

JumpFiber Residential General Terms and Conditions of Service

Internet Subscriber (“Subscriber”, “you” or “your”) agrees to be bound by these Residential General Terms and Conditions of Service with respect to all residential internet services provided by JumpFiber (“Services”).

THESE TERMS OF SERVICE CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST JUMPFIBER MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER’S RIGHTS UNDER THESE TERMS OF SERVICE WITH RESPECT TO ALL SERVICES. SEE SECTION 30 FOR DETAILS ON THESE PROVISIONS.

1. Introduction

a. Acceptance. Subscriber accepts these Terms of Service by agreeing to this agreement. This is a binding legal document and Subscriber should regularly consult www.JumpFiber.com/policies for updates.

b. Use of Services. Subscriber agrees that the Services will be used only for Subscriber’s personal, residential, non-commercial purposes, unless otherwise specifically authorized by JumpFiber in writing. You are prohibited from reselling or permitting another to resell the Services in whole or in part, or using or permitting another to use the Services, directly or indirectly, for any unlawful purpose or in violation of applicable law. Subscriber agrees and acknowledges that these Terms of Service apply to all persons who use the Services and that you shall have sole responsibility for ensuring that all other users of the Services understand and comply with the Terms of Service.

c. Amendments; Notices. To the fullest extent permitted under applicable law, JumpFiber may in its sole discretion modify any aspect of the Services or these Terms of Service and will post such changes on www.JumpFiber.com/policies. JumpFiber will provide written notice of any material changes to the Services or these Terms of Service at least 15 days in advance or any longer period required under applicable law by either: (i) sending via mail or hand delivery to Subscriber’s address of record; (ii) e-mailing to Subscriber’s e-mail of record; or (iii) including a message in your monthly billing statement. Subscriber agrees that any one of the foregoing methods of notice constitute sufficient and effective notice under these Terms of Service. If you disagree with a change to these Terms of Service, you have the right to cancel the Services; provided, that your continued use of the Services for more than 30 days after we deliver notice of a change will constitute your acceptance of the change.

2. Charges and Billing

- a. Payment of Charges: Billing will commence on or after the activation of any Service or Device. Internet Services are being provided at a SPECIAL RATE of \$49 a month for 300/300 Mbps for a (12) month agreement term. The subscriber agrees to pay all charges associated with the Service. If partial payment is made of any bill and without waiving its right to collect the full balance owed, JumpFiber will apply that payment to any outstanding charges in the amounts and proportions that it determines.
- b. Monthly Subscription Services: Subject to restrictions under applicable law, if any, and without abrogating Section 5 - "JumpFiber Refund Policy/30-Day Guarantee", Subscriber shall

be responsible for the full monthly charge (without pro-ration) for those Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Service prior to the conclusion of the current monthly subscription service period (12 months).

- c. **Disputed Charges/Late Payments:** To the extent permitted under applicable law, if you disagree with a charge on your billing statement, you must contact JumpFiber at 1-844-830-5867 no later than 60 days after the due date on your billing statement or you waive any such dispute. Failure to pay charges by the due date on the billing statement will result in suspension or disconnection of all Services, the removal of all Equipment and/or imposition of a late payment or service charge. Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. In the event collection activities are required, additional collection charges may be imposed.
- d. **No Credit Arrangements:** Subscriber agrees and understands that by entering into the financial arrangement described herein, JumpFiber is not extending Subscriber any credit and therefore JumpFiber and Subscriber are not entering into a consumer credit or similar transaction.

3. Electronic Payment Terms

Subscriber will be required to register and provided Credit Card information into their own personal Billing Portal as part of this 12 month Contract Agreement. You are required to pay the balance of your monthly billing statement on a monthly recurring basis by enrolling in the Auto Pay Service in your personal Billing Portal.

