

## BUSINESS TERMS AND CONDITIONS

**Metronet** (hereafter “Metronet”, “we” or “us”) and the customer identified on the Business Agreement (“BSA”), Advanced Services Agreement (“ASA”), or other services agreement (“SA”) (hereafter “Customer”, “you” or “your”) enter into this agreement whereby we will provide you those services listed on the BSA, ASA, or SA, as applicable (“Fiber Services”).<sup>1</sup>

**Agreement.** These terms and conditions, together with our tariff, our Acceptable Use and Privacy Policy (“AUPP”), the BSA, the ASA, the SA, Additional Terms of Service Addendum, Managed Wi-Fi Terms and Conditions, Metronet Go Terms and Conditions, Bulk DISH TV Terms and Conditions, mFax Terms and Conditions, any Statement of Work (“SOW”), any Letters of Authorization and any other written terms and conditions that are attached to or are expressly incorporated into the BSA, ASA or SA that govern the Fiber Services purchased by you (all such documents related to your Fiber Services are collectively, the “Agreement”), form the entire agreement between Metronet and Customer regarding the Fiber Services.

**Documents Available Online; Electronic Notices and Signatures.** All documents that are a part of the Agreement may be found on our website at <https://www.metronet.com/>, <https://www.metronet.com/terms-conditions>, <https://www.metronet.com/aup-privacy>, <https://www.metronet.com/regulatory> and/or may be obtained through our customer service department. By signing the ASA, BSA or SA, activating any of our services, or using any of our services, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website referenced above.

You agree that we or third parties acting on our behalf may call or text you at any telephone number that you provide to us or that we issue to you, and that we may do so for any purpose relating to your account and/or the Fiber Services. You expressly consent to receive such calls and texts and agree that these calls and texts are not unsolicited. You understand and acknowledge that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. You also agree that we may email you at any email address you provide to us or we issue to you. Although our emails and texts to you may give you the ability to opt out, you may not be able to opt out of certain communications pertaining to your account, including but not limited to certain communications regarding transactions, emergencies, fraud or other violations of law, security issues, and harm caused to the network. Message and/or data rates may apply.

You consent to the use of electronic signatures for agreement(s) with us and consent to receive all agreements, terms and conditions, notices and disclosures we send to you online or through other electronic means (e.g. email or text over your wireless number, charges may apply). You also consent to and authorize us to act on your account (e.g. make billing changes, make changes to your Fiber Service and the Equipment, add Fiber Services, cancel Fiber Services, make address changes, add authorized contacts, etc.) using instructions given by you to us via telephone, text (charges may apply), email, or other means. Also, your consent may be given by: clicking a box or using some other electronic means indicating your acceptance, consent or acknowledgment; activating any of our services; or, using any of our services. If your email, wireless number for texting, or other address for electronic communications changes, please let us know promptly by contacting 1-877-407-3224 or at [business-customer-service@metronetinc.com](mailto:business-customer-service@metronetinc.com). The following hardware and software are required to access and retain the electronic documents: Adobe Acrobat Reader software and a computer running the latest version of Microsoft Internet Explorer or another compatible browser. These requirements may change from time to time. If you experience difficulties accessing electronic documents, please contact us at 1-877-407-3224 or at [Business-customer-service@metronetinc.com](mailto:Business-customer-service@metronetinc.com).

**Term.** This Agreement will be binding on you upon your execution of the BSA, ASA, or SA and the initial term of the Fiber Services will continue after the date that all of your Fiber Services are first available to you for the Term set forth in such BSA, ASA, or SA. If you purchase more than one Fiber Service from us, you agree that we may

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<sup>1</sup> Fiber Services may be provided by Metro Fibernet, LLC, CMN-RUS, LLC, Jaguar Communications, LLC, Climax Telephone LLC, CTS Telecommunications, LLC, Metronet Securitization Warehouse Borrower, LLC, Metronet DevCo Borrower, LLC, Vexus Fiber, LLC., Vexus Warehouse, LLC, Vexus Fiber Infrastructure, LLC, and/or their affiliates.

turn up your Fiber Services in stages and that the initial term of all Fiber Services will continue after the date that the last Fiber Service is first available to you for the Term set forth in such BSA, ASA, or SA. If you purchase a Fiber Service involving Equipment provided to you for self-installation, your Fiber Service will be considered available to you upon our delivery of the Equipment to you. Upon the expiration of the initial term, the Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term. We reserve the right to terminate the Service (or any part thereof) at any time during the initial term or thereafter in the event we cease to offer Fiber Service generally or to your location upon thirty (30) days advance notice.

