



ROCKET FIBER USER AGREEMENT

Welcome to the Rocket Fiber User Agreement (“**User Agreement**”). Your use of Rocket Fiber’s Services is governed by this User Agreement, the Rocket Fiber Acceptable Use Policy (“**AUP**”) and the Rocket Fiber Dispute Resolution Policy (“**DRP**”) which each contain additional terms and conditions related to the Services, and all attachments, exhibits and addenda thereto (collectively, the “**Agreement**”). By signing up for any Service or using any Service, you agree to be bound by the Agreement. **You must agree to the Agreement in its entirety; please read it carefully.**

Use of any Rocket Fiber Service by you (whether as a company or an individual) constitutes acceptance of the Agreement in full. The Agreement is effective when you first use any Rocket Fiber Service and continues until all Services are terminated by either party in accordance with this Agreement.

1. Definitions.

“**Account**” means the billing account assigned to Subscriber and all associated Services.

“**Application**” means Rocket Fiber’s application document related to any Service.

“**Customer Service**” means the support that is available to Subscriber by calling 1-844-84-ROCKET or through other means described at www.rocketfiber.com.

“**Equipment**” means the physical equipment that is purchased by or provided to Subscriber for the specific purpose of ensuring interoperability between Subscriber’s computer, television, or telephone and the relevant Services.

“**Internet Service**” means access to the Internet, web page hosting, and e-mail accounts that are offered by Rocket Fiber.

“**Order**” means the order for a Service submitted by Subscriber and accepted by Rocket Fiber. An Order will typically specify fees, a term, and details of each applicable Service.

“**Rocket Fiber**” means Rocket Fiber LLC and its subsidiaries and agents.

“**Service**” means, generally, any service provided by Rocket Fiber.

“**Software**” means any software programs provided to Subscriber by Rocket Fiber or any third party that are specifically related to a User’s use of any Service.

“**Subscriber**” means the person who is signing up for the Service and that is responsible for the Account.

“**Term**” means the term of the Agreement, as designated on the Order.

“**User**” means any person, authorized or unauthorized, who accesses, manipulates, or otherwise uses any Service.

“**Video Service**” means video and television Programming delivered by Rocket Fiber or its agent or affiliate.

2. Terms of Service.

a. Subscriber and Users. Subscriber will be responsible for all persons who access the Services through Subscriber’s Account, including all Users, employees, agents, family members, friends, strangers, minors, and all other users of the Account, authorized or unauthorized. Access to the Services by any person will be governed by the terms and conditions of the Agreement. Rocket Fiber reserves the right to refuse service to anyone at any time for any reason.

b. Legal capacity. By entering into the Agreement, Subscriber warrants that Subscriber is at least eighteen (18) years of age, and is legally able to enter into binding agreements.

- c. Installation.** Subscriber shall be available for Rocket Fiber or its designee to install the Services at Subscriber's location. If Subscriber or an authorized adult is not at the installation location at the designated installation time (or reasonable time thereafter), or if Subscriber does not cancel an installation appointment at least twenty-four (24) hour in advance, then Subscriber may be required to pay Rocket Fiber a service fee. Subscriber acknowledges that from time to time installations require materials or tools that might not be immediately available to the installer, and that installations might require more than one visit. Rocket Fiber shall not be liable to Subscriber for any delay or failure of an installer to install the proper fiber optics, wiring or equipment. Subscriber further acknowledges that installation of the Services might initially involve a temporary installation of the cabling and equipment, and that the installer might return at a later date to complete the installation. Subscriber shall reasonably cooperate with the installer and Rocket Fiber in such circumstances. Subscriber shall hold Rocket Fiber harmless from any and all claims arising from or related to injuries or damages, of whatever kind or nature, caused by installation of the Services.
- d. Services availability.** Subscriber understands that the Services provided by Rocket Fiber may be interrupted for several reasons. These include, but are not limited to, malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. Subscriber understands that it may not be possible for Rocket Fiber to give Subscriber advance notification of any such interruption of Service. Rocket Fiber shall not be liable for any delay in or failure to perform the services caused by circumstances beyond its control such as those occasioned by other companies or organizations, acts of God or other causes, or which it could not have reasonably foreseen or any other cause, which similarly impedes the providing of service.
- e. Responsibility for charges and Account.** Subscriber will be responsible for paying all charges accrued in connection with the Account, and may not assign the Account to any other person without Rocket Fiber's written permission. If this Agreement is terminated by either party, Subscriber is responsible for any charges on its Account incurred prior to termination.
- f. Relationship is service provider/subscriber only.** Subscriber is only a subscriber to Rocket Fiber's Service. Subscriber is given no authority to speak for or bind Rocket Fiber in any manner, or to make representations on Rocket Fiber's behalf.
- g. Redistribution Security.** Subscriber is not permitted to, and may not permit any other User or person to, resell or redistribute the Services to other parties, including in the case of a residential Subscriber, Users that are not part of Subscriber's immediate household. Further, Users are prohibited from violating or attempting to violate the security of any Service, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. Rocket Fiber may investigate occurrences that may involve such violations, and may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations
- h. Trial period.** If Rocket Fiber permits a User to access the Services during a trial period, the terms and conditions of this Agreement apply during such period regardless of whether or not the User pays for the trial period or becomes a Subscriber.

