



# Northwest Ohio Broadband

*High Speed Internet \* Home Phone  
More Speed For Less Money*

Updated: 2/20/2021

Northwest Ohio Broadband ("Northwest Ohio Broadband") agrees to provide the service to the Customer at the site identified in the Service Agreement.

"Service Period," is the time period starting on the date the service is fully functional in all material respects and available for use as described in a Service Agreement or as reflected in the first invoice (the "Turn-up Date") and continuing for the number of months specified in the Service Agreement.

## Standard Payment Terms

Customer agrees to pay the monthly Service fees and one-time charges as set forth in the Service Agreement incorporated under this Service Agreement by execution thereof by the parties. "Monthly Service Fees" is the amount specified as the monthly fee to be paid by the Customer for the Services. "One-Time Charges" include, but are not limited to, construction, Service installation charge(s), repair, replacement, or any non-recurring charges. "Service Installation Charge" is the amount specified as the fee for installation of equipment and network facilities. "Equipment" means components including, but not limited to, any, antenna, radio, bridge, receiver, transmitter, transceiver, router, switch, hub, telephone, analog telephone adapter, power supplies, wires and cables installed on the customer premises.

\* (a) Monthly Service Fees. Customer agrees to pay Monthly Service Fees in advance of the provision of the Services. Monthly Service Fees are due on the date specified in the Service Agreement.

\* (b) One-Time Charges. Customer agrees to pay the One-Time Charges as described on the Service Agreement.

\* (c) Taxes, Fees, and Government Charges. Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees and governmental charges (excluding income taxes), arising under this Agreement.

\* (d) Charges for Change Requests. Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations at a site and requested by Customer subsequent to executing a Service Agreement for that site, are the sole financial responsibility of Customer.

\* (e) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network facilities supplied by Northwest Ohio Broadband necessitates a visit to the Customer site for inspection, correction or repair, Northwest Ohio Broadband shall charge Customer a site visit fee as well as charges for any Equipment or Network repair or replacement necessary to restore service.

\* (f) Invoicing Errors. Customer must provide notice to Northwest Ohio Broadband of any invoice errors or disputed charges within thirty (30) days of the invoice date on which the errors and/or disputed charges appear in order for Customer to receive any credit that may be due.

**\* (g) Late Fees. If Customer fails to pay an invoice within day of after bill is due on 20<sup>th</sup> each month, the Customer will be charged a late fee \$25.00 per month on any outstanding past-due balance.**

**\* (h) Non-Payment. If Services are disconnected because Customer does not pay the invoice, Northwest Ohio Broadband may, in its sole discretion, require that Customer pay all past due charges, a reconnect fee and a minimum of one month's Monthly Service Fees in advance before Northwest Ohio Broadband will reconnect Services. If Customer have an history for non payment/non full payment Northwest Ohio Broadband does have the right to disconnect and bar you from getting any services in the future from Northwest Ohio Broadband LLC. (If you do not have automatic payment setup in our billing system or if card on file is set to manual and not automatic you are subject to late fee and system shut off automatically)**

**\*(h1) Canceling Account:**

**If any accounts is cancelled and still have balance on account must be paid for in full in order to have account closed. Any account is not paid up and still have an Balance your account is subject to be sent to Collections or Taken Up At Your Local County Court Via Small Claims. Customer also acknowledges that cancellation or changes will not take effect until the end of the current billing cycle, and there are no refunds for partial months.**

**\* (i) Returned Checks, Bankcard or Credit Card Charge-Backs and Collection Fees. Northwest Ohio Broadband will charge a \$39 service fee for all returned checks and bankcard, credit card or other charge card charge-backs.**

\* (j) Collection Fees. Customer shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by Northwest Ohio Broadband in collecting any unpaid amounts due under this Agreement.

\* (k) Credit for Down Time

Although we intend to maintain your service at all times, you have the right to be credited if through our negligence you lose service via Northwest Ohio Broadband Internet for more than 24 hours. In such a case, we will credit you 1/30 of the monthly base charge for each 24 hour period from the time of notice of interruption until the service restoration. The 24 hours must be continuous. You cannot add up shorter periods. To receive credit, you must notify the Northwest Ohio Broadband office that your service is not working. Most types of outages do not qualify for credit. Please read the next section for your information.

