

## TERMS AND CONDITIONS APPLICABLE TO PUBLIC DATA SERVICES

- 1. Services Warranty.** The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation: the number of users and/or computer stations using a single connection; computer, router and firewall configurations; Internet network congestion; time of day; and the accessed website servers. Customer also understands that the general reliability of the Internet, connections to and from the Internet and connections to and from the Midco Internet server ("Host") may be controlled by factors beyond the control of Midco. As a result, Midco makes no representation regarding the speed of the Business Internet Service as actual speeds may vary and are not guaranteed. Midco cannot guarantee that the provision of the Business Internet Service will be uninterrupted, the Customer will be able to properly access and use the Business Internet Service, or the Business Internet Service will be provided without error. Once Midco has been informed that the Business Internet Service has been interrupted, or the Customer has not been able to access or use the Business Internet Service, or there is an error in the Business Internet Service, then Midco warrants that it will take reasonable efforts to correct such problem or error as soon as possible. THE ABOVE SERVICE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2. Email Accounts.** Midco may provide email accounts as part of the ordered Service, as described in the Service Order ("Service"). Any email account that is inactive for six (6) consecutive months will be deleted. Any email within an inactive email account will be deleted without inspection along with the email account. Once deleted, the email address associated with the email account will become available for assignment to other customers. An email account is inactive if it has not been checked in six (6) months, does not have an email forward associated with it and is not the primary login. Midco is not responsible for any loss of any kind because of the deletion of email accounts or email messages.
- 3. Internet Domain Names.** The Service described in the Service Order may include certain Internet domain name registration and maintenance services. Customer acknowledges that such services do not include any research or determination of any sort regarding whether Customer's selection of a domain name will infringe, dilute, or otherwise violate the scope of any third party's rights in a trademark, any other type of mark, trade name, or personal or legal entity name. Customer agrees to assume any and all risks associated with Customer's selection of an Internet domain name. Customer may wish to consult an attorney familiar with copyright law, trademark law and the Internet domain name registration process prior to selecting an Internet domain name.
- 4. Contracted Data Services (Bulk Internet).** Midco shall provide to owner at the property, data service as outlined above including total speed and units. Midco will provide data service with Customer Premise Equipment ("CPE") but is not responsible for any external Wi-Fi modems attached to Midco provided CPE (if Customer has contracted with Midco for a managed Wi-Fi service, such service is governed by the terms and conditions for that service). Midco will be responsible for the issuance of equipment upon execution of applicable service order. The equipment identified within the service order will be assigned to specific units in the Midco billing and database system. Midco may request an annual audit be performed by on-site property management on an annual basis.
- 5. Demarcation Point.** The Demarcation Point shall be the point of interconnection between the Service and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Midco Equipment at a Service Location.
- 6. User Responsibility.** In order to utilize the Service provided by Midco, the Customer will need certain computer network equipment. It will be the responsibility of Customer to provide, operate, and maintain, all at Customer's expense, all such necessary computer network equipment. The Customer shall also be responsible for security related to the Customer's use of and access to the Service. No user access security will be provided by Midco. Midco shall not be liable in any manner to the Customer for Midco's failure or inability to detect or identify security breaches. Customer agrees to comply with Midco's Acceptable Use Policy; as such policy may be modified from time to time. The Midco Acceptable Use Policy can be accessed through the Midco website at [www.midco.com](http://www.midco.com). Customer shall not use the Service to provide access to online services that Customer hosts on Customer's computer system or to provide electronic services of any nature to any third party.
- 7. Charges & Payments.** In addition to the charges specified in the Service Order, Customer may also incur charges for usage-based services and from third party service providers that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears and may include, without limitation, purchasing or subscribing to other offerings via the Internet. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- 8. Unauthorized Use.** Midco does not warrant or guarantee that it can prevent unauthorized use or misuse of the service. Midco shall not be liable for any damages, including charges for Service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other third parties, or the public. Customer will remain responsible for all charges.
- 9. Network Integrity.** If Midco determines in its sole discretion that action is necessary to protect its network and/or resources, Midco may take actions it determines appropriate, including: circuit blocking, port blocking, email virus scanning, denying email access or transmission, and putting limits on bandwidth and email usage. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such action and no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such action. Unless the circuit block was prompted and necessary due to Customer's action or inaction, Customer will be relieved of all obligations to make payments for charges relating to Service for the period of the circuit blockage.
- 10. Equipment Network Addresses.** In order to use the Service, Midco will provide to the Customer a non-portable TCP/IP network address(es). IP address space is a finite resource that is an essential requirement for all Internet access services. Midco may provide Customer with routable IP addresses. Customer may be required to provide documented justification to receive any routable IP addresses. Any pre-existing Customer network address(es) may not be routable on the Midco network due to Midco network configuration.
- 11. Data Redundancy and Backup.** Unless priced as a Customer Term in the Service Order and paid for by Customer, Midco shall not be responsible for the redundancy or preservation of Customer data. Customer shall be responsible for preventing data loss, preparing for a possible data loss, and the creation and regular maintenance of an archive backup not stored on Midco Hardware. In the event backup services are listed as a Customer Term, Midco cannot guarantee the backup process or that all data will be recoverable in the event of any failure or loss.
- 12. ACKNOWLEDGEMENT.** BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO ORDER THE SERVICES DESCRIBED ABOVE AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS SERVICE ORDER AS POSTED AND UPDATED AT [www.midco.com/legal](http://www.midco.com/legal).

