

By signing up and installing our broadband services, including but not limited to high speed data, video or phone, including 911 and E 911 services (individually and collectively "Services") provided by Meeker Cooperative Light and Power Association ("Meeker"), doing business as VIBRANT Broadband ("VIBRANT") (Meeker and Vibrant are collectively known as "VIBRANT"), you ("Customer") acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below. As used in this agreement, Meeker and VIBRANT shall mean both of its subsidiaries, agents, affiliates, representatives, employees, directors, and assigns. As used in this agreement, Customer shall apply to the individual signing below along with his/her family members, others living on the premises, guests, heirs, assigns, and representatives.

1. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on this work order. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. If a VIBRANT account transaction results in a credit after the monthly billing, said credit will be transferred to Member's electric account. Customer agrees to pay for all Services provided by VIBRANT including but not limited to charges for installation and equipment. Customer will comply with, and be bound by, the existing and all future amendments, alterations, changes or revisions of the by-laws of Meeker together with the Rules and Regulations of VIBRANT.
2. **SMARTHUB (FOR NON-MEMBERS ONLY).** (electronic bill pay processing portal) Customer is required to complete the SmartHub registration process following the in-home installation. Monthly bills will be distributed and available through SmartHub. Customers may elect to receive a paper bill for a monthly fee. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
3. **LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer understands and gives permission for VIBRANT to check the applicant's credit history and identity. Customer understands that VIBRANT may require a security deposit and/or issue penalty fees and/or finance charges for monthly charges not paid by stated due date. The penalty fee and/or finance charges are a reasonable estimate of costs to manage past due accounts. If Service is disconnected, VIBRANT may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any fees, before service is restored. If Customer's check is returned for insufficient funds, VIBRANT may impose a service charge based on the fee schedule. Further, Customer understands and agrees that VIBRANT may charge the credit card on file any time the account becomes past due, in accordance with applicable law. If Customer has not paid amounts due within 30 days of the due date, all legal methods may be used to collect amounts due. Customer agrees to pay VIBRANT for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
4. **OPERATION ROUND UP® / MEEKER COOPERATIVE ELECTRIC TRUST.** Applicants applying for service are enrolled to participate in Operation Round Up (if not already participating). Your bill will be rounded up to the next highest dollar. Monthly contributions may range from \$.01 to a maximum of \$.99. Monies collected are used to provide grants to worthwhile activities and community projects within the service territory and college scholarships. Contributions may be tax deductible. To opt out of the program, please contact Meeker Cooperative.
5. **COMMUNICATIONS, DISCLOSURES AND NOTICES.** VIBRANT will send out any and all communications, disclosures, and notices (disconnect notices, payment reminder notices, changes in terms of services notifications, etc.) in electronic form for any products, services and/or accounts that Subscriber had or applies for, either now or in the future. Subscriber agrees to keep Subscriber's email address current with VIBRANT. Should your email be deemed undeliverable by VIBRANT, VIBRANT will attempt to contact you through reasonable means as determined by VIBRANT. Subscriber may withdraw consent to receive electronic communications or update Subscriber's email address by calling VIBRANT at (320) 693-3231. Your withdrawal of consent will become effective only after VIBRANT has had a reasonable opportunity to act upon it.
6. **OWNERSHIP OF EQUIPMENT- RISK OF LOSS.** "Equipment" includes all Equipment installed by VIBRANT in or on Customer premises including, without limitation, inside or outside optical network terminals (ONT) and wiring. This equipment and other VIBRANT property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of VIBRANT. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the

outside units by VIBRANT or return of the inside units by Customer. Customer agrees to pay any inside Equipment lease charges associated with the Service. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to VIBRANT within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to VIBRANT for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to VIBRANT for the full replacement cost of any unreturned or damaged Equipment. Customer agrees to allow VIBRANT access to the property to remove any outdoor equipment. Further, Customer understands and agrees that VIBRANT may charge the credit card or bank draft on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