\* (l) Events that don't qualify for credit

Most temporary service outages do not qualify for credit. You will not get credit for problems in the Service caused by your own or other's negligence or willful act (except as provided above) or for problems caused by weather or disaster-like situations. Please see Force Majeure. "Willful acts" include system failures caused by viruses, "hacking", "cracking", and other forms of remote malice. You will not get credit for loss of connectivity caused by technicians working to modify or repair Northwest Ohio Broadband equipment. You will not get credit for loss of connectivity less than 24 hours long. Northwest Ohio Broadband may, however, issue credit on a case-by-case basis at Northwest Ohio Broadband discretion. If you believe that Northwest Ohio Broadband has billed you in error, you must contact us or call within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

#### Service Location Access and Installation

\* (a) Access. Customer shall provide Northwest Ohio Broadband with reasonable access to each Service Location listed on a Service Agreement as necessary for Northwest Ohio Broadband to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns and/or controls the Service Location(s), Customer grants to Northwest Ohio Broadband permission to enter the site(s) for the exercise of such right. If a site is not owned and/or controlled by Customer, the Customer will obtain, with Northwest Ohio Broadband's assistance, appropriate right of access. If Customer is not able to gain right of access for a site from owner and/or controlling party, Northwest Ohio Broadband's obligations under this Agreement and the appropriate Service Agreement for such site are terminated, null and void.

\* (b) Installation Review; Subsequent Interference. Northwest Ohio Broadband may perform an installation review of each Service Location prior to installation of the Services at that Service Location. Customer may be required to provide Northwest Ohio Broadband with accurate site and/or physical network diagrams or maps of a Service Location prior to the installation review. Northwest Ohio Broadband may directly or through its agents inspect the Customer Premises before beginning installation and shall satisfy itself that safe installation and proper operation of its Equipment and the Services are possible in the location(s) provided by Customer.

If Northwest Ohio Broadband, in its sole discretion, determines that safe installation and/or activation of the Services will have negative consequences to Northwest Ohio Broadband's personnel or Network and/or cause technical difficulties to Northwest Ohio Broadband or its other customers,

#### Terms of Service

Northwest Ohio Broadband may terminate the Service Agreement effective upon prior written notice to Customer or may require the Customer to correct the situation before proceeding with installation or activation of the Services. In the event during the initial or any renewal Service Period, (i) proper operation of Northwest Ohio Broadband's Equipment and/or unhindered provision of the Services is no longer possible as a result of interference or obstruction caused by the acts or omissions of Customer, a third party or any Force Majeure Event, or (ii) such interference/obstruction or the cause thereof will have negative consequences to Northwest Ohio Broadband's personnel or Network and/or cause technical difficulties to Northwest Ohio Broadband or its customers, as Northwest Ohio Broadband may determine in its sole discretion, Northwest Ohio Broadband may terminate the affected Service Agreement(s) without liability upon written notice to Customer.

\* (c) Site Preparation. Customer shall be responsible, at its own expense, for all site preparation activities necessary for delivery and installation of the Equipment and the installation and ongoing provision of Services, including, but not limited to, the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment and/or Services. To ensure proper installation of the Equipment and the Services, Customer may be required to provide electrical or other utility service and/or accurate physical network diagrams and/or maps prior to installation.

\* (d) Installation. Northwest Ohio Broadband will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. During installation, Northwest Ohio Broadband shall test to confirm that the Services can be accessed from the Service Location. In the event that during the course of installation Northwest Ohio Broadband determines additional work is necessary to enable Northwest Ohio Broadband to deliver the Services to the Service Location, Northwest Ohio Broadband will notify Customer of any new or additional One-Time Charges that may be necessary at time of installation. Customer shall be responsible for access paths, moving or relocating furniture, furnishings, or equipment, or other preparation activities necessary for Northwest Ohio Broadband to install the Services. Northwest Ohio Broadband shall connect any Equipment provided by Northwest Ohio Broadband to Customer's computer or network to enable access to the

Services. With respect to any excavation, Northwest Ohio Broadband shall be not held responsible for any restoration efforts necessary to address any displacement resulting from such excavation.