**Early Termination Liability.** Except for a termination expressly permitted without early termination charges pursuant to these terms and conditions, and except as otherwise provided in this section, in the event you terminate (or we terminate due to your breach) this Agreement or any Fiber Service prior to the expiration of the then current term, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) seventy-five percent (75%) of the monthly recurring fees for the terminated Fiber Services, including the average monthly usage based fees, multiplied by the number of months and partial months remaining on the then current term; (ii) any unpaid non-recurring and recurring fees associated with the terminated Fiber Services; and, (iii) any recurring and non-recurring fees and costs we incur (or have contracted to incur) from other suppliers in connection with the Fiber Services or termination thereof (the total amount of clauses (i)-(iv), the "Base ETL").

If you terminate a Fiber Service before Metronet begins providing such Fiber Service, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to (that amount, "Pre-Activation ETL"):

- (i) an amount equal to any construction or other costs we incurred before notice of termination in order to serve your location; plus
- (ii) an amount equal to one of the following, as applicable:
  - a. If termination occurs within 7 days of executing the Agreement, you will owe 0% of the Base ETL.
  - b. If termination occurs between 8 and 30 days of executing the Agreement, you will owe 10% of the Base ETL.
  - c. If termination occurs between 31 and 60 days of executing the Agreement, you will owe 25% of the Base ETL.
  - d. If termination occurs 61 days or more after executing the Agreement, you will owe 50% of the Base ETL.

**Payment & Billing.** All non-recurring fees will be due within thirty (30) days of the date of your invoice. With the exception of non-recurring fees and usage-based charges, you will be billed monthly in advance for the Fiber Services. Tax-like charges and other local, state or federally charged, imposed or authorized fees and surcharges are not built into our rates, and therefore, will be included separately on your monthly bill. You agree to pay all charges stated in your bill including any taxes and surcharges no later than thirty (30) days following the invoice date without offset or demand. If you do not pay your bill in full by the due date, you may incur a late payment fee equal to the greater of, either (i) twenty-five dollars (\$25.00), or (ii) interest on the unpaid portion of your bill from the due date until paid, at three percent (3%) per month or the highest rate allowed by law. We may also terminate or discontinue some or all of your Fiber Services if we do not receive your payment by the due date. In the event that we disconnect your Fiber Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past due amount from you, you agree to pay our collection expenses including, but not limited to, court costs, service fees, collection fees, and attorneys' fees. It is our preference that you sign up for the automatic bank draft payment method and that we provide invoices to you electronically. If you elect to receive a paper invoice, you will incur a charge for each paper invoice. If you pay via debit or credit card, you will incur a credit card processing fee. If your payment is returned,

you may be charged an insufficient funds fee. If you miss a scheduled and confirmed appointment for installation, maintenance, or other services that require a technician to be dispatched to you, you may be billed a missed appointment fee. If we determine that a Service problem you reported is not caused by or due to Metronet, or its Equipment or network, we reserve the right to charge you a fee for the dispatching of a technician to your location and/or any work we perform, whether or not the problem is ultimately fixed. If your Service is suspended or disconnected for non-payment, and you make payment sufficient to restore Service, restoration may take at least 5 business days, and if your Service is suspended or disconnected for more than 30 days, restoration may require a full re-installation and may require a new contract to be signed.

**Equipment.** We may install equipment in and around your place of business. This equipment may include, but is not limited to, a Network Interface Device (“NID”), phones, switches, routers, set top boxes, gateways, wi-fi extenders, remote controls and cabling (collectively the “Equipment”). Unless you purchase the Equipment from us, the Equipment is the sole and legal property of Metronet and cannot be reused or resold in any manner. You agree that you will not, transfer, sell or move any of the Equipment to another location outside your place of business either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your place of business. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, transferred, sold or stolen while in your possession, you will be responsible for the cost as determined by Metronet of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or equipment located outside your place of business, and obtaining a signed return receipt from us.

