



# T1 COMPANY TERMS AND CONDITIONS

**T1 Company Service:** Customer agrees to purchase the T1 Company Products and/or Services outlined in the T1 Company Service Order Form per the terms and conditions described herein. Customer agrees to remain as a subscriber of the service for the period identified from the date of activation. At the end of the service term this Agreement shall continue on a month-to-month basis until terminated by either party as provided herein. Notice of termination should be made in writing to the T1 Company at P O Box 241338, Cleveland OH 44124 no less than 30 days prior to the intended date of termination.

**Rights and Obligations of Customer:** The T1 Company services are only to be used for lawful purposes. Customer shall not transmit, retransmit or store material in violation of any federal, state or local laws or regulations, including, but not limited to, obscenity, indecency, defamation, or infringement of trademark or copyright. In particular, by sign these terms and conditions, Customer agrees to adhere to the T1 Company's Acceptable Use Policy. Failure to comply with these obligations shall constitute violation of these terms and conditions and possible termination of this Agreement at the T1 Company's discretion. If Customer operates hardware or software that the T1 Company determines may cause hazard, interference, or service interruption to the T1 Company, or its customers, or to provided equipment or services or the T1 Company network, Customer shall immediately remove the offending hardware or software upon notice.

**Proprietary Rights:** The T1 Company grants Customer a non-exclusive, non-transferable license to use the products and services provided hereunder. Title, property rights licenses and agreements, including all intellectual property rights shall remain with the T1 Company. Customer recognizes that the products and services used constitute valuable trade secrets of the T1 Company. Customer will use its best efforts to protect and keep confidential any and all product and service information and shall not attempt in any way to copy, examine, alter, re-engineer, tamper with or otherwise misuse such products and services. In all cases the IP addresses assigned for Customer use remain the property of the T1 Company and shall revert back to same upon Customer termination.

**Installation:** Installation and one-time charges set forth on the service order form are due upon order. Installation charges are non-refundable. Customer shall provide all necessary preparations to permit installation, maintenance and operation of products and services provided hereunder. Customer shall provide reasonable access to Customer's premises including the point at which leased telco services are provided to Customer. Customer is also responsible for any and all additional telco charges arising as a result of necessity to reschedule telco suppliers, as well as all maintenance and diagnostics charges that may be needed. Once telco supplier facilities are installed, Customer shall be responsible for any fees associated with relocation of services if requested by Customer, including one time installation fees depending on the geographical relocation.

**Customer Premise Equipment:** If the T1 Company provides T1 Company-owned equipment to Customer in conjunction with service, (i) the configuration and type of equipment to be used shall be determined solely by the T1 Company (unless specifically noted under a separate between T1 Company and Customer); (ii) T1 Company shall provide the initial equipment configuration and verify operability with the T1 Company network; (iii) Customer is responsible for operating the equipment within the parameters of the manufacturer's specifications; and (iv) the T1 Company may choose at its sole discretion to provide software upgrades for hardware. Once installed, should service be required due to Customer's action or negligence, support shall be chargeable to the Customer at T1 Company's then-current support rates. In the event of failure of T1 Company-owned equipment provided to Customer in conjunction with service, like equipment shall be provided by the T1 Company on, or before the next business day. The T1 company shall pre-configure equipment in conjunction with configuration guidelines. Once operability is verified, Customer shall return faulty equipment to the T1 Company within 15 days, or be billed the amount equal to the vendor's list price for any equipment not returned. At termination of the Agreement, all T1Company-owned equipment must be returned in good working order within 30 days, or Customer shall be billed the amount equal to the vendor's list price.

**Invoicing and Payment of Service:** Initial rates for products and services are set forth on the T1 Company Order Form. The initial rates shall be in effect for the duration of the initial service commitment. During any renewal terms, the rates shall be those contained in the then current T1 Company Order Form. The T1 Company will invoice Customer for services in advance on a monthly basis. The price of the service described within does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer agrees to pay such taxes directly or reimburse the T1 Company for any such taxes. This bill is due and payable in full on the date shown on the bill. Customers also have the option of prepayment in advance on a quarterly or annual basis.