- i. **Policies.** Each User must comply with all policies, procedures and regulations imposed by Rocket Fiber on the Services from time to time including, without limitation, the AUP as updated from time to time.
- 3. Charges and Payments.**
- a. **Charges.** Subject to Section 17, Rocket Fiber may increase the charges upon thirty (30) days' notice to Subscriber. Subject to applicable law, if Subscriber intends to dispute a charge or request a billing credit, Subscriber must contact Rocket Fiber within sixty (60) days of the date on the bill. Subscriber waives any disputes or credits that it does not report within sixty (60) days.
 - b. **Payments.** Subscriber agrees to pay all charges associated with the Services, including, but not limited to, installation/service call charges, monthly service charges, equipment charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on Rocket Fiber, permitted fees and cost recovery charges, or any programs in which Rocket Fiber participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. **SUBSCRIBER WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** Rocket Fiber will provide Subscriber with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. **SUBSCRIBER MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S), THE FIRST MONTH'S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** The first bill may include pro-rated charges from the date Subscriber first begins receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services Subscriber has received. Subscriber may be billed for some Services individually after they have been provided; these include charges for pay-per-view movies or events, interactive television, and e-commerce. If Subscriber receive Services under a promotion, after the promotional period ends, regular charges for the Services will apply. Rocket Fiber does not waive its rights to collect the full balance owed to it by accepting partial payment. Rocket Fiber will apply the partial payment to the outstanding charges in the amounts and proportions that it determines.
 - c. **Credit check.** Rocket Fiber reserves the right to review Customer's previous billing history with Rocket Fiber or access Customer's credit history through a credit reporting agency to make a determination about Subscriber's creditworthiness in relation to the Services. Subscriber hereby grants Rocket Fiber permission to request Subscriber's credit report from any credit reporting agency for the purpose of making a determination about Subscriber's credit risk. Rocket Fiber will not discriminate in its risk assessment on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status.
 - d. **Deposit may be required.** Subscriber may be required to pay an equipment deposit in some cases. Rocket Fiber may apply any unpaid charges against this deposit, at Rocket Fiber's discretion.
 - e. **Billing method.** Accounts will be charged automatically in advance for each billing period. Subscriber must pay the applicable monthly fees within thirty (30) calendar days of the billing statement date (the "**Due Date**"). The first billing statement will be issued by Rocket Fiber upon the earlier to occur of acceptance of the Services by Subscriber or three (3)

business days following activation of the Services by Rocket Fiber. Billing statement notice will be sent via Subscriber's provided e-mail, through the Rocket Fiber Subscriber Account portal, or to Subscriber's assigned Rocket Fiber email address. It is Subscriber's responsibility to keep all billing information current.

f. Late payment and non-payment.

