

AGREEMENT FOR COMMERCIAL FIBER SERVICES

Acceptance of this Agreement

HUB Fiber is a division of Harriman Utility Board, a board of public utilities of the City of Harriman, Tennessee (“HUB Fiber”). The commercial Fiber Internet services (“Services”) and any equipment that is owned and provided by HUB Fiber (“HUB Fiber Equipment”) in connection with the Services will be provided to the Customer as designated on an application for service or a Commercial Sales Agreement (“Commercial Sales Agreement”). The Customer named on the application for service, or the Commercial Sales Agreement shall be the customer of record for the HUB Fiber bill (collectively “Customer”, “you” or “your”) and shall be solely responsible for complying with all the terms and conditions of this Agreement. The address on the application for service or Commercial Sales Agreement shall be the address of record (“Premises”) and shall be the location(s) where HUB Fiber provides the Services and HUB Fiber Equipment to Customer. The agreement for a Customer's use of the Services and HUB Fiber Equipment shall consist of this Agreement For Commercial Fiber Services and, where applicable, the Commercial Sales Agreement (collectively the “Agreement”). If Customer uses or otherwise accepts any Services or HUB Fiber Equipment, the Customer is accepting this Agreement and agrees to be bound by its terms. The Customer may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

HUB Fiber will make available certain voice over internet protocol (VoIP) telephone services to Customers of HUB Fiber’s Services. When Customer purchases VoIP telephone services, HUB Fiber will include the fees for these services on Customer’s monthly HUB Fiber bill including applicable federal and state taxes, fees and surcharges. Customer will be responsible for paying for these services in the same manner as it is obligated to pay for Services under this Agreement.

VoIP telephone services, whether provided by HUB Fiber or a third party, are dependent on the HUB Fiber broadband network for electrical power and service access. Should your HUB Fiber Services be disconnected for non-payment your access to VoIP telephone services will also be disconnected, including access to emergency services available by dialing 911. To the extent any services, whether VoIP telephone services or any other services, provided by any third party, utilize the Services provided by HUB Fiber, the terms of this Agreement shall control and shall apply to the provision of Services by HUB Fiber.

Acceptable Use of Services

The Services and HUB Fiber Equipment provided to Customer shall only be used by the Customer for commercial, nonresidential use. Customer shall not: (i) make the Services and/or HUB Fiber Equipment available, nor permit the Services and/or HUB Fiber Equipment to be made available, or to provide Internet or similar services to one or more third parties; (ii) resell or transfer the Services or HUB Fiber Equipment to any other person for any purpose, or charge others to use the Services or HUB Fiber Equipment; (iii) use the Services in any manner that is contradictory to HUB Fiber's Acceptable Use Policy or any other policy of HUB Fiber as adopted from time to time; (iv) tamper with, disrupt, or “hack” any Service or HUB Fiber Equipment; (v) make use of the Services or HUB Fiber Equipment in any way that is inconsistent with their intended purpose.

A Customer's use of the Services is subject to HUB Fiber's Acceptable Use Policy and various other policies as may be adopted by HUB Fiber from time to time, and you agree to be bound by these policies. Copies of this Agreement, the Acceptable Use Policy and other HUB Fiber policies are available at www.hub-tn.com/policies. A Customer who violates any terms contained in this Agreement or in any applicable policy are subject to have their Services suspended or terminated. It is Customer's responsibility to read and understand this Agreement and all applicable policies prior to accepting any Services and HUB Fiber Equipment. It is Customer's sole responsibility for ensuring that other users of the Services and HUB Fiber Equipment understand and comply with this Agreement and all applicable policies.

Unauthorized Use of the Services or Tampering

Customer agrees not to use or assist any other person to use any unauthorized equipment or device to access or tamper with HUB Fiber's network, the Services, or HUB Fiber Equipment for any purpose including, but not limited to, the unauthorized use and reception of the Services. HUB Fiber may terminate the Services and seek damages from Customer if you perform any action described above. The unauthorized use, access or tampering of the HUB Fiber network, Services, or HUB Fiber Equipment may result in criminal prosecution.

Commercial Sales Agreements

HUB Fiber may require Customer to execute a Commercial Sales Agreement to initiate certain Services or for certain HUB Fiber Equipment to be installed at the Premises. When a Commercial Sales Agreement becomes binding it shall be deemed part of, and shall be subject to, this Agreement. In the event of a direct conflict between a Commercial Sales Agreement and the provisions of this Agreement, the provisions of the Commercial Sales Agreement will control, but only to the extent necessary to resolve the conflict. All other Services shall be subject to the terms of this Agreement.