- a. **Auto Pay Authorization:** By enrolling in the Auto Pay Service, Subscriber authorizes JumpFiber to charge/debit electronically your Payment Method each month to pay the balance due on your account on the due date shown on your monthly bill statement. JumpFiber will continue to charge/debit your Payment Method each month for a period of 12 months, unless you cancel your authorization at least three (3) business days before the next scheduled payment date.
- b. By using the Electronic Payment Services, you (i) represent that you are legally authorized user of the Payment Method and (ii) authorize JumpFiber to store your Payment Method for future use. Subscriber is responsible for ensuring that the Payment Method information is current and accurate at all times. Subscriber must notify JumpFiber of any change in the Payment Method at least three (3) business days before the scheduled due date shown on your monthly billing statement for the month in which you want to make the change. If the change is made after this time, the change will not take effect until the following billing cycle for your monthly billing statement. In the meantime, Subscriber will remain responsible for taking appropriate actions to ensure that your monthly billing statements are paid when due.
- c. JumpFiber will notify you prior to the payment due date. The amount shown as due on the monthly billing statement will constitute notice of any variance in amount paid in the previous month. The balance shown as due on your statement view will be deducted on or around the payment due date.
- d. Subscriber must notify JumpFiber of any change in account information or Payment Method. Subscriber can update account or Payment Method information on the Billing Portal, or while speaking with one of our service representatives. It may take at least one billing cycle to update your new Payment Method. In the meantime, you will remain solely responsible for taking appropriate actions to ensure that payments are made when due. The Electronic Payment

Services are provided for personal, non-commercial use only, and Subscriber is prohibited from using these services for any illegal activity or purpose, including payment fraud or identity theft.

- e. You agree that JumpFiber may provide you legal notices regarding the Electronic Payment Services, payments made, and other relevant information or records attributable to your payment transactions. Subscriber may not revoke consent to receive such electronic notice, records, or disclosures.
- f. It is Subscriber's responsibility to protect the confidentiality of any user name or password used in connection with the Electronic Payment Services. Subscriber shall not provide access to the Electronic Payment Services to anyone other than household members or delegated authorized users. If Subscriber believes Subscriber's password or other means to access the Electronic Payment Services has been lost, stolen, or otherwise compromised, Subscriber must notify JumpFiber immediately at 844-830-5867.
- g. JumpFiber shall have no liability or responsibility for its inability to process or receive payments Subscriber makes or attempts to make using the Electronic Payment Services or otherwise to perform its responsibilities under this Section 3 in the event circumstances beyond JumpFiber's control prevent JumpFiber from doing so or otherwise affect JumpFiber's ability to do so.
- h. Subscriber is responsible for all fees and costs related to maintaining a valid Payment Method including processing charges or annual costs.
- i. JUMPFIBER'S SOLE AND ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO YOU OF THE IMPROPERLY TRANSFERRED FUNDS. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 3 DOES NOT LIMIT ANY NON-WAIVABLE RIGHTS SUBSCRIBER MAY HAVE UNDER APPLICABLE LAW.

4. JumpFiber Refund Policy/30-Day Guarantee

Subscribers qualify to have the monthly subscription Service refunded/credited for the month, if not fully satisfied with the Service within the last month.

5. Refunds/credits

Will be given only when request for cancellation of Service is received by JumpFiber within 60 days of Billing Commencement. Any Equipment associated with the subscription must be returned prior to release of refund/credit.

6. JumpFiber Property:

All JumpFiber-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of JumpFiber ("Equipment") remains the property of JumpFiber, except for the "cable home wiring" as defined at 47 C.F.R. §76.804 ("Wiring"). Equipment and Wiring installed at the Subscriber's address are intended to remain at Subscriber's address and must not be used or relocated off such premises without JumpFiber authorization. Subscriber must request the removal of all Equipment upon termination of Service. Failure to do so will result in a charge to be determined in accordance with JumpFiber's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

7. Disruption of Service:

All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall JumpFiber be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond JumpFiber's reasonable control. To the extent permitted under applicable law, JumpFiber may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.

8. Equipment:

Excluding certain Subscriber Purchased Devices sold by JumpFiber for which separate terms and conditions may apply or Conveyed Devices, JumpFiber will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. JumpFiber shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. JumpFiber is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, routers, video streaming devices, Subscriber Purchased Devices, Conveyed Devices, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in JumpFiber's system or Equipment. JumpFiber makes no warranties, with respect to Equipment or Service provided by JumpFiber or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, AND CONVEYED DEVICES ARE PROVIDED "AS IS", UNLESS OTHERWISE PROHIBITED OR RESTRICTED UNDER APPLICABLE LAW, AND JUMPFIBER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, JUMPFIBER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, OR CONVEYED DEVICES. JUMPFIBER HEREBY DISCLAIMS ANY AND ALL CLAIMS ARISING FROM OR ASSOCIATED WITH THE FAILURE, OPERABILITY, PERFORMANCE, DEFECTS OR LOSS, LIABILITY OR DAMAGES ARISING FROM USE OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, ANY OF WHICH SHALL REMAIN MATTERS EXCLUSIVELY BETWEEN THE SUBSCRIBER AND THE MANUFACTURER OF SUCH DEVICES.