- i. Definition.** Payments are "late" when they have not been received by Rocket Fiber within five (5) calendar days of the Due Date.
- ii. Suspension and cancellation of service.** Rocket Fiber may suspend or cancel service at any time due to late payment by Subscriber. Rocket Fiber may, at its sole discretion, accept late payments and reinstate Subscriber's Services, but Rocket Fiber is under no obligation to do so once payment is late.
- iii. Late payment fee.** Rocket Fiber retains the right to assess a late payment fee equal to one and one-half percent (1.5%) per month on the unpaid delinquent balance; provided that if such late payment fee exceeds the amount allowed by law, then such late payment fee shall be reduced to the maximum amount allowed by law.
- iv. Reconnect fee.** Rocket Fiber may charge a reconnect fee to reconnect any Services that Rocket Fiber previously disconnected. Such fee shall be disclosed to Subscriber when Subscriber requests the reconnection.
- v. Returned checks.** Rocket Fiber will charge Subscriber a returned check fee of \$35.00 per occurrence for any returned checks.
- vi. Liquidated Damages.** The late payment and other fees described in this subsection f are liquidated damages and are not penalties. These liquidated damages are intended to be a reasonable advance estimate of Rocket Fiber's costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when Rocket Fiber set such fees, charges, and assessments, because Rocket Fiber cannot know in advance: (a) whether Subscriber will pay for the Services on a timely basis, if ever; (b) if Subscriber does pay late, when it will actually pay; and (c) what costs Rocket Fiber will incur because of Subscriber's late payment or non-payment.
- vii. Collection costs.** Rocket Fiber may use a collection agency or attorney to collect money owed by Subscriber, Subscriber agrees to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
- g. Third party charges.** Subscriber acknowledges that it may incur charges with third-party service providers such as accessing on-line services, purchasing or subscribing to other offerings via the Internet or interactive options on Subscriber's Video Service that are separate and apart from the amounts charged by Rocket Fiber. Subscriber is solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, Subscriber is solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.
- h. Overages.** In the case of a business Subscriber, Rocket Fiber may monitor Subscriber's data usage. At the end of each month, Rocket Fiber will discard the top five percent (5%) of data traffic, and the remaining ninety five percent (95%) will be compared to the committed information rate ("CIR") applicable to Subscriber. For data utilized or bursted above the CIR stated in the applicable contract, Subscriber will be assessed a surcharge of ten dollars (\$10) per Mbps. In such cases, Subscriber will have an option to upgrade its contract to a higher CIR.

4. Changes or cancellation.

- a. **Changes.** Subscriber may make changes to the Account by contacting Rocket Fiber's Customer Service. Certain charges may apply to some changes. A list of these charges is available from Rocket Fiber upon request.
- b. **Cancellation of Account.** If Subscriber wishes to terminate its account, Subscriber must notify Rocket Fiber. The termination notice must be faxed, mailed or by calling Rocket Fiber at 1-844-84-ROCKET or otherwise delivered in accordance with the Rocket Fiber's policies. Termination charges may apply. For Subscribers who have contracted with Rocket Fiber for Services for a specified contract period, if Subscriber terminates the Services prior to the expiration of such specified contract period, or if Rocket Fiber terminates the Service due to non-payment, then Subscriber will owe Rocket Fiber a termination charge equal to the monthly recurring charge multiplied by the number of months of the contract period for the terminated Services plus the amount of any credits previously provided to Subscriber with respect to the Services. Termination charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Services rendered by Rocket Fiber through the date of cancellation or termination. Subscriber acknowledges that these termination fees are not a penalty and are a fair and equitable estimate of lost revenue incurred by Rocket Fiber as a result of Subscriber's termination or breach.
- c. **Cancellation by Rocket Fiber.** Rocket Fiber may terminate all, or any part, of an Account and reclaim any unutilized IP address space and network numbers at any time upon notice to Subscriber.

5. Property Access License.

- a. **Rocket Fiber Installation.** User agrees to provide Rocket Fiber with all necessary access to the premises at the address where Subscriber has requested the Services to be installed (referred to as "Subscriber Property", below) so that the equipment necessary for Users to receive the Services may be installed and configured. Subscriber and each User agrees that Rocket Fiber may install equipment on the exterior and/or interior of the Subscriber Property (including affixing equipment to the exterior and/or interior of the Subscriber Property) at any reasonable location. Subscriber and each User also agrees that Rocket Fiber may use, and that Subscriber has the necessary permissions to approve Rocket Fiber's use of existing facilities, including existing wiring in and around the Subscriber Property, to complete the installation of Services. If Subscriber rents or otherwise does not own the Subscriber Property, Rocket Fiber or its installer may ask to be provided with written evidence that Subscriber has received all permissions necessary for Rocket Fiber to perform installation of Services. If Rocket Fiber incurs any costs, including attorney's fees because Subscriber did not get the necessary authorizations to install the equipment required for the Services, Subscriber is responsible for reimbursing Rocket Fiber for those costs. Rocket Fiber may need a separate agreement with Subscriber or Subscriber's landlord in order to install the Services, and Subscriber is responsible for facilitating that agreement.
- b. **Temporary drops.** If, for any reason, a permanent connection to the premises cannot be made, and if requested by Subscriber and owner(s), a temporary drop may be used to install the network to the premises. Subscriber and owner(s) shall hold Rocket Fiber and its subcontractors harmless from any and all claims arising from or related to injuries or damages, of whatever kind or nature, caused by such temporary drops other than claims resulting from gross negligence, intentional acts or regulatory or statutory violations by Rocket Fiber or its representatives.