Installation and Access

Customer agrees that HUB Fiber, its employees, contractors, service providers, and agents may enter the Premises where the Services are provided and/or HUB Fiber Equipment is installed at reasonable times for the purposes of installing, adjusting, repairing, replacing, maintaining, upgrading, moving, auditing, or removing any HUB Fiber Equipment, including without limitation HUB Fiber-owned fiber lines or equipment into Customer-owned conduits or facilities, as necessary. A Commercial Sales Agreement may be required by HUB Fiber when facilities need to be built or upgraded to provide the Services and/or HUB Fiber Equipment to the Premises. HUB Fiber may charge an installation fee in order to provide the Services and HUB Fiber Equipment under this Agreement or under a Commercial Sales Agreement. Customer represents that you either own the Premises or have the proper rights and permissions from the Premises owner to grant HUB Fiber access to perform the activities specified above. Customer also agrees to allow access for the purpose of checking the operation and performance of the Services and HUB Fiber Equipment. Customer may always ask for proper identification anytime a HUB Fiber employee, contractor, service provider, or agent requests entry to the Premises. If proper identification is not provided, please do not allow access to the Premises.

Fiber and Related Equipment

All HUB Fiber Equipment that is issued and not sold to Customer by HUB Fiber which includes, but is not limited to, fiber lines and equipment (even if installed in Customer-owned conduits), devices, software, and hardware, shall remain the property of HUB Fiber at all times and will not be deemed a fixture or in any way a part of the Premises. Customer expressly agrees that you will use the HUB Fiber Equipment exclusively for the Services. Customer agrees to be responsible for any loss, theft, or damage to the HUB Fiber Equipment. HUB Fiber may replace or remove any HUB Fiber Equipment, at HUB Fiber's discretion, at any time the Services are active or following the termination of the Services. Customer understands that if you make any addition to, removal of, or change to the HUB Fiber Equipment this may interrupt the Services. Customer may not sell, lease, abandon, or give away any HUB Fiber Equipment. The Services and HUB Fiber Equipment may only be used at the Premises unless expressly authorized by HUB Fiber. At Customer's request, HUB Fiber may relocate the HUB Fiber Equipment for a charge. Customer understands and acknowledges that if you attempt to install or use the Services or HUB Fiber Equipment at a location other than the Premises or as otherwise expressly authorized by HUB Fiber, the Services and HUB Fiber Equipment may fail to function or may function improperly.

HUB Fiber may also, from time to time, utilize fiber lines and other equipment that is provided and owned by another division of Harriman Utility Board, and in that case, the provisions of this Agreement will apply to such other fiber and equipment in the same manner and to the same extent as they apply to HUB Fiber Equipment. These provisions supplement the provisions set forth in the applicable rules, regulations and other requirements of HUB Fiber and, in the event of a conflict between the provisions of this Agreement and the applicable rules, regulations, and requirements, the provisions of the applicable rules, regulations, and requirements will control to the extent necessary to resolve the conflict.

Customer Owned Equipment

HUB Fiber is not responsible for the maintenance, operation, service, repair, or replacement of any equipment owned by Customer that is connected to or used in conjunction with the Services and HUB Fiber Equipment including, without limitation, televisions, computers, tablets, telephones, routers, or any other equipment you own. Customer agrees to allow HUB Fiber and its employees, contractors, service providers or agents to send software and application updates to your equipment and to configure your equipment when necessary to provide the Services, even if doing so changes, adds, or removes features or functionality or impacts the performance of such equipment. HUB Fiber makes no representation or warranty that any software or application installed or downloaded on Customer equipment does not contain a virus or other harmful software. It is Customer's sole responsibility to take appropriate precautions to protect your equipment from damage to its software, files, and data as a result of any such virus or other harmful software. Upon Customer's request, HUB Fiber, its employees, contractors, service providers or agents may install or run virus check software on your equipment. HUB Fiber makes no representation or warranty that the virus check software will detect or correct any or all viruses. Customer acknowledges that you may incur additional charges for any service call related to a virus or other harmful feature detected on your equipment. Absent gross negligence or willful misconduct, HUB Fiber will not be responsible for any damage to Customer equipment arising from such activities. If Customer is not the owner of the equipment, you are responsible for

obtaining any necessary approval from the owner to allow HUB Fiber to access this equipment and to perform the activities listed above.