**Installation.** You hereby authorize us and/or our contractors to enter your place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto property owned or controlled by you at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your place of business. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your place of business. We are not responsible for the operation, maintenance, repair or compatibility of your television, telephone, servers, computers, or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network. You agree that we will have no liability for any lost wages, lost revenue, and expenses you may incur as a result of any present or future work to be performed by us or any appointment made to perform present or future work. If you are not the owner of the premises upon which our Equipment or Fiber Services are to be installed, you warrant that you have obtained the consent of the owner of the premises for our representatives to enter or be on the premises for the purposes described in this Agreement. You agree to indemnify, defend and hold harmless Metronet, its affiliates and their representatives from and against any claims of the owner or manager of the premises arising out of the performance of this Agreement. In the event that the owner or manager of the premises terminates Metronet’s access to the premises for any reason such that it can no longer provide Fiber Services to you, this Agreement and Metronet’s obligation to provide Fiber Services automatically terminates without further obligation or liability to you and we may charge you the early termination liability described above. You agree to mark for us the location of any private utilities or other underground facilities on the premises (e.g. underground sprinklers, invisible fences) between the public rights of way and the Collocation Space (defined below). In the event you do not perform the activities you need to perform to allow Metronet to install or deliver services at any location (e.g. provide access to premises) we may (i) continue with service installation to the extent practicable and invoice you for the services as if service was delivered and activated, or (ii) discontinue service installation, terminate the order for service and charge you the early termination liability described above.

**Collocation Space.** To the extent that we need space in and around your place of business to provide you Fiber Services, including, but not limited to, any necessary easements, licenses, permits and building entrance rights required to connect our Equipment from the public right of way to your place of business (“Collocation Space”), you agree to provide us such Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space until the Agreement is terminated. You also agree to provide us with power sufficient for the operation of our Equipment. You will not charge us for the Collocation Space or the power usage of our Equipment. Additionally, you hereby grant us a license to access the Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and

regulations promulgated by you for the use and maintenance of the Collocation Space. We are not responsible for any delays in provisioning the Fiber Services or interruptions to the Fiber Services caused by your inability or failure to secure, maintain or give us access to the Collocation Space.

**Limitation of Liability and Indemnification.** CUSTOMER AGREES THAT ALL FIBER SERVICES ARE PROVIDED BY METRONET ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. ALL SPEED AND THROUGHPUT LEVELS FOR OUR INTERNET SERVICES STATED IN YOUR AGREEMENT ARE "UP TO" LEVELS AND REPRESENT THE HIGHER END OF THE RANGES OF SPEED AND THROUGHPUT YOU CAN EXPECT TO RECEIVE FROM OUR INTERNET SERVICE. BECAUSE THERE ARE MANY FACTORS OUTSIDE OF OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER CONFIGURATION, THAT MAY AFFECT THE SPEED OF YOUR INTERNET SERVICE, WE DO NOT WARRANTY THAT OUR INTERNET SERVICE WILL PERFORM AT ANY SPEEDS OR THROUGHPUT LEVELS. METRONET MAKES NO WARRANTY THAT THE FIBER SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER, TELEPHONE, SERVERS OR OTHER DEVICES FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING VIRUSES OR OTHER MALICIOUS SOFTWARE. METRONET IS NOT LIABLE FOR THE INTERCEPTION, USE OR DISCLOSURE OF CUSTOMER'S COMMUNICATIONS OR DATA AND IS NOT RESPONSIBLE FOR ANY FIREWALLS OR OTHER PROTECTIVE SOFTWARE OR DEVICE. CUSTOMER IS SOLELY RESPONSIBLE FOR PROTECTING THE SECRECY OF ITS USERNAMES AND PASSWORDS. CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE FIBER SERVICES WHETHER AUTHORIZED OR UNAUTHORIZED. NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE FIBER SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER AGREES THAT ALL USE OF THE FIBER SERVICES ARE AT CUSTOMER'S SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE FIBER SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES, POWER SURGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES, OR PARENT COMPANY BE LIABLE FOR LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE FIBER SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE IMPACTED FIBER SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE DATE THE EVENT GIVING RISE TO THE LIABILITY OCCURS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS METRONET, ITS AFFILIATES AND PARENT COMPANY, FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO THE USE OF THE FIBER SERVICES BY CUSTOMER OR OTHERWISE ARISING OUT OF CUSTOMER'S BREACH OF ANY MATERIAL TERM OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF CERTAIN LIABILITIES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, METRONET'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**Adjustments.** Subject to applicable law, for regulatory reasons or vendor changes which adversely affect the cost or ability of providing the Fiber Services, we may increase the rates charged to you, delete or modify the Fiber Services provided hereunder, or pass through to you all or a portion of any charge or surcharge directly or indirectly related to such regulatory activity or vendor changes. We will notify you if we initiate any of the foregoing changes, notification may be done by posting any such change on our website. If the proposed changes considerably increase the price of the Fiber Services or your duties and obligations under the Agreement, you may terminate the applicable Fiber Service with no further liability by delivering written notice to us no later than thirty (30) day following the date we notify you of the change. Your continued use of