- (e) Ongoing Visits. Northwest Ohio Broadband will need access to the Customer Premises from time to time for inspecting, constructing, installing, operating and maintaining Northwest Ohio Broadband's Network facilities, Equipment or materials and/or any related facilities. Except in emergency situations, Northwest Ohio Broadband will obtain approval from the Customer (not to be unreasonably withheld or delayed) before entering the Customer Premises.

## Equipment and Materials

The Customer shall:

- i. Safeguard Northwest Ohio Broadband-provided Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment.
- iii. Not hire nor permit anyone other than personnel authorized by Northwest Ohio Broadband acting in their official capacity to perform any work on the Equipment
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Northwest Ohio Broadband.

\* (a) Unauthorized connection. Any unauthorized connection or other tampering with the Services, Equipment, any system or its components shall be cause for immediate disconnection of Services, termination of this Agreement and/or legal action and Northwest Ohio Broadband shall be entitled to recover damages, including, but not limited to, the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including, but not limited to, reasonable attorneys' fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services provided by Northwest Ohio Broadband hereunder, Customer acknowledges and agrees that Northwest Ohio Broadband shall not be obligated to distribute a quality signal to the Premises better than the highest quality which can be furnished as a result of such interference, until such time as the interference is eliminated or corrected by Customer or a third party.

\* (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security procedures and standards with respect to use of and access to the Service and/or Equipment. Northwest Ohio Broadband may temporarily discontinue or disconnect the Services upon learning of a breach of security and will attempt to contact Customer in advance, if possible. The temporary discontinuation or disconnection of the Services shall not constitute a breach of this

Agreement.

\* (c) Ownership. Customer understands and agrees that notwithstanding any other provision contained herein to the contrary, all Equipment and materials installed or provided by Northwest Ohio Broadband are and shall always remain the property of Northwest Ohio Broadband, shall not become a fixture to the Premises and must be returned to Northwest Ohio Broadband at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment.

\* (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of Services ("Termination" shall mean the termination of the Service Agreement and/or Service Agreement(s)), at the discretion of Northwest Ohio Broadband, the Customer shall allow Northwest Ohio Broadband to retrieve, the Equipment supplied by Northwest Ohio Broadband to Customer, in good condition. Failure of Customer to allow Northwest Ohio Broadband to retrieve, Equipment within ten (10) days after Services are terminated will result in a charge to Customer's account equal to the full retail cost of replacement of the unreturned Equipment. In addition, Customer agrees to pay for the repair or replacement of any damaged Equipment (whether or not caused by Customer's negligent act, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects), together with any costs incurred by Northwest Ohio Broadband in obtaining or attempting to regain possession of such Equipment, including, but not limited to, reasonable attorneys' fees.

#### Internet Access Service

Continued use of the Internet Service is subject to these Terms and Conditions.

\* (a) Equipment and Software Requirements. Customer shall maintain certain minimum Equipment and software to receive the Service. Please refer to [www.nwohiobb.com](http://www.nwohiobb.com) (or the applicable successor URL) for the current specifications.

\* (b) Internet Service Speeds. Northwest Ohio Broadband shall use commercially reasonable efforts to achieve the Internet speed selected by the Customer on the Service Agreement. However, Customer understands and agrees that such speeds may vary.

\* (c) Access and Use. Customer agrees to ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement. Customer shall be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.

\* (d) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Northwest Ohio Broadband are and shall remain the property of Northwest Ohio Broadband. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

\* (e) No Liability for Changes of Address. Due to growth, acquisitions and changes in technology, Northwest Ohio Broadband reserves the right to change addressing schemes, including e-mail and IP addresses.

\* (f) No Liability for Risks of Internet Use. The Internet is a shared network and Northwest Ohio Broadband does not warrant that Service will be error free. The Service, Northwest Ohio Broadband's network and the Internet are not guaranteed to be secure, and others may access or monitor the Customer's traffic. Northwest Ohio Broadband does not warrant that 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. Northwest Ohio Broadband has no responsibility and assumes no liability for such acts or occurrences.

\* (g) 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. Northwest Ohio Broadband shall have no responsibility to resolve disputes with other vendors.

\* (h) 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, Northwest Ohio Broadband is not the publisher of this software.

Northwest Ohio Broadband 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. Northwest Ohio Broadband shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Northwest Ohio Broadband does not warrant that other users will be unable to gain access to Customer's computer(s) and/or data even if the Customer utilizes blocking and filtering technologies.