Wiring

All inside wiring located in the Premises is owned by the Customer and is the Customer's responsibility regardless of if HUB Fiber installed the inside wiring. Ownership of the inside wiring begins twelve (12) inches from where the wiring enters the outside of the Premises. HUB Fiber has no responsibility for the operation, maintenance, repair, replacement, or support of any inside wiring. At Customer's request, HUB Fiber may install or repair your inside wiring and will charge you for this service.

Term

The term of this Agreement shall commence on the date Services commence under an application for service or, if applicable, the effective date of the Commercial Sales Agreement. This Agreement shall expire (i) at the end of the stated term in the Commercial Sales Agreement for Services covered by the Commercial Sales Agreement; (ii) upon at least thirty (30) days' prior notice for Services and HUB Fiber Equipment provided under this Agreement other than pursuant to a Commercial Sales Agreement; (iii) or upon any other termination as provided for in this Agreement ("Contract Term"). Notwithstanding the expiration of the Contract Term, this Agreement shall automatically renew on a month-to-month basis for as long as the Customer continues to receive Services or has HUB Fiber Equipment. HUB Fiber may change any prices for the Services and HUB Fiber Equipment at any time this Agreement is renewing on a month-to-month basis and shall be effective upon thirty (30) days' prior notice to the Customer. Customer will have thirty (30) days from the day of such notice to cancel the Services and HUB Fiber Equipment without a Termination Charge. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the change in pricing.

Termination

Customer shall have the right to terminate Services provided under this Agreement other than pursuant to a Commercial Sales Agreement upon thirty (30) days' prior written notice to HUB Fiber, subject to the payment of all outstanding amounts due for the Services up to the date of termination, a Termination Charge (defined below), and the return of all HUB Fiber Equipment.

Customer shall have the right to terminate a Commercial Sales Agreement, in whole or part, at any time during the Contract Term upon thirty (30) days' prior written notice to HUB Fiber, subject to the payment of all outstanding amounts due for the Services up to the date of termination, a Termination Charge, and the return of all HUB Fiber Equipment. The Termination Charge shall be fifty percent (50%) of the remaining monthly charges that would have been payable to HUB Fiber under a Commercial Sales Agreement or this Agreement if the Services and HUB Fiber Equipment would have been provided until the end of the Contract Term, plus any installation charges or other charges that were waived by HUB Fiber ("Termination Charge"). A Customer may terminate the Services and Equipment under a Commercial Sales Agreement without a Termination Charge at any time after the expiration of the Contract Term by providing HUB Fiber

thirty (30) days' prior notice of termination, subject to the payment of all outstanding amounts due for the Services up to the date of termination and the return of all HUB Fiber Equipment.

HUB Fiber may terminate any Commercial Sales Agreement or this Agreement if Customer is in breach of a payment obligation (including failure to pay a required deposit) for any undisputed charges. Either party may terminate a Commercial Sales Agreement or this Agreement immediately, if the other party becomes insolvent, involved in liquidation or termination of its business, adjudicated bankrupt, or has been involved in an assignment for the benefit of its creditors. Customer agrees that immediately upon termination Customer will stop using the Services and return all HUB Fiber Equipment to HUB Fiber. HUB Fiber may invoice you for the full replacement cost of any HUB Fiber Equipment that is not returned after thirty (30) days of termination, as requested by HUB Fiber, or if the returned HUB Fiber Equipment has been damaged or destroyed.

Customer Service

Customer may call the HUB Fiber Customer Service Center at **865-882-3242** any time for customer service inquiries. Customer agrees that when contacting the Customer Service Center, HUB Fiber may monitor and record any telephone calls or other voice, data, or communications that are transmitted between HUB Fiber and its agents and you, your agents, or any user of your Services or HUB Fiber Equipment. HUB Fiber may use procedures to verify Customer identity when calling into the HUB Fiber Customer Service Center.