the Fiber Services after the expiration of such thirty (30) day period will be deemed consent to any such changes.

**End User Authorizations; End User's Use.** To ensure compliance with certain legal and regulatory requirements, if you are purchasing the Fiber Services on a bulk basis for use by your tenants, residents, guests or other end user (the "End Users"), we may, or we may require you to, obtain a "Letter of Authorization" or other agreement with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If we request and you fail to obtain an LOA from any End User, you shall indemnify, defend and hold us harmless for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement. Metronet reserves the right to limit or restrict your or an End User's access to a Fiber Service in case of abuse, illegal activity or activity that may harm or detrimentally affect Metronet's network. Prior to restricting a Fiber Service, Metronet will endeavor to provide Customer with prior notice. If you are an End User of Fiber Services purchased on a bulk basis (e.g. purchased by your landlord for your use) and you purchase additional Fiber Services directly from us ("Direct Services"), and your landlord terminates the Fiber Services purchased on a bulk basis, not only will we terminate the Fiber Services on a bulk basis, but also we may be required to and we reserve the right to terminate your Direct Services.

**Third-Party Services or Equipment; Off-Net Services.** If you decide to enable, access or use services provided by you or a provider other than Metronet ("Third-Party Services"), your access and use of such Third-Party Services are governed solely by the terms and conditions of such Third-Party Services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services. We cannot guarantee the compatibility of such Third-Party Services with our Fiber Services. We also cannot guarantee the continued availability of such Third-Party Services features, and may cease enabling access to them without entitling you to any prior notice or refund, credit, or other compensation, if, for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Fiber Service in a manner acceptable to us. If you use Third-Party Services or equipment supplied by you or a provider other than Metronet ("Third-Party Equipment") for any purpose in connection with the Fiber Service, we are not responsible for the performance of the Third-Party Services or Third-Party Equipment, their compatibility with our Fiber Services or equipment, or the quality of the resulting service, and you may be charged a fee for any service that we provide related to such Third-Party Services or Third-Party Equipment. Furthermore, Metronet will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support, or maintenance regarding Third-Party Services or Third-Party Equipment. You agree to have a capable vendor or other capable person available if needed in connection with our Fiber Service installation, maintenance and delivery. If you are utilizing a Third-Party Service or Third-Party Equipment, you agree to indemnify, defend and hold harmless Metronet from and against any losses, damages or claims associated with the Third-Party Service or Third-Party Equipment. We can disallow your continued use of the Third-Party Service or Third-Party Equipment in the event of alleged unlawful or inappropriate conduct or if your use of them poses a threat to our network; if this results in termination of your Fiber Service, you will be responsible for early termination liability. If we decide to use another service provider to provide all, or a portion of, the Fiber Services we provide to you ("Off-Net Services"), then such Off-Net Services are offered subject to the initial and continued availability of such Off-Net Services. Metronet will work with the Off-Net Services provider so it can install, test, troubleshoot, repair, support, and maintain such Off-Net Services and you agree to cooperate with Metronet in working with Off-Net Services providers. We, in our sole discretion, may adjust rates, disconnect or cancel Fiber Service, if we are unable to obtain or maintain such Off-Net Services at rates and on terms acceptable to us.