7. **TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.
8. **TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Service in person at the system office or by telephone. Account holders are liable for all Services rendered by VIBRANT up to the time the account has been de-activated and all inside Equipment has been returned. Customer agrees to allow VIBRANT access to the property to remove any outdoor Equipment. Customer will not attempt to remove any outside Equipment. Further, Customer understands and agrees that VIBRANT may charge the credit card or bank draft on file for any unpaid charges, the cost for any unreturned or damaged Equipment and/or contract cancellation fees, in accordance with applicable law.
9. **THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from VIBRANT.
10. **TERMINATION OF SERVICE BY SERVICE PROVIDER.** VIBRANT will give Customer five (5) days' prior notice of a disconnection of all or part of Service, except if the disconnection is requested by Customer. If Customer's bill is not paid after notification is received, VIBRANT may disconnect Service. Upon termination for any reason, VIBRANT may charge additional fees on any unpaid balance. Further, Customer understands and agrees that VIBRANT may charge credit card or bank draft on file in the amount of any outstanding balance, the cost for any unreturned or damaged Equipment and/or contract cancellation fees, in accordance with applicable law.
11. **CHANGES IN SERVICE/CHARGES.** VIBRANT may change or eliminate Services and charges.
 - a. VIBRANT will give Customer a 30-day notice of increases or other changes in charges, or
 - b. Services in conformity with applicable law.
12. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where VIBRANT completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing VIBRANT with written consent from original Customer and successor (unless previous party is deceased and, in that case, will need to provide a death certificate). Transferee agrees to sign VIBRANT Service Agreement. Service obligations are not transferred until new agreement is signed by successor Customer.
13. **SERVICE AND REPAIRS.** VIBRANT will make reasonable efforts to maintain system and respond to service calls in a timely manner. VIBRANT will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.
14. **ACCESS ON PREMISES.** As a condition of receiving Services, Customer grants to VIBRANT authorization to enter premises to construct, install, maintain, inspect, replace and/or remove all Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to VIBRANT a perpetual easement without charge to enter and to construct, install, maintain, inspect, replace and/or remove VIBRANT's Customer Premises Equipment (CPE), Optical Network Terminal (ONT), fiber optic lines and all other Equipment necessary to provide Services to Customer and others. Customer, if owner, will also grant the right to remove trees and obstructions to provide clear right-of-way for all

communication cable and equipment.

- a. If Customer is not the owner of the premise, Customer warrants that he/she has authority to grant such access to VIBRANT or that he/she has obtained the consent from the owner of the premises for VIBRANT to install and maintain Equipment as indicated on work order. In addition, Customer agrees to supply VIBRANT or VIBRANT's agent the owner's name, address and phone number and/or evidence that the owner has authorized in writing for the Customer to grant access to VIBRANT and VIBRANT's agents to the premises.
- b. Customer will be responsible for payment of any charges assessed by VIBRANT for visits to Customer premises to install, maintain, inspect, repair or remove any Services and Equipment, without limitation, in response to any difficulty caused, in whole or in part, by equipment, services or facilities not provided by VIBRANT, for service calls at times other than normal business hours and for any non-routine installation or maintenance.
- c. Customer agrees to provide VIBRANT employees and representatives with a safe working environment while on the premises. If a VIBRANT employee or representative deems the working environment unsafe in his/her sole discretion, Customer agrees that VIBRANT may not elect to provide any Services, including without limitation installation, repair, maintenance, support or training services, on the premises until such premises are deemed safe by VIBRANT.

15. **PRIOR ACCOUNTS.** Customer warrants that no monies are owing to Meeker or VIBRANT. If VIBRANT finds a prior account with Customer with monies owed to Meeker or VIBRANT, then VIBRANT may apply any funds received to that prior account. Prior accounts where money is owed to Meeker or VIBRANT must be paid in full before starting broadband services.

16. **WARRANTY DISCLAIMER: LIMITATION ON DAMAGES.** OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. VIBRANT DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND/OR PERFORMANCE OF THE SERVICE IS WITH THE CUSTOMER.