Credit Policy and Deposit

By signing an application for service or a Commercial Sales Agreement, Customer agrees that HUB Fiber may review your previous billing history with HUB Fiber, and you authorize HUB Fiber to make credit inquiries and access your credit history from third parties. Customer further authorizes HUB Fiber to disclose this credit information to appropriate third parties for reasonable business purposes according to applicable law. HUB Fiber may require Customer to pay a deposit acceptable to HUB Fiber for the Services and/or the HUB Fiber Equipment prior to activation of the Services or providing you with the HUB Fiber Equipment. The deposit will be refunded to Customer upon the termination of all Services and after all HUB Fiber Equipment is returned and all charges up to the date of termination have been paid. The deposit may be applied to the Customer bill according to applicable law if all charges are not paid upon termination or the Customer is adjudicated bankrupt.

Billing and Payments

HUB Fiber will bill all standard charges associated with the Services and HUB Fiber Equipment or as set forth in the Commercial Sales Agreement monthly in advance (except for usage based charges, which will be billed monthly in arrears) plus applicable federal, state, and local taxes, and all other regulatory and governmental fees - including, but not limited to, universal service and 911/E911 fees. Service charges and HUB Fiber Equipment Charges that are provided outside of the Customer Sales Agreement will be billed at HUB Fiber's then current fee schedule. You may find HUB Fiber's current fee schedule online at www.hub-tn.com/rates or by calling HUB Fiber's Customer Service Center at **865-882-3242**. Some regulatory and government-imposed fees and

taxes may be imposed or become applicable retroactively and Customer will be responsible for paying any such fees and taxes. By using the Services, Customer is solely responsible for all charges payable to third parties that Customer may incur such as, but not limited to, calling phone numbers that charge for services, purchasing or subscribing to offers through the Internet, or for content that is available but separate and apart from the Services charged by HUB Fiber. If Customer is exempt from certain taxes, you must provide HUB Fiber with an original certificate that satisfies all applicable legal requirements for tax exempt status. A tax exemption will only apply from and after the date HUB Fiber receives it. Customer agrees to pay all charges as shown on your bill within fifteen **(15) days** from the date of the bill. Customer's failure to pay the total bill balance when due may result in a late fee equal to the greater amount of **\$5.00 or 1.5% per month** of the amount that is past due. The late fee charged is liquidated damages for the reasonable estimate of HUB Fiber's costs resulting from late payments or nonpayment of bills. HUB Fiber may, in its sole discretion and according to applicable law, suspend or terminate the Services and remove HUB Fiber Equipment from the Premises if you fail to pay the total bill balance by the **25th day** of your billing cycle. If the Services are suspended or terminated for failing to pay the total bill balance when due, HUB Fiber may require Customer to pay a reconnection fee. This reconnection fee is in addition to all past due charges and any other fees. If Customer pays by credit card but HUB Fiber does not receive payment from your credit card issuer or its agents, you agree to pay this amount upon HUB Fiber demand. HUB Fiber, in its sole discretion, may limit the option for a Customer to pay by credit card or to discontinue the acceptance of credit cards at any time. To the extent allowed by law, HUB Fiber may charge a reasonable fee for all returned checks, credit and debit card chargebacks, or other instrument used by Customer to pay a bill that has been rejected by a bank or other financial institution. HUB Fiber reserves the right to require any payment that has been rejected by a bank or other financial institution, plus the late fee, to be paid by cash, valid credit/debit card, or cashier's check. If Customer's payment is rejected by a bank or other financial institution more than once, HUB Fiber may require Customer to make all future payments by cash, cashier's check, or money order. If HUB Fiber retains an agency or attorney to collect any amount owed by Customer, you will be obligated to pay all of HUB Fiber's costs of collection, including court costs and reasonable attorneys' fees. If Customer disputes any charge on your bill or if you are eligible to receive a bill credit, you must contact HUB Fiber Customer Service Center at **865-882-3242** within 30 days after the date on your bill or you waive such dispute or credit. By using the Services, you are solely responsible for all charges payable to third parties that you may incur such as, but not limited to, calling phone numbers that charge for services, purchasing or subscribing to offers through the Internet, or for other content that is available but separate and apart from the Services provided by HUB Fiber.

Third Party Licenses

The Services and HUB Fiber Equipment may require the use of third-party licenses and may be subject to end-user license agreements. All such licenses and agreements are incorporated herein by reference. You are granted a revocable, nonexclusive license to use the third-party licenses strictly in accordance with this Agreement. You agree to comply with all end-user license agreements that accompany the Services and HUB Fiber Equipment or are otherwise applicable to your use of the Services. Upon termination of your Services, all third-party licenses and end-user license agreements shall terminate, you agree to return all HUB Fiber Equipment to HUB Fiber, and you agree to return or destroy all versions and copies of any software received related to third party licenses and end-user license agreements. You agree not to use or assist any other person to

use any unauthorized equipment or device to access or tamper with HUB Fiber's network, the Services, or HUB Fiber Equipment for any purpose, including, but not limited to, the unauthorized use and reception of the Services. HUB Fiber may terminate your Services and seek damages from you if you perform any action described above.

