

## SONICNET TERMS AND CONDITIONS OF SERVICE

These Terms of Service set forth the terms and conditions for the purchase of broadband services (“Services”) from SonicNet, Inc., d/b/a SonicNet (“SonicNet”), a Wisconsin Corporation headquartered at 103 N. Railroad Street, Eagle River, Wisconsin 54521. By ordering Services from SonicNet, Subscriber agrees to and incorporates these SonicNet Terms And Conditions of Services (“Terms”) found at <https://www.SonicNet.us/policies-terms/>. SonicNet may update these Terms from time to time, in its sole discretion. Subscriber’s continued use of the Services following such updates constitutes acceptance of the same. If Subscriber does not agree to the terms or any modification, Subscriber may terminate this Agreement. Terms used in this Service Agreement, but not otherwise defined shall have the same meanings ascribed to them in the Terms and Conditions of Service.

### **Purchase and Payment of Services**

Upon Subscriber ordering Services, SonicNet will email an invoice to Subscriber. Subscriber will be required to pay in advance for Services in accordance with the terms stated on the invoice. **Payments are required to be made via credit or debit card or ACH automatically.**

Subscriber will have access to his/her online MySonicNet Portal at [myaccount.sonicnet.us](http://myaccount.sonicnet.us), where payments may be processed/set up with SonicNet. Alternatively, payments may be made by calling the Business Office at 888-631-9666, ext. 100, with credit card and payment information. Subscriber will provide new email address(es) whenever necessary to ensure that emailed invoices are deliverable to the Subscriber. SonicNet is not responsible for non-delivered invoices. No refund will be due Subscriber for payments already processed with the exception of annual or multi-month payments.

*Late or failed payments:* In the event that a payment transaction fails or is denied by the Subscriber’s bank, Subscriber will provide Provider with new/updated account information. Otherwise, a late fee of \$5.00 per month will be charged to all accounts not paid in a timely manner, service may be disconnected due to non-payment, and a \$25.00 reconnect fee will be assessed on all disabled accounts. A \$35.00 NSF fee may be charged for any denied credit card payment. Provider reserves the right to require automatic charges to a credit or debit card for delinquent accounts. Billing for suspended accounts due to non-payment will continue as usual, and Subscriber is responsible for all charges.

### **SonicNet and Subscriber Responsibilities**

SonicNet is NOT responsible or liable for any of the following situations, and charges for service calls will apply to remedy:

- Any device or cloud system inside the home or office of the Subscriber beyond the point of the Power-over-Ethernet (PoE) power supply or ONT (modem). This includes all computers, phones, routers, third-party services or applications, cloud services, networks or other devices installed by contractor(s) hired by the Subscriber, or other device or service provider not affiliated with SonicNet.
- For wireless service: Any obstructions that might be erected or grow between Subscriber's radio and SonicNet's transmitter causing degradation or loss of service. In the unlikely event of loss of signal for this reason, SonicNet will inform Subscriber that service is no longer available at that location.
- For wireless service: Debris or ice on antenna
- For wireless service: Damage to radio, antenna or cabling due to acts of God, other natural occurrences, or neglect by Subscriber
- Subscriber or their contractor/vendor installing hardware and/or software in a device after installation which may disable that device with regard to connecting to Internet
- Reconfiguration of network settings due to, but not limited to, tampering or reinstallation of operating system in a device
- Misplaced WiFi login credentials, which are provided to Subscriber at time of router installation

Further, **wireless** Subscriber acknowledges that tree leaves hold water, they absorb signal, and that may degrade or disrupt signal. Subscriber may require extra hardware and setup at such time as changes in tree foliage may occur, or in some cases Service may no longer be available if signal strength changes and no remedy can be made. SonicNet shall not be held liable for any changes, nor will Subscriber be entitled to any type of refund prior to the date on which Subscriber is informed.

SonicNet uses “best practice” installation techniques and will discuss the method of attachment to the building, mast or other approved structure with the owner prior to performing installation. SonicNet is not responsible for any water leaks, damage or mold that may occur. In most cases, non-roof-penetrating methods of attachment will be used. SonicNet’s technicians

reserve the right to refuse installation at any location if there is a concern about his/her health or safety, or if the signal is not the best possible at a location on the property requested by Subscriber.

**Termination.** Either SonicNet or Subscriber may terminate this Service at any time and without cause unless provided otherwise when signing up for the Service. Upon termination Subscriber must immediately cease all use of the Services and all SonicNet equipment. Subscriber is responsible for payment of Services until the Services are disconnected.

**Acceptable Use Policy.** Subscriber agrees not to misuse the Services, which includes using the Services for purposes that are illegal, are improper, infringe the rights of others, or adversely impact others' enjoyment of the Services. Examples of misuses and prohibited activities are set forth in SonicNet's Acceptable Use Policy, which is incorporated into these Terms. Subscriber is responsible for all activity on the Services, whether such activity is undertaken by Subscriber or someone else.

**Indemnification.** Subscriber shall indemnify and hold harmless SonicNet and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorney fees (collectively, hereinafter "Claims") arising out of or in any manner relating to or arising out of Subscriber's use of the services, the SonicNet equipment, or the Subscriber equipment, violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from your use of the Services or any unauthorized apparatus or system, and any Claims or damages arising out of the lack of 911/E911 or dialing associated with a home security, home detention, or medical monitoring system. SonicNet has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber.