JumpFiber's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment or Wiring shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

9. Subscriber Property:

JumpFiber assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software. Subscriber is responsible for the repair and maintenance of Subscriber Purchased Devices, Conveyed Devices, and any other Subscriber-provided equipment/software. JumpFiber is not responsible or liable for any loss or impairment of JumpFiber's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software.

Notwithstanding anything to the contrary, Subscriber agrees to allow JumpFiber and our agents the right (a) to install hardware in, (b) send software downloads to, and (c) install, access configure, maintain, inspect or upgrade Subscriber Purchased Devices, Conveyed Devices, or any other Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give JumpFiber access to it.

10. Care of JumpFiber Property and Service:

Subscriber agrees that neither Subscriber nor any other person (except JumpFiber's authorized personnel) will: (a) open, tamper with, service, or make any alterations to the Equipment or Wiring; nor (b) remove or relocate any Equipment or Wiring from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment or Wiring which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, JumpFiber shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by JumpFiber and Subscriber. Subscriber may incur a charge for such relocation and should consult JumpFiber for a schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of JumpFiber's service area, Subscriber shall notify JumpFiber that these Terms of Service shall be terminated and the provisions of Section 16 shall apply to such termination.

11. Access to Subscriber Premises:

Subscriber authorizes JumpFiber and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment or Wiring and, upon the termination of Service, to remove the Equipment from the premises. JumpFiber's failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in JumpFiber's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, JumpFiber may refuse to install and maintain such Service.

12. Communications and Contact Rights:

- a. Cellular Text for Notice. Subscriber authorizes JumpFiber to provide notices of outages or maintenance windows using current Cellular Text on file for Subscriber.
- b. Email Address for Notice. Upon JumpFiber's request, Subscriber will provide JumpFiber with a current email address that Subscriber regularly checks so that JumpFiber may provide notices

and communications to Subscriber at that address. JumpFiber's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.

13. Security:

Without limiting any other rights JumpFiber may have under the Terms of Service, JumpFiber shall have the right to suspend, freeze, or otherwise cease Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use, availability of, or access enabled at or through Subscriber's Service, Service location, equipment, or account.

14. Assignment or Transfer:

These Terms of Service and the Services and/or Equipment supplied by JumpFiber are not assignable or otherwise transferable by Subscriber, without specific written authorization from JumpFiber.

15. Termination and Expiration:

a. Termination by Subscriber: These Terms of Service are set for a 12-month period of time from acceptance of Terms and Conditions. To terminate any recurring Service, Subscribers must call 844-830-5867 and talk to the Billing Department. Prior to effecting such termination or any other change to the account we will verify and authenticate your identity, confirm that you are authorized to request such changes, and confirm your election of such changes.

b. Termination for Bankruptcy: JumpFiber shall have the right to terminate these Terms of Service immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.

c. Termination for Breach: In the event of any breach of these Terms of Service by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of JumpFiber, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these Terms of Service may, at JumpFiber's option, be terminated and the Equipment removed. Failure of JumpFiber to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to JumpFiber in the event that JumpFiber shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these Terms of Service. JumpFiber may terminate these Terms of Service or JumpFiber may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:

- i. Subscriber violates these Terms of Service as solely determined by JumpFiber;
- ii. The information required in the application process is or becomes incorrect, absent or incomplete;
- iii. Subscriber threatened or harassed any JumpFiber employee, agent, contractor or representative (e.g., by abusive language, physical threats, etc.);
- iv. Subscriber's Payment Method fails to compensate JumpFiber; or
- v. Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), JumpFiber shall have no liability to Subscriber.

d. Obligations Upon Termination: Subscriber agrees that upon termination of these Terms of Service:

- i. Subscriber will pay JumpFiber in full for Services and Equipment through the end of the then-current monthly subscription service period.
- ii. Subscriber will schedule a Removal of all Equipment by JumpFiber personnel to JumpFiber. In the event that Subscriber fails to notify JumpFiber of any Equipment within ten (10) days of termination Subscriber shall be liable to JumpFiber in accordance with JumpFiber's then current schedule of charges for non-returned Equipment.

e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

16. JumpFiber's Right to Pursue Remedies and Subscriber's Indemnification Obligations:

If Subscriber breaches these Terms of Service, JumpFiber has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these Terms of Service' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against JumpFiber that arises out of Subscriber's relationship with JumpFiber, the Services provided to Subscriber, the Terms of Service, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at JumpFiber's exclusive election), and release JumpFiber from and against liability and reimburse JumpFiber for any losses that JumpFiber may incur, including reasonable attorneys' fees and costs, resulting from such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.