- c. **Damage covenant.** Neither the owner(s), nor Subscriber or premises occupants shall damage Rocket Fiber's network, including, but not limited to, fiber optic cable(s), electronic access portal(s), and any other equipment.
- d. **Wiring.** Subscriber may install wiring inside its premises, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of Rocket Fiber's network or wiring. If Subscriber has Rocket Fiber install that wiring, Rocket Fiber will charge Subscriber for that service. Regardless of who installed it, Rocket Fiber considers all wiring on the premises Subscriber's property or the property of whomever owns the premises. Accordingly, Subscriber is responsible for the repair and maintenance of that wiring unless Subscriber and Rocket Fiber have agreed otherwise in writing. If Subscriber has Rocket Fiber repair or maintain any wiring at the premises, Rocket Fiber will charge Subscriber for that service.

6. Warranties; Exclusions and Limitations. EACH USER AGREES TO USE ALL SERVICES AT ITS OWN RISK. ALL SERVICES ARE PROVIDED AS IS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND UNLESS REQUIRED BY APPLICABLE LAW. ROCKET FIBER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL ROCKET FIBER BE LIABLE FOR ANY LOSS, LOSS OF DATA, OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERIES, AND ANY AND ALL SERVICES INTERRUPTIONS CAUSED BY THE ROCKET FIBER PARTIES (AS DEFINED BELOW) OR ANY USER'S ERRORS OR OMISSIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH USER HEREBY WAIVES AND RELEASES ALL CLAIMS AND CAUSES OF ACTION ACCRUED AT ANY TIME AND WHETHER KNOWN OR UNKNOWN, AGAINST ROCKET FIBER AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS AND ASSIGNS (THE "ROCKET FIBER PARTIES") FOR ANY AND ALL LOSS AND DAMAGE CAUSED IN WHOLE OR PART BY THE ROCKET FIBER PARTIES AND/OR A USER'S USE OF THE SERVICES. IF THIS WAIVER AND RELEASE IS NOT GIVEN FULL EFFECT, THEN THE TOTAL AMOUNT OF ANY LIABILITY OF THE ROCKET FIBER PARTIES, INCLUDING ALL ATTORNEY'S FEES AND COSTS, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY SUBSCRIBER FOR THE SERVICES (EXCLUDING AMOUNTS PAID FOR OTHER GOODS OR SERVICES PROVIDED BY ROCKET FIBER OR ITS AFFILIATES) FOR THE ONE MONTH PRECEDING ROCKET FIBER'S RECEIPT OF WRITTEN NOTICE OF THE CLAIM.

ROCKET FIBER'S LIABILITY TO SUBSCRIBER, OWNER(S) AND/OR USERS OF ROCKET FIBER'S NETWORK ("NETWORK USERS") ON ACCOUNT OF ANY ACT OR OMISSION RELATED TO ANY SERVICE SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY ROCKET FIBER'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR SUCH DAMAGES, NETWORK USERS WILL NOT BE ENTITLED TO ANY OTHER DAMAGES FROM ROCKET FIBER. ROCKET FIBER, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, NETWORK USERS' ELECTRONIC HARDWARE OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR LOCAL NETWORK USERS REGARDING VIRUSES, TROJAN

HORSES, HACKER ATTACKS, ETC., AND AGREES TO HOLD ROCKET FIBER HARMLESS THEREFROM.