- A. VIBRANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF EITHER THE EQUIPMENT OR SERVICE FURNISHED HEREUNDER.
- b. LIMITATION OF LIABILITY. VIBRANT SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSION ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY SUBCONTRACTORS OF VIBRANT, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.
- c. CUSTOMER EXCLUSIVE REMEDY. VIBRANT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY VIBRANT OF ANY OBLIGATION VIBRANT MAY HAVE UNDER THESE TERMS AND CONDITIONS SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT. IN NO EVENT SHALL VIBRANT'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

17. **CUSTOMER INDEMNIFICATION.** CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS VIBRANT AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE VIBRANT FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY VIBRANT IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION.

- a. ARISING OUT OF (i) CUSTOMER USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

18. **SERVICE INTERRUPTIONS.** VIBRANT assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.
19. **VOICE 911/E 911 SERVICE USE AND SECURITY SYSTEM DISCLAIMER. LIMITATIONS AND LIMITATION OF LIABILITY.**
- a. PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE VIBRANT PHONE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO THE LIMITATIONS OF VIBRANT BROADBAND 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E 911 CALLS.
 - i. 911 SERVICE DOES NOT WORK IF CUSTOMER FAILS TO REGISTER OR UPDATE THE 911 SERVICE WITH CUSTOMER'S CURRENT LOCATION.
 - ii. 911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE.
 - iii. 911 SERVICE WILL NOT WORK IF CUSTOMER'S SERVICE HAS BEEN CANCELED BY CUSTOMER OR TERMINATED BY VIBRANT BROADBAND.
 - iv. CUSTOMER'S SECURITY SYSTEM **MAY** WILL NOT FUNCTION PROPERLY IF THERE IS AN ELECTRIC OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE.
 - v. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD VIBRANT HARMLESS FOR DAMAGES, CLAIMS, LAWSUITS, AND/OR DEMANDS RELATIVE TO ANY FAILURE IN THE 911 SERVICE OR SECURITY SYSTEM FUNCTION.
 - b. Most of VIBRANT customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. E911 service is available for all U.S. customers who register a valid E911 service and address.
 - c. With E911 service, when 911 is dialed from Customer's home, the Customer's telephone number and registered address is simultaneously sent to the local emergency center assigned to Customer's location, and emergency operators have access to the information they need to send help and call Customer back if necessary. If Customer lives in locations where the emergency center is not equipped to receive Customer's telephone number and address, Customer has basic 911. With basic 911, the local emergency operating answering the call will not have Customer's call back number or Customer's exact location, so the caller must be prepared to give them this information. Until the caller gives the operator Customer's phone number and location, he/she may not be able to call back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if the caller is unable to speak.
 - d. As additional local emergency centers become capable of receiving VIBRANT customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. VIBRANT will not inform you that the new local emergency centers have been added. If Customer's address is not covered by E911 service. VIBRANT advises Customer to attempt to register Customer's address periodically to determine if a new local emergency center has been added to Customer's area.
 - e. Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or the Customer did not register for an E911 service address. If Customer does not have access to basic 911 or E911, Customer's 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the Customer calling 911, and then contact the local emergency center for such Customer in order to help.
 - f. Emergency personnel do not receive Customer's phone number or physical location when Customer's 911 call is routed to a national emergency call center. Therefore, Customer must be prepared to give the operator Customer's phone number and location and any other information that the operator might request. Customer authorizes the national emergency call center to disclose Customer's name and address to the third party or parties involved with providing emergency services to Customer, including, without limitations, call routers, call centers, and local emergency centers.
 - g. Customer is responsible for informing any household residents, guests, and other third persons who may be present at the physical address where you utilize the 911 service of the important differences in and limitations of 911 service as compared with traditional 911 land line or cell phone service.
 - h. The documentation that accompanies each piece of equipment Customer may purchase or lease will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). If Customer does not purchase or lease equipment from VIBRANT, VIBRANT will send Customer one or more 911 Stickers. It is Customer's responsibility to place the 911 Sticker as near as possible to **each** phone that Customer uses with the service. If Customer did not receive a 911 Sticker with Customer's equipment, or Customer requires additional 911 Stickers, please contact VIBRANT's customer care

department at 320-693-3231 for more stickers at no additional cost.