Changes to Service Terms and Conditions

Subject to any limitations in applicable broadband regulations or law, HUB Fiber has the right to change this Agreement and any applicable policies at any time. HUB Fiber may also change, add, or remove features or offerings contained in the Services including, but not limited to, changes in functionality, equipment requirements, and any terms and conditions related to the Services. HUB Fiber shall provide notice of the changes by posting a revised Agreement for Commercial Fiber Services ("Revised Agreement") on HUB Fiber's website at www.hub-tn.com/policies. Notice may also be provided by mail to Customer's billing address, by email to your email address associated with your account, or by including notice in your bill for the Services. Customer agrees that HUB Fiber's posting of a Revised Agreement on HUB Fiber's website shall constitute sufficient and effective notice under this Agreement. Customer shall have thirty (30) calendar days from the date the Revised Agreement is posted to provide HUB Fiber written notice that the Revised Agreement is not acceptable and to terminate this Agreement. If the Revised Agreement modifies a Commercial Sales Agreement, Customer shall have thirty (30) calendar days to terminate the Commercial Sales Agreement and this Agreement without a Termination Charge. These shall be Customer's sole and exclusive remedies regarding HUB Fiber changes to this Agreement.

E911 Notice

HUB Fiber will provide certain telephone services. Customer acknowledges that HUB Fiber must have Customer's correct Premises address in order for 911 telephone calls to be properly directed. If Customer moves a telephone or uses the HUB Fiber phone service from a different location other than the Premises, a 911 call may not be properly directed. Customer acknowledges that it must notify HUB Fiber of an address change prior to changing the location of where the HUB Fiber phone services are being used and that it may take up to five (5) business days for the Premises address to be updated in the 911 system. HUB Fiber's phone service requires the electric power from your Premises. In the event of a power outage, Customer acknowledges that 911 calling may be interrupted if battery back-up is not installed, fails, or is exhausted. Further, telephone calls may not be completed in the event of problems with network facilities or other technical problems. HUB Fiber may provide a twenty-four (24) hour battery backup in order to maintain the ability to make 911 calls during a power outage. Please call the HUB Fiber Customer Service Center at (865)882-3242 to see if a twenty-four (24) hour battery backup is available for your Premises.

Intellectual Property

All intellectual property associated with the Services and HUB Fiber Equipment including, but not limited to, all content, firmware, software, trademarks, trade names, and service marks are owned by HUB Fiber, its suppliers, or their licensors and nothing in this Agreement or the use of the Services or HUB Fiber Equipment shall grant Customer any right, title, license, or any other

interest in the intellectual property. Upon termination of the Services, Customer agrees to return to HUB Fiber or destroy all intellectual property in the possession of the Customer.

No Warranties

HUB FIBER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON- INFRINGEMENT, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR THE HUB FIBER EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICES AND THE HUB FIBER EQUIPMENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE SERVICES ARE NOT FAIL-SAFE AND MAY BE DISRUPTED. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS IN WHICH AN ERROR OR INTERRUPTION COULD LEAD TO INJURY TO BUSINESS, PERSONS, PROPERTY, OR THE ENVIRONMENT. WITHOUT LIMITING THE FOREGOING, HUB FIBER DOES NOT WARRANT THAT THE SERVICES AND HUB FIBER EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY AND PERFORMANCE, OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES OR HUB FIBER EQUIPMENT, IF ANY, BY HUB FIBER OR BY HUB FIBER'S AUTHORIZED REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

Limitation of Liability

IN NO EVENT SHALL HUB FIBER, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR TO ANY USER OF THE SERVICES AND EQUIPMENT FOR LOSS OF PROFITS OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES AND EQUIPMENT PROVIDED BY HUB FIBER UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION HUB FIBER-OWNED FIBER LINES OR EQUIPMENT INSTALLED IN CUSTOMER-OWNED CONDUITS, OR THE DELIVERY OR FAILURE TO DELIVER THE SERVICES AND EQUIPMENT EVEN IF HUB FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, HUB FIBER SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (I) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (II) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (III) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES AND EQUIPMENT; AND (IV) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT HUB FIBER SHALL HAVE NO LIABILITY