\* (i) Acceptable Use Policy. Customer agrees to comply with the terms of Northwest Ohio Broadband's Acceptable Use Policy ("AUP"), found at <http://nwohiobb.com/aup.pdf> (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and agrees to be bound by its terms as they may from time to time be amended, revised, replaced, supplemented or otherwise changed. Customer expressly understands and agrees that the AUP may be updated or modified from time to time by Northwest Ohio Broadband, with or without notice to Customer. Northwest Ohio Broadband may discontinue or disconnect Services immediately for any violation of the Northwest Ohio Broadband AUP with or without notice to Customer.

Home Phone Service

Northwest Ohio Broadband provides you with phone services over your Internet connection. There is an important difference between the Northwest Ohio Broadband Phone service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 dialing feature with Northwest Ohio Broadband has important limitations that you should be aware of and of which you should advise others that may use the Northwest Ohio Broadband service in your residence.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS.

Northwest Ohio Broadband PROHIBITS MOVEMENT OF THE SERVICE TO ANOTHER ADDRESS OR LOCATION. IF THE SERVICE IS MOVED WITHOUT AUTHORIZATION AND THE REGISTERED ADDRESS IS NOT UPDATED, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

Additional limitations are as follows:

If you lose power or there is a disruption to power at the location where Northwest Ohio Broadband is used, neither Northwest Ohio Broadband Phone Service nor the 9-1-1 dialing feature will function until power is restored. You should also be aware that after a power failure or disruption, you might need to reset the Northwest Ohio Broadband Phone device prior to utilizing the service, including the 9-1-1 dialing feature. If your Internet connection is lost, suspended, terminated or disrupted, neither Northwest Ohio Broadband Phone Service nor the 9-1-1 dialing feature will function until the Internet connection is restored. If your Northwest Ohio Broadband account is suspended or terminated, the Northwest Ohio Broadband service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed call utilizing Northwest Ohio Broadband as compared to traditional 9-1-1 dialing over traditional public telephone networks. You are responsible for the accuracy and the completeness of the address that you submit to Northwest Ohio Broadband for the location at which Northwest Ohio Broadband Phone Service will be used and to which emergency service will be sent in the event that you use the Northwest Ohio Broadband 9-1-1 dialing service. You are responsible for updating and advising us of any and all changes to the address or location at which Northwest Ohio Broadband will be used. Northwest Ohio Broadband uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither Northwest Ohio Broadband, its members, officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to Northwest Ohio Broadband 9-1-1 dialing service unless such claims or causes of action arise from Northwest Ohio Broadband's gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold



harmless Northwest Ohio Broadband, its members, officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, Northwest Ohio Broadband 9-1-1 dialing feature or service or access emergency service personnel.

#### Residential Use Only

Northwest Ohio Broadband services are intended for normal residential use only. Any other use is strictly prohibited. Northwest Ohio Broadband uses automated

systems to monitor usage to detect patterns which are typical of non-residential use such as autodialing, continuous call forwarding, frequent, excessively long calls to single numbers, excessive usage, continuous data transfers, etc. Northwest Ohio Broadband shall have sole discretion to determine whether service is being used for residential purposes or not. Northwest Ohio Broadband does not provide business services at this time.

#### No Third-Party Hardware or Software Support

Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. Northwest Ohio Broadband does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Northwest Ohio Broadband assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Northwest Ohio Broadband has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Northwest Ohio Broadband should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Northwest Ohio Broadband's discretion and at then-current commercial rates and terms.

#### Customer Use

Customer agrees not to re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Northwest Ohio Broadband. Customer agrees not to use or permit third parties to use the Service(s), including but not limited to the Equipment and software provided by Northwest Ohio Broadband, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected

material. Customer agrees not to interfere with other customers' use of the Equipment or Services or disrupt the Northwest Ohio Broadband Network, backbone, nodes or other Services. Violation of any part of this section is grounds for immediate Termination of this Service Agreement and/or all Service Agreements in addition to any other rights or remedies Northwest Ohio Broadband may have hereunder.

## Performance

Northwest Ohio Broadband will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. Specifically, 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 Northwest Ohio Broadband's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by the Customer, or by a Force Majeure Event, shall not constitute a failure by Northwest Ohio Broadband to perform its obligations under this Service Agreement.