- i. For each primary phone number that Customer uses for the phone service, Customer must register with VIBRANT the physical location where Customer will be using the phone service. When Customer moves to a different location, Customer must register Customer's new location. If Customer does not register Customer's new location, any 911 calls Customer make using the 911 service may be sent to an emergency center near Customer's old address. Customer must register Customer's initial location of use when Customer subscribes to VIBRANT phone service. Thereafter, Customer may register a new location by following the instructions from the "911" registration link in Customer's VIBRANT Account Portal. For purposes of the 911 service, Customer may only register one location at a time for each primary phone line Customer uses with the service.
- j. The 911 service does not function if Customer changes Customer's phone number or if Customer adds or ports new phone numbers to Customer's account, unless and until Customer successfully registers Customer's location of use for each changed, newly added, or newly ported phone number and receive confirmation from VIBRANT.
- k. Customer acknowledges and understands that the phone service and the 911 service does not function in the event of a power failure. Customer also acknowledges and understands that Customer's security system may not function properly in the event of a power failure and/or in the event that the phone service and/or 911 service is not functioning. Should there be an interruption in the power supply, the phone service, 911 service and Customer's security system will not function until power is restored. Equipment related to the phone service and security system may need to be reset or reconfigured.
- l. Customer acknowledges and understands that the phone service, a properly functioning security system, and the 911 service requires a fully functional broadband connection to the Internet and that, accordingly, in the event of an outage of, or termination of broadband service with or by Customer's Internet Service Provider ("ISP") and/or broadband provider, the phone service and the 911 service will not function and the Customer's security system will not function properly. If there is an interruption in the power supply and/or an ISP/broadband outage, the phone service and 911 service will not function, and the Customer's security system will not function properly, until the power supply is restored and/or the ISP/broadband outage fixed. Equipment related to the phone service and security system may need to be reset or reconfigured.
- m. Customer acknowledges, agrees, and understands that VIBRANT is not responsible for any service outage related to the loss of electrical power, connectively, suspension, or termination by Customer's broadband or ISP, the blocking of ports by Customer's broadband or ISP, suspension or termination of Customer's VIBRANT broadband services/account or any failures resulting from local or national disasters.
- n. **CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT NEITHER VIBRANT NOR MEEKER OR ITS SUPPLIERS, AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, HEIRS, SUBSIDIARIES, ASSIGNS, AND AFFILIATES AND ANY OTHERS THAT FURNISH SERVICES TO CUSTOMER, WILL BE LIABLE FOR ANY DAMAGE, WHETHER PERSONAL PROPERTY OR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM OR RELATING TO THE PHONE SERVICE OR 911/E911 SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY OUTAGE AND/OR THE INABILITY TO DIAL 911 OR E911 USING THE VIBRANT SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE CHARACTERISTICS AND LIMITATION OF THE VIBRANT SERVICE.**
- o. **CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD VIBRANT, MEEKER AND THEIR SUPPLIERS, AGENTS, REPRESENTATIVES, EMPLOYEES DIRECTORS, HEIRS, SUBSIDIARIES, ASSIGNS, AND AFFILIATES AND ANY OTHERS WHO FURNISH SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BROUGHT BY, OR ON BEHALF OF, CUSTOMER, OR ANY THIRD PARTY RELATING TO OR ARISING OUT OF THIS AGREEMENT, AS A RESULT OF THE PHONE SERVICE, ANY CUSTOMER SECURITY SYSTEM, AND/OR THE 911/E911 SERVICE, THE FAILURE OR OUTAGE OF THE PHONE SERVICE, ANY CUSTOMER SECURITY SYSTEM NOT OPERATING, ANY CUSTOMER SECURITY SYSTEM NOT OPERATING PROPERLY, THE 911/E911 SERVICE, INCLUDING, THOSE THAT HAVE SUFFERED OR CLAIM TO HAVE SUFFERED ANY DAMAGES RELATED TO THE 911/E911 SERVICE, INCLUDING 911/E911 DIALING AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE PHONE SERVICE OR THE 911/E911 SERVICE TO DIAL 911/E911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL.**
- p. **VIBRANT, MEEKER, AND THEIR RESPECTIVE SUPPLIERS DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING THE 911/E911 SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. VIBRANT, MEEKER, AND**