THE SERVICES ARE NOT FAIL-SAFE AND ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE(S) COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY, OR ENVIRONMENT (“**HIGH RISK ACTIVITIES**”). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, VITAL BUSINESS, OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. EACH USER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. ROCKET FIBER SHALL NOT BE LIABLE FOR ANY INCONVENIENCE, LOSS, LIABILITY, OR DAMAGE RESULTING FROM ANY INTERRUPTION OF THE SERVICES, DIRECTLY OR INDIRECTLY CAUSED BY, OR PROXIMATELY RESULTING FROM, ANY CIRCUMSTANCES BEYOND ROCKET FIBER’S CONTROL, INCLUDING, BUT NOT LIMITED TO, CAUSES ATTRIBUTABLE TO ANY USER OR THE SUBSCRIBER PROPERTY; INABILITY TO OBTAIN ACCESS TO THE SUBSCRIBER PROPERTY; FAILURE OF ANY SIGNAL AT THE TRANSMITTER; FAILURE OF A COMMUNICATIONS SATELLITE; LOSS OF USE OF POLES, OR OTHER UTILITY FACILITIES; STRIKE; LABOR DISPUTE; RIOT OR INSURRECTION; WAR; EXPLOSION; MALICIOUS MISCHIEF; FIRE, FLOOD, LIGHTNING, EARTHQUAKE, WIND, ICE, EXTREME WEATHER CONDITIONS, OR OTHER ACTS OF GOD; FAILURE OR REDUCTION OF POWER; OR ANY COURT ORDER, LAW, ACT OR ORDER OF GOVERNMENT RESTRICTING OR PROHIBITING THE OPERATION OR DELIVERY OF THE SERVICE(S). IN ALL OTHER CASES OF AN INTERRUPTION OF THE SERVICE(S), SUBSCRIBER SHALL BE ENTITLED UPON A

REQUEST MADE WITHIN SIXTY (60) DAYS OF SUCH INTERRUPTION, TO A PRO RATA CREDIT FOR ANY SERVICE(S) INTERRUPTION EXCEEDING TWENTY-FOUR (24) CONSECUTIVE HOURS AFTER SUCH INTERRUPTION IS REPORTED TO ROCKET FIBER, OR SUCH OTHER PERIOD OF TIME AS MAY BE SPECIFICALLY PROVIDED BY LAW. UNLESS SPECIFICALLY PROVIDED BY LAW, SUCH CREDIT SHALL NOT EXCEED THE FIXED MONTHLY CHARGES FOR THE MONTH OF SUCH SERVICE(S) INTERRUPTION AND EXCLUDES ALL NONRECURRING CHARGES, ONE-TIME CHARGES, MEASURED CHARGES, REGULATORY FEES AND SURCHARGES, TAXES AND OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL FEES. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE SUBSCRIBER’S AND EACH USER’S SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).** ANY CREDITS PROVIDED BY ROCKET FIBER ARE AT ITS SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY ROCKET FIBER.

- 7. Indemnification.** EACH USER ACKNOWLEDGES FULL RESPONSIBILITY FOR ITS USE OF THE SERVICE AND AGREES TO INDEMNIFY AND HOLD HARMLESS ROCKET FIBER AGAINST ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO SUCH USER’S USE OF THE SERVICE INCLUDING, WITHOUT LIMITATION, CLAIMS OF LIBEL, UNFAIR COMPETITION, UNFAIR TRADEMARKS, TRADE NAMES OR PATENTS, VIOLATIONS OF RIGHTS OF PRIVACY AND INFRINGEMENT OF COPYRIGHTS AND PROPERTY RIGHTS RESULTING FROM THE USER’S USE OF THE SERVICES. USERS MUST NOT MAKE ANY REPRESENTATION TO THIRD PARTIES THAT ROCKET FIBER HAS AGREED TO, CONDONED, OR AUTHORIZED ANY USER’S ACTIVITIES WHEN USING ANY SERVICE. EACH USER INDIVIDUALLY (AND SUBSCRIBER AS PARTY RESPONSIBLE FOR THE

ACCOUNT) AGREES TO INDEMNIFY AND HOLD HARMLESS ALL ROCKET FIBER EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, ASSIGNS, CONTRACTORS, PARTNERS, THIRD PARTY BENEFICIARIES, AND ANY PARTY WITH WHOM ROCKET FIBER HAS CONTRACTED FOR THE PROVISION OF ANY SERVICE ACCESSED BY ANY USER.