## Default; Suspension of Service; Termination

No express or implied waiver by Northwest Ohio Broadband of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but not limited to Termination, shall relieve Customer of its obligation to pay Northwest Ohio Broadband all amounts due.

\* (a) Default by Customer. Customer shall be in default under this Service Agreement in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customer fails to correct each such noncompliance:

- i. Northwest Ohio Broadband has not received full payment from Customer for any outstanding statement or invoice by close of business on the due date listed on the statement or invoice;
- ii. Customer otherwise has failed to comply with the terms of this Service Agreement or any other Service Agreement(s) incorporated herein by execution thereof by the parties.

\* (b) Northwest Ohio Broadband's Right to Terminate and Termination Charge. In the event Customer is in default, Northwest Ohio Broadband shall have the right, at its option, and in addition to any other rights of Northwest Ohio Broadband expressly set forth in this Agreement and any other remedies it may have under applicable law, to:

- i. Immediately suspend Services to the Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Northwest Ohio Broadband any

amounts due under this Agreement (e.g., the Monthly Service Fees), as if such suspension of Services had not taken place;

ii. Terminate the Services; or

iii. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Service Agreement and/or any or all of the applicable Service Agreement(s).

If Termination is due to noncompliance by the Customer, Customer must pay Northwest Ohio Broadband a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to fifty percent (50%) of the unpaid balance of the Monthly Service Fees that would have been due throughout the remainder of the applicable Service Period plus one hundred percent (100%) of (1) the outstanding balance of any and all One-Time Charges plus (2) any and all previously waived One-Time Charges.

\* (c) Default by Northwest Ohio Broadband. Northwest Ohio Broadband shall be in default under this Service Agreement in the event that Northwest Ohio Broadband fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Agreement(s) and Northwest Ohio Broadband fails to remedy each such noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance:

\* (d) Customer's Right to Terminate and Termination Charge.

i. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Agreement(s), if the underlying event of default and/or noncompliance by Northwest Ohio Broadband is limited to Services provided under the applicable Service Agreement(s) or this Service Agreement, if such noncompliance is not so limited, provided that Northwest Ohio Broadband's diligent efforts to correct such breach are not commenced and pursued within thirty (30) days after Northwest Ohio Broadband's receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

ii. Not with standing any provision herein to the contrary, Customer, at its option, may terminate this Agreement without early termination charges by providing written notice to Northwest Ohio Broadband not more than thirty (30) days following receipt from Northwest Ohio Broadband of notice of any increase in the Monthly Service Fees exceeding ten percent (10%) of the Monthly Service Fees in the immediately preceding month. Customer's failure to provide Northwest Ohio Broadband notice of Termination within such thirty (30) days period shall constitute an acceptance of such increase in the Monthly Service Fees exceeding ten percent (10%).

#### Limitation of Liability

PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

\* (a) Limited Warranty. At all times during the Service Period, Northwest Ohio Broadband warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to the Customer. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER. EXCEPT AS OTHERWISE STATED IN THIS SERVICE AGREEMENT, Northwest Ohio Broadband MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING ANY EXPRESS PROVISIONS PROVIDED FOR ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. Any warranty claim by Customer must be made within thirty (30) days after the applicable Services have been performed. Northwest Ohio Broadband's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

\* (b) Content. Customer acknowledges that any content that Customer may access or transmit through any Service is provided by independent content providers, over which Northwest Ohio Broadband does not exercise and disclaims any control. Northwest Ohio Broadband neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Northwest Ohio Broadband specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and their authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Northwest Ohio Broadband assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

\* (c) Damage, Loss or Destruction of Software Files and/or Data. Customer agrees that Customer uses the Services and Equipment supplied by Northwest Ohio Broadband at its sole risk. Northwest Ohio Broadband does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Northwest Ohio Broadband assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Northwest Ohio Broadband does

not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

\* (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Northwest Ohio Broadband without liability for Northwest Ohio Broadband. Northwest Ohio Broadband is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold Northwest Ohio Broadband harmless from and indemnify Northwest Ohio Broadband against any claims, losses, or damages arising from such use. Northwest Ohio Broadband is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing the Customer's computers, its internal network and/or the Network through Customer's equipment, and Customer shall hold Northwest Ohio Broadband harmless from and indemnify Northwest Ohio Broadband against any such claims, losses, or damages to the full extent arising from such access.