**Dispute resolution; Governing Law; Arbitration.** This Agreement is deemed to have been executed and delivered within the State of Indiana, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana, without regard to the conflicts of law principles thereof. In the event of any dispute between the parties, before initiating any legal action or arbitration other than actions to collect past due amounts from you, a party will provide the

other party thirty (30) days written notice and meet and confer with the other party in a good faith effort to resolve the dispute. Any claim or controversy arising out of or related to this Agreement (including the issues of arbitrability of any such claim or controversy) shall be resolved individually, without any resort to any form of class action. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or the Fiber Services must be brought within one (1) year after such claim or cause of action arose or be forever barred. At Metronet's sole option, such claim may be resolved by binding arbitration, in which case the arbitration will be final, binding, and non-appealable, and conducted by the American Arbitration Association ("AAA"), pursuant to the American Arbitration Association Commercial Arbitration Rules and Mediation Procedures ("AAA Rules"). All arbitration shall take place before a single arbitrator selected pursuant to the AAA Rules, in Evansville, Indiana. The costs of the arbitration including, among other things, any administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. A judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereover. The parties hereto agree that, notwithstanding the provisions of this section, Metronet shall have the right to obtain injunctive or other equitable relief through an action in court. The parties further agree that venue and jurisdiction over any litigation, motion to compel arbitration or to confirm an arbitration award shall lie exclusively with the courts (state or federal) located in and having jurisdiction over Evansville, Indiana, and hereby submit to the jurisdiction thereof.

**Changes to Terms and Conditions.** Subject to applicable law and the provisions in the "Adjustments" section of this Agreement, we reserve the right to change these terms and conditions and the terms and conditions of the documents forming this Agreement, at any time without prior notice to you by amending the online version posted on our website. Any such changes will be effective upon posting of the revised terms on our website.

**IP Addresses.** Unless otherwise specified, Metronet's internet service is provided via dynamic Internet Protocol ("IP") version 4 addresses. Upon your request, in our sole discretion, we may assign one or more static IP version 4 or IP version 6 addresses to you ("Static IP Addresses"). If we make any such assignment, then you represent and warrant that: you are utilizing at least 80% of all Static IP Addresses currently assigned to you (from all internet service providers); for each individual Static IP Address assignment you have obtained, you are utilizing at least 50% of the IP addresses included in that assignment; and, you will utilize at least 80% of all Static IP Addresses assigned to you by us within 12 months of the assignment. All IP addresses are the property of Metronet and non-portable. You may not assign, lease, sell, or otherwise encumber Metronet's IP addresses. We reserve the right to change an IP address at any time for any reason. There is no guarantee an assigned IP address will be globally routable.

**General.** This Agreement represents the entire understanding and agreement between Metronet and Customer with respect to the Fiber Services and supersedes all prior agreements with respect to the Fiber Services, whether written or oral. No alterations or changes may be made to the Agreement, pricing schedules or any other document regarding any services provided by us except with the written approval of an officer of Metronet. Except for the one-year limitation set forth in the "Dispute Resolution; Governing Law; Arbitration" section of these terms and conditions, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder will operate as a waiver thereof. Except as otherwise expressly set forth in this Agreement, any exercise of any right or remedy hereunder shall not preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. Metronet may assign this Agreement without your consent, but you may not assign the Agreement without our prior written consent. The Agreement, a legally binding contract between Metronet and Customer, binds and inures to the benefit of their respective principals, successors and permitted assigns. The format, words and phrases used in this Agreement will have the meaning generally understood in the communications industry. This Agreement will be construed in accordance with its fair meaning and not against the drafting party. If a court, arbitrator or similar body determines that a portion of the Agreement is invalid or unenforceable, the remaining portion of the Agreement will remain in full force and effect. The invalid or unenforceable portion should be interpreted as closely as possible (consistent with applicable law) so as to reflect the intention of the original. The following sections of these terms and conditions will survive the expiration or termination of the Agreement: sections titled "Early Termination Liability," "Payment and Billing," "Equipment," "Installation,"

“Limitation of Liability and Indemnification,” End User Authorizations; End User’s Use,” “Third-Party Services and Equipment; Off-Net Services,” “Dispute Resolution, Governing Law and Arbitration,” “IP Addresses,” and “General.”