ITS SUPPLIERS DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. VIBRANT AND ITS SUPPLIERS RELY ON THIRD PARTIES TO ASSIST IN ROUTING 911/E911 SERVICE CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. VIBRANT AND ITS SUPPLIERS DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESOLUTION. NEITHER VIBRANT, Meeker, AND ITS SUPPLIERS, NOR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, HEIRS, SUBSIDIARIES, ASSIGNS, AND AFFILIATES, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE TELEPHONE SERVICE AND/OR THE 911/E911 SERVICE MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THE 911/E911 SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM VIBRANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- q. Customer acknowledges and understands that VIBRANT and its suppliers do not offer Lifeline service. If Customer is not comfortable with the limitations of the 911/E911 Service, VIBRANT, MEEKER, and its suppliers strongly recommend that Customer always has an alternative means of accessing emergency service.
- r. **Customer understands and acknowledges that access to VIBRANT's Phone Service may be lost or the Service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) VIBRANT NETWORK OR FACILITIES ARE NOT OPERATING (ii) BROADBAND CONNECTION IS LOST; (iii) CUSTOMER IS EXPERIENCING A POWER OUTAGE (iv) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINAL (ONT) IS INTERRUPTED; and (v) CUSTOMER FAILURE TO PROVIDE A PROPER SERVICE ADDRESS OR MOVING THE SERVICE TO A DIFFERENT ADDRESS. Customer understands and acknowledges that in order for your 911/E911 calls to be properly directed, VIBRANT must have current service address and if Service to a different address without VIBRANT approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the VIBRANT Phone Service (including 911/E911) may fail altogether. Customer is required to notify VIBRANT of any change of address of the voice enabled advanced modem for 911/E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law VIBRANT shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Services, including the VIBRANT Phone and 911/E911 services.**

20. DIRECTORY LISTING. VIBRANT will use its best efforts to provide directory listing information to a director containing Customer's listing information. VIBRANT will not be liable for the content or accuracy of any Customer listing information (including, but not limited to, a failure by one or more directories to "un-publish" a number; one or more directories publishing a wrong number, one or more directories failing to publish a listing, or one or more directories publishing a listing and/or number in an incorrect directory). CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND VIBRANT AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS, FROM AND AGAINST ANY DAMAGES, LOSSES, LIABILITIES, DEMANDS, CLAIMS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF, ARISING FROM, RELATED FROM, OR RELATED TO, DIRECTORY LISTINGS AND/OR ARISING OUT OF, ARISING FROM, RELATED FROM, OR RELATED TO, ANY CLAIM OF FAILURE BY ONE OR MORE DIRECTORIES TO "UN-PUBLISH" A PHONE NUMBER, ONE OR MORE DIRECTORIES PUBLISHING A WRONG NUMBER, ONE OR MORE DIRECTORIES FAILING TO PUBLISH A LISTING, OR ONE OR MORE DIRECTORIES PUBLISHING A LISTING, INACCURATE USE OF THE CUSTOMER LISTING INFORMATION, AND/OR NUMBER IN AN INCORRECT DIRECTORY.

21. INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between VIBRANT facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of VIBRANT. Actual internet speeds vary due to many factors including the capacity or performance of your computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, VIBRANT reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service

customers.

22. **INTERNET USE.** Customer understands that use of Services is subject to VIBRANT's Acceptable Internet Use Policy, which may be amended from time to time. Policy can be found online at VIBRANTbb.net, or by contacting VIBRANT at 320-693-3231. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. VIBRANT assumes no responsibility and disclaims any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. VIBRANT has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.
23. **TROUBLESHOOTING.** Please contact VIBRANT tech support 24/7 for service issues at 320-693-3231 relating to VIBRANT's internet and telephone services.
24. **COMPLIANCE WITH AGREEMENT.** VIBRANT reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services at any time for any reason.
25. **SECURITY SYSTEM.** It shall be the Customer's sole responsibility to inform VIBRANT, in writing and prior to installation of the Services, of any security system located on the Customer's premises. If the Customer fails to inform VIBRANT of any security system, the Customer waives any and all claims, suits, judgments, and/or causes of action that arise out of, arise from, and/or are related to the Customer's security system.