17. Rates:

All rates are subject to change to the extent permitted under applicable law and these Terms of Service.

18. Late Fee:

If Subscriber's account is past due, and payment has not been received by the due date on the billing statement, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at JumpFiber's then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill by the due date on the billing statement. Any late fees assessed are not considered interest credit service charges, finance charges or penalties.

19. Disclaimer:

JumpFiber assumes no liability for any program, services, content or information distributed on or through the Services and JumpFiber expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, JumpFiber shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

20. JumpFiber's Reservation of Rights:

JumpFiber reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, JumpFiber will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and JumpFiber will provide any prior notice of suspension or termination that is required by law.

21. Indemnification:

Subscriber agrees to defend, indemnify, and hold JumpFiber, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "JumpFiber Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:

- a. The installation, operation, provision, or other use of JumpFiber Services and/or Equipment;
- b. Any violation of JumpFiber's Terms of Service , Acceptable Use Policy, or other published policies or requirements;
- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
- f. unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
- h. The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the JumpFiber Indemnitees. Subscriber agrees that JumpFiber Indemnitees are not liable for any damages or liability resulting from the loss of Services nor will Subscriber make any claims or undertake any actions against JumpFiber Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of JumpFiber Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of JumpFiber Indemnitees.

22. Limitation of Liability.

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

b. One Year Limitation Period. EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, ANY CLAIM YOU MAY HAVE AGAINST JUMPFIBER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES. IF SUBSCRIBER DOES NOT BRING A CLAIM WITHIN THIS PERIOD, SUBSCRIBER IS BARRED FROM BRINGING SUCH CLAIM, AND JUMPFIBER WILL HAVE NO LIABILITY WITH RESPECT TO SUCH CLAIM.

c. Damages. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL JUMPFIBER BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS OR ANY MANUFACTURER OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, AGENTS OR SUBCONTRACTORS OF JUMPFIBER, 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JUMPFIBER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY JUMPFIBER OF ANY OBLIGATION JUMPFIBER MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY JUMPFIBER. IN NO EVENT SHALL JUMPFIBER'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE TERMS OF SERVICE EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN JURISDICTIONS THAT DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, JUMPFIBER'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST JUMPFIBER THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE TERMS OF SERVICE.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS OF SERVICE.

24. ARBITRATION.

The following provisions are important with respect to the agreement between Subscriber and JumpFiber regarding JumpFiber's Services memorialized by these Terms of Service.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH

PROVISION. These Terms of Service require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

JumpFiber and Subscriber agree to arbitrate disputes and claims arising out of or relating to these Terms of Service, the Services, the Equipment, or marketing of the Services Subscriber has received from JumpFiber. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THESE TERMS OF SERVICE MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to JumpFiber should be addressed to: VP at 16414 San Pedro Avenue, Suite 525, San Antonio, TX 78232 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or JumpFiber may commence an arbitration proceeding under these Terms of Service.

The arbitration shall be governed by the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, or enforceability of these arbitration provisions and these Terms of Service.

JUMPFIBER SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES REQUIRED BY THE AAA RULES OR OTHERWISE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO RENDER THESE ARBITRATION PROVISIONS ENFORCEABLE.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND JUMPFIBER ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY.

Unless JumpFiber and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county of Subscriber's billing address.

To the fullest extent permitted under applicable law, the arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of these Terms of Service.

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

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

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS (INCLUDING THOSE WITH RESPECT TO WHICH SUBSCRIBER HAS OPTED OUT OF THESE ARBITRATION PROVISIONS), BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST PERMITTED UNDER APPLICABLE LAW, ANY TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS.

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

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

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

The foregoing arbitration provisions shall survive the termination of these Terms of Service.

This Section shall survive the termination of these Terms of Service.

31. Force Majeure:

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

25. Survival of Terms.

In addition to the terms that are specifically noted in these Terms of Service as surviving termination of these Terms of Service, all representations, warranties, indemnifications, and limitations of liability shall survive these Terms of Service. JumpFiber's right to contact Subscriber shall also survive these Terms of Service unless Subscriber opts out in the manner described in these Terms of Service. All other obligations of Subscriber and JumpFiber under these Terms of Service also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

26. Entire Agreement:

These Terms of Service (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and JumpFiber. No undertaking, representation or warranty made by an agent or representative of JumpFiber in connection with the sale, installation, maintenance or removal of JumpFiber's Services or Equipment shall be binding on JumpFiber except as expressly included herein. Terms of Service. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the Terms of Service.