**Non-Payment/Customer Termination:** A late charge of the lesser of 1.5% per month or the maximum rate permitted by law may be applied to each of the Customer's service bills not paid by the due date. Customer shall pay the T1 Company all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by the T1 Company in exercising any of its rights under this Agreement. Customer shall be responsible and will reimburse the T1 Company for installation charges at list price, telephone company or other service provider charges, including monthly service charges incurred by the T1 Company in the fulfillment of this Agreement if: (i) the Agreement is terminated after execution but prior to initiation of the products or services; or (ii) there is a delay in the initiation of the products and services that is caused, through action or inaction by the Customer. If Customer terminates the Agreement after the first year, Customer termination liability is limited to paying back the difference between the 12 month rate, and the rate originally contracted for, times the number of months the service was installed. If Customer terminates the Agreement within the first year, Customer will pay a lump sum equal to the 12 month rate, times the number of months remaining in the first year. If the Customer is terminated by the T1 Company

for violation of the Acceptable Use Policy, Customer shall pay immediately a lump sum equal to the charges for the remainder of the term of the initial Agreement.

**Maintenance Window:** The T1 Company maintains specified time periods during which it may perform necessary network maintenance and/or network upgrades. These specified time periods are referred to as "Scheduled Maintenance Windows". In the event the T1 Company plans to bring down the service or equipment during a scheduled maintenance window, the T1 Company will provide 24-hour advanced notice to Customer. However, Customer understands that the T1 Company may perform emergency maintenance at any time without notice, as needed to preserve the overall integrity of the products and services offered.

**T1 Company Service Level Guarantee:** If the Customer notifies the T1 Company in writing immediately upon failure to access the T1 Company network, services or equipment and the T1 Company determines that the outage has been caused by the T1 Company, the Customer will receive a credit against its next monthly invoice. In the event of a service interruption that exceeds one hour in any calendar day, the T1 Company will grant a credit allowance for that entire day of service, equivalent to 1/30<sup>th</sup> of the monthly service fee. A service interruption will be deemed to have occurred if Customer is unable to communicate with or access any other Internet Service Provider via the IP Transmission Protocol and as a result of failure of the T1 Company's facility, equipment, or personnel, and only where the interruption is not the result of a Scheduled Maintenance Window.

**Credit Information:** Customer consents to standard credit check by the T1 Company in order to confirm credit worthiness and to the T1 Company's disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from providers of telecommunications services at any time during Customer's service with the T1 Company.

**Limitation of Liability:** The T1 Company exercises no control whatsoever over the content of any information passing through its network and is not responsible for damages Customer suffers for any reason, including, but not limited to, loss or degradation of data resulting from delays, non-deliveries, wrong deliveries and any and all service interruptions whether caused by the acts and omissions of the T1 Company and its employees or contractors or any other party. The T1 Company makes no representation that it can provide uninterrupted service. Furthermore, the T1 Company shall have no liabilities other than the credits outlined in this Agreement due to interrupted service unless caused by gross negligence of the T1 Company.

**The T1 Company shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond its reasonable control. The T1 Company makes no warranties with respect to the products or services of any kind whatsoever, express or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. The T1 Company shall not be liable to its customer or any third party for any special, punitive, incidental, or consequential damages.** Any legal action arising out of the provision of T1 Company services shall be brought within a period of one year of the occurrence or shall be deemed waived. Customer agrees to indemnify and hold harmless the T1 Company from any and all claims resulting from Customer's use of the equipment or services which cause damage to Customer or any other party.

**Transfer and Assignment:** Neither party, other than for collateral purposes, may sell, assign or transfer this Agreement without the prior written consent of the other party, except that the T1 Company may assign the Agreement to any of its affiliates or any person who acquires substantially all of the assets of the T1 Company. Customer may not resell IP accounts or internet services of any kind from a T1 Company provided connection without the explicit written permission of the T1 Company.

**Governing Law:** This Agreement is governed by the laws of the State of Ohio without regard to its choice of law provisions.

**Acceptance:** These Terms and Conditions of the "Agreement" together supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

Customer \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name \_\_\_\_\_

The T1 Company \_\_\_\_\_ Date \_\_\_\_\_