\* (e) Force Majeure Event. Customer agrees that Northwest Ohio Broadband shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond Northwest Ohio Broadband's control, including but not limited to 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 Services.

Indemnification In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and as permissible under applicable law, Customer agrees, at its own expense, to indemnify, defend and hold harmless Northwest Ohio Broadband and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Northwest Ohio Broadband Indemnified Parties, including but not limited to, reasonable attorneys' fees and court costs incurred by Northwest Ohio Broadband Indemnified Parties under this Service Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Agreements, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Northwest Ohio Broadband Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer agrees to cooperate with Northwest Ohio Broadband Indemnified Parties in such case.

Title

Title to the Equipment shall remain with Northwest Ohio Broadband during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer Premises free and clear of all liens, encumbrances and security interests. Upon Termination of Service or expiration of a Service Agreement's Service Period for a specific site, Northwest Ohio Broadband shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to the Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Northwest Ohio Broadband shall have the right to remove the Equipment and all components after such Termination.

#### Compliance with Laws

Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Northwest Ohio Broadband to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

#### Privacy

Northwest Ohio Broadband treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Northwest Ohio Broadband also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy can be found on Northwest Ohio Broadband's website at [nwohiobb.com](http://nwohiobb.com). Customer represents and warrants that Customer has read the Privacy Policy and agrees to be bound by its terms. Customer expressly understands and agrees that the Privacy Policy may be updated or modified from time to time by Northwest Ohio Broadband, with or without notice to Customer.

#### General Customer Representations and Obligations

Customer represents to Northwest Ohio Broadband that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Agreements. Customer also represents that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer shall be responsible for ensuring that all such users understand the Service Agreement and comply with its terms.

The Customer shall be responsible for all access to 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 solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until the Customer informs Northwest Ohio Broadband of any breach of security.

Northwest Ohio Broadband expressly prohibits using the Service for the posting or transferring of sexually explicit images, material inappropriate for minors, or other offensive materials. By signing,

Customer expressly acknowledges that Customer will not post or transfer or permit others to post or transfer such materials using the Service.

#### Notices

Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses: If to Northwest Ohio Broadband:

Northwest Ohio Broadband  
PO BOX 18  
Coldwater, OH 45828

If to Customer:

See Customer's Service Agreement.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

#### Miscellaneous

\* (a) Entire Agreement. This Service Agreement and any related, executed Service Agreement(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Service Agreement supersedes 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 Service Agreement.

\* (b) No Amendments, Supplements or Changes. This Service Agreement and the associated executed Service

Agreement(s) may not be amended, supplemented or changed without both parties' prior written consent.

\* (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Agreement(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld, provided, however, that Northwest Ohio Broadband may assign this Service Agreement and the associated executed Service Agreement(s) to affiliates controlling, controlled by or under common control with Northwest Ohio Broadband, or to its successor-in-interest in the event Northwest Ohio Broadband sells the underlying communications system, without Customer's consent.

\* (d) Severability. If any term, covenant, condition or portion of this Service Agreement, any related, executed Service Agreement(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement, any related, executed Service Agreement(s), shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

\* (e) Section Headings. The section headings are furnished for the convenience of the parties and are not to be considered in the construction or interpretation of this Service Agreement.

\* (f) Governing Law. This Service Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Ohio, without regard to conflicts of law provisions. Customer agrees that the federal and state courts of Ohio alone have jurisdiction over all disputes arising under this Agreement, and Customer consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND Northwest Ohio Broadband EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

\* (g) Jointly Drafted. Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Service Agreement and any related, executed Service Agreement(s) and that, accordingly, no court construing this Service Agreement and any related, executed Service Agreement(s) shall construe it more stringently against one party than against the other.

\* (h) No Third Party Beneficiaries. The parties agree that the terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Service Agreement, that the consideration provided by each party under this Service Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Service Agreement shall have any rights under this Service Agreement nor the right to require the performance of obligations by either of the parties under this Service Agreement.

\* (i) Waiver. Except as otherwise provided herein, the failure of Northwest Ohio Broadband 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.

Northwest Ohio Broadband LLC Terms of Service.