- 8. Software.** Rocket Fiber may provide Users with certain Software to facilitate use of the Service(s). Each User agrees that its use of the software will be governed by the applicable Software licenses, and that such User is solely responsible for its use of the Software. Rocket Fiber does not grant, convey, or transfer any licenses to any User under this Agreement. All Software licenses and rights are transferred pursuant to the applicable license for that particular Software.
- 9. Equipment.** Equipment provided by Rocket Fiber will remain the property of Rocket Fiber, and any Equipment provided by a third party will remain the property of the third party. Subscriber owns only the Equipment which Subscriber purchased and for which it holds title. Subscriber's (or any User's) physical possession of any Equipment does not constitute a transfer of any property rights in that equipment. Any Equipment not owned by Subscriber must be returned to Rocket Fiber or the third party owner promptly upon termination of this Agreement in its original condition (reasonable wear and tear excepted, as determined solely by Rocket Fiber). Subscriber shall reimburse Rocket Fiber or its supplier for the replacement value of any Equipment not returned within fourteen (14) days from disconnection of Service. If Subscriber elects to use its own equipment instead of equipment provided by Rocket Fiber, then Subscriber assumes all risk that the Services might not operate correctly with Subscriber's equipment, and Rocket Fiber will have no obligation or liability associated with the failure of Subscriber's equipment to be compatible with the Services or to operate correctly. To the extent Rocket Fiber is required to interact with or connect to Subscriber's equipment, Subscriber warrants that it is either the owner of the equipment or that it has the authority to give Rocket Fiber access to that equipment. If Subscriber is not the owner of the equipment, then Subscriber is responsible for obtaining any necessary approval from the owner to allow Rocket Fiber and its agents access to the equipment to perform the activities specified above. In addition, Subscriber agrees to supply Rocket Fiber or its agents, on Rocket Fiber's request, the owner's name, address and phone number and/or evidence that the owner has authorized Subscriber to grant access to Rocket Fiber and its agents to the equipment to perform the necessary activities. Subscriber shall not tamper with, modify, or access any Rocket Fiber equipment without the express consent of Rocket Fiber, and any violation of this requirement may result in significant damages for Subscriber.
- 10. Regulation and Export.**

 - a.** This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the use or export of information or technology that may be imposed from time to time. Subscriber warrants that it is in compliance with all relevant export and usage laws, regulations and orders, including those promulgated by the U.S. Treasury Department and the U.S. Commerce Department.
 - b.** Subscriber acknowledges that Software received in connection with the Service(s) is subject to export controls. Subscriber agrees to not export the Software to any country in a manner which violates United States law or the law of the country into which the Software is exported.
- 11. Governing Law.** All matters relating to Subscriber's access to and use of the Services are governed in all respects by the laws of the State of Michigan as such laws are applied to

agreements entered into and to be performed entirely within Michigan between Michigan residents, without reference to conflicts of law provisions.

- 12. Dispute Resolution.** Rocket Fiber agrees to attempt to promptly resolve disputes when a User utilizes Rocket Fiber's Customer Service. In the event that Customer Service is unable to resolve a dispute submitted orally or via email, each User agrees to submit the dispute to Rocket Fiber in accordance with the DRP. Each User understands and agrees that the DRP governs all disputes with Rocket Fiber, and a User may not seek to resolve a dispute with Rocket Fiber in any other way.
- 13. Right to Modify.** Rocket Fiber reserves the right to modify the terms and conditions of any document that makes up this Agreement (including this User Agreement, the AUP and the DRP) at any time. Users are solely responsible for remaining aware of any changes to this Agreement.
- 14. Severability.** In the event that any part of this Agreement is found to be unlawful or otherwise unenforceable, that part will be severed and the remainder of this Agreement shall remain in effect.
- 15. Survival.** Sections 1, 2(c), 3-12, 15 and 16 survive any termination of this Agreement.
- 16. Complete Agreement.** This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between Subscriber and Rocket Fiber, and shall prevail notwithstanding any variance with terms and conditions of any and all Orders submitted.
- 17. Miscellaneous.** Where custom proposals or contracts are offered by Rocket Fiber in selected circumstances to business Subscribers and are accepted in writing by those Subscribers, charges and payment terms reflected therein supersede those terms noted in this User Agreement.