiplied by the number of months remaining in the Term, plus one hundred percent (100%) of the balance of Installation charges.

20. DISCLAIMER OF 911 LIABILITY. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We do not have any control over any local emergency response center. Therefore, we are not responsible for whether they answer calls using our 911 dialing service, how they answer these calls, or how they handle them. We rely on third parties to assist us in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. We are neither liable nor responsible if the data used by a third party to route calls is incorrect or produces an erroneous result. Neither Seiontec Systems nor its officers or employees may be held liable for any claim, damage, or loss, fine, penalty, cost, and expense (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of our service, relating to our service, including, without limitation, 911 Dialing, or your device.

21. 911 SERVICE. Unless customer specifically orders a life-line support package to provide 911 access, Seiontec Systems does not provide any type of 911 or E911 access by default.

22. E-Billing. Unless another form of billing is specifically requested, bills will be sent out via email to email address of the primary customer contact. Please ensure email from seiontec.com is white-listed with your email client and service provider. Customers requesting a copy of the bill to be mailed via US Postal Service will be charged monthly a \$1.50 handling charge.



Welcome To Seiontec Systems!

Seiontec Systems would like to thank you for choosing us as your data and voice services provider. We pride ourselves on servicing our customers with the best quality products, service, and support. We want to ensure that you receive the support you need. If you should have questions about your service, or should need technical support at any time please contact us at the numbers and E-Mail addresses below.

Contact Information

Seiontec Systems Customer Service –

(Sales, billing, contract administration, technical support - Monday through Friday 8:30am to 6pm)

540.318.3120

Emergency After Hours support is available

E- Mail: cs@seiontec.com

www.Seiontec.com