FOR ANY DAMAGE TO CUSTOMER OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES AND/OR HUB FIBER EQUIPMENT OR FROM THE FAILURE OF CUSTOMER-OWNED FACILITIES WHETHER OR NOT ANY HUB FIBER EQUIPMENT OR HUB FIBER-OWNED FIBER LINES OR EQUIPMENT ARE INSTALLED IN SUCH CUSTOMER-OWNED FACILITIES. IN THE EVENT THAT HUB FIBER IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION; HUB FIBER'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO HUB FIBER FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. NO OTHER DIVISION OF HARRIMAN UTILITY BOARD SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

Indemnity

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HUB FIBER FROM ALL LIABILITIES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT ARISE FROM (I) CUSTOMER'S USE OR MISUSE AND FROM ALL OTHER PERSONS WHO MAY USE OR MISUSE THE SERVICES AND EQUIPMENT; (II) ANY VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OF ANY THIRD PARTY FROM CUSTOMER'S USE OF THE SERVICES OR USE OF ANY EQUIPMENT IN CONJUNCTION WITH THE SERVICES; (III) FROM USE OR FAILURE OF THE 911/E911 FUNCTIONALITY OR ANY OTHER DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, MEDICAL MONITORING OR OTHER SIMILAR SYSTEM; (IV) AND FROM CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT OR APPLICABLE POLICY. WHERE CUSTOMER IS OBLIGATED TO INDEMNIFY OR HOLD HUB FIBER HARMLESS ANYWHERE IN THIS AGREEMENT, THOSE OBLIGATIONS RUN NOT ONLY TO HUB FIBER, BUT ALSO TO ITS AND TO HUB FIBER'S RESPECTIVE BOARD MEMBERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AGENTS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS.

Miscellaneous

This Agreement and any other documents incorporated by reference constitutes the final, complete, and entire written agreement between HUB Fiber and Customer and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be replaced with a valid provision in accordance with applicable law and shall have substantially the same commercial effect as the unenforceable provision to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. If HUB Fiber fails to insist upon or enforce strict performance of any provision of this Agreement, it shall not thereby waive any provision or right. Any waiver by

HUB Fiber with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be valid if provided in writing. Neither the course of conduct between the parties nor trade practice shall modify this Agreement. This Agreement may not be assigned without the express written consent of HUB Fiber. HUB Fiber and Customer hereby certify that they are independent parties, and nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between HUB Fiber and Customer, and neither party shall have the authority to bind the other party in any respect.

Force Majeure

Without affecting any other limitation on liability or disclaimer contained herein, HUB Fiber shall in no case be liable for any harm caused to Customer or to others or to your successors and assigns if the event or circumstance causing such harm is beyond HUB Fiber's reasonable control, including, but not limited to, acts of God, fire, earthquake, flood, the elements, or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions, insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; shortages or failure of equipment or supplies; unavailability of transportation; acts or omissions of third parties; or any other cause beyond HUB Fiber's reasonable control.

Governing Law

This Agreement and the relationship between Customer and HUB Fiber shall be governed by the laws of the State of Tennessee without regard to conflict of laws principles, and Customer agrees to the personal jurisdiction of the courts of Roane County, Tennessee and that these courts shall be the exclusive venue for resolution of any dispute that may arise out of the Services or this Agreement.

Survival

Certain obligations under this Agreement, by their terms, shall continue beyond termination of the Services including, but not limited to, provisions dealing with payment for the Services and HUB Fiber Equipment, access to the Premises, disclaimers of warranties, limitations of liability, and indemnity. The suspension, termination, expiration, or cancellation of the Services under this Agreement shall in no way affect the survival of such obligations.

Additional Representations and Warranties

In addition to representations and warranties Customer makes elsewhere in this Agreement, Customer also represents and warrants that: (i) Customer has provided HUB Fiber with information that is accurate, complete, and current, including, without limitation, your legal name, address, telephone number(s), email address(es), the number of devices on which or through the Services are being used, and payment information; (ii) Customer agrees to immediately notify HUB Fiber if there is any change in the information that you have provided to HUB Fiber; (iii) Customer owns or has a legal right to occupy the Premises; and (iv) that the Services and HUB Fiber Equipment shall not be used for any illegal purpose or in any way that may violate the law.