**Disclaimer of Warranties.** Subscriber assumes total responsibility for use of the Services, applicable Equipment and the Internet and accesses the same at its own risk. Subscriber recognizes that SonicNet has no responsibility for the security of or loss of stored data, intrusion of unauthorized access, content accessible or action taken on the Internet and SonicNet expressly disclaims any responsibility for such content or actions, except as specifically set forth herein. SonicNet further disclaims any and all express or implied warranties including and without limitation: (1) any warranties as to the availability, accuracy, and content of information, products, or services; (2) any warranties of availability, quality of service, merchantability, fitness for a particular purpose, non-infringement or as to the proper or timely delivery or security of Subscriber's communications over SonicNet's facilities. SonicNet does not guarantee or warrant: continuous, uninterrupted or secure access to any service; that the Service will be available on a specified date or time or that our network will have the capacity to meet demand during specific hours; any particular download or upload speed for any Internet access service or any other characteristics of that or any other kind of service; compatibility of any service with Subscriber's computers, telephone, or video equipment, operating systems or software. SonicNet Equipment is provided without warranties of any kind, either express or implied, including, but not limited to, warranties of title, non-infringement, merchantability, or fitness for a particular purpose.

**Limitation of Liability.** SonicNet's liability to Subscriber hereunder shall be for provisioning of Services. Neither SonicNet nor its affiliates, subsidiaries, employees or suppliers shall be liable to Subscriber for any special, indirect, incidental or consequential damages (including lost profits) arising from or relating to this Agreement, including, without limitation, damages claimed as a result of loss of data, hardware, or software; loss or liability resulting from access delays or access interruptions; loss or liability resulting from computer viruses; loss or liability resulting from data non-delivery or data mis-delivery; loss or liability resulting from errors, omissions, or misstatement in any and all information, goods, or services obtained on or through the Service. SonicNet's entire liability, and Subscriber's exclusive remedy, with the respect to use of the Service, service software, and any breach of the Agreement is strictly limited to a prorated portion of the amount paid to SonicNet for monthly fees.

**CPNI.** Subscriber Proprietary Network Information ("CPNI") shall be considered to be the confidential information of Subscriber. Except as otherwise expressly permitted in writing by an authorized representative of Subscriber, SonicNet agrees that it will not: 1) use the CPNI for any purpose other than to further the purpose of this Agreement; and 2) disclose or reveal the CPNI to any person or entity other than its employees, directors, officers, agents, and consultants who have a need to know to further the purpose of this Agreement and are subject to legally binding obligations of confidentiality and non-use no less restrictive than those contained in this Agreement. During the term of this Agreement, Subscriber will designate an account representative who has the authority to request Subscriber's CPNI under this agreement through its dedicated SonicNet account representative.

**CALEA.** Pursuant to the Communications Assistance for Law Enforcement Act (CALEA) (47 U.S.C. §§1001-1010) SonicNet will provide assistance to all local, state and/or federal authorities who provide the company with a Summons and Court Order or

a Subpoena. All requests are evaluated and reviewed on a case-by-case basis in light of any special procedural or legal requirements and applicable laws.

**Export Laws.** Subscriber expressly agrees to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. Subscriber further expressly agrees not to use the service(s) in any way that violates any provision of such laws or their implementing regulations.

**Security.** SonicNet makes an effort to keep its network secure, but no network security is perfect. While SonicNet may provide technical assistance, Subscriber is responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that Subscriber's data is not accessed by unauthorized third parties. SonicNet is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

**911/E911 Acknowledgement.** SUBSCRIBER ACKNOWLEDGES THAT SONICNET'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED AT THE E911 LIMITATIONS PAGE FOUND AT [WWW.SONICNET.US/POLICIES-TERMS/](http://WWW.SONICNET.US/POLICIES-TERMS/). SUBSCRIBER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING SUBSCRIBER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED AT [WWW.SONICNET.US/POLICIES-TERMS/](http://WWW.SONICNET.US/POLICIES-TERMS/). SONICNET OFFERS SUBSCRIBER WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING AND SUBSCRIBER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER SUBSCRIBER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. SONICNET ADVISES SUBSCRIBER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

**Privacy.** Subscriber understands and agrees that information provided to and collected by SonicNet in connection with the Services is subject to the SonicNet Privacy Policy found at <https://www.sonicnet.us/resources/policies-terms/>.

**Digital Millennium Copyright Act.** SonicNet maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Agreement and may be viewed at <https://www.sonicnet.us/resources/policies-terms/>.

**Retention of Rights.** Nothing contained in these Terms shall be construed to limit SonicNet's rights and remedies available at law or in equity. Upon termination of these Terms for any reason, SonicNet reserves the right to delete all Subscriber data, files, electronic messages or other Subscriber information that is stored on SonicNet or its suppliers' servers or systems. In addition, Subscriber may forfeit its account user-name and all email, IP and Web space addresses, and voicemail. In the event Subscriber cancels without porting its voice service and the associated telephone number(s) to another service provider, Subscriber will forfeit the telephone number. Subscriber shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

**Force Majeure.** Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Subscriber agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event of force majeure.

**Governing Law.** These Terms shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. The parties agree that the state courts of Wisconsin shall have sole and exclusive jurisdiction.