



SIMPLE FIBER

Internet and Voice Terms of Service

1. Agreement Structure

These Terms of Service ("Terms") govern Services provided by Simple Fiber LLC ("Simple Fiber" or "Provider") to a customer ("Customer").

Simple Fiber LLC (Provider)
1201 Pemberton Dr, Suite 2B
Salisbury, MD 21804

Customer information, selected services, monthly recurring charges, installation charges, service term, and other customer-specific terms are set forth in the applicable Service Order. If there is a conflict between these Terms of Service and an applicable Service Order, the Service Order controls only as to customer-specific business terms, and these Terms of Service control as to general service, legal, operational, and network terms.

These Terms may be used for residential or commercial services unless a Service Order or service-specific addendum states otherwise.

2. Acceptance of Terms

Customer accepts these Terms by ordering service, allowing installation, activating service, paying for service, using the Services, or otherwise agreeing to a Service Order. Customer represents that Customer is at least eighteen (18) years old and has authority to order service at the service location.

3. Services

Vendor provides high speed internet for third parties (each of which is a Customer). Simple Fiber will provide a fiber internet link with a demarcation determined upon installation.

For purposes of these Terms, "Services" means internet access, voice service, static IP service, bridge mode configuration, Wi-Fi equipment, customer-requested support, and any other service or feature ordered by Customer and accepted by Simple Fiber in a Service Order.

Customer will provide access during normal business hours to this electric/telecom closet for the purpose of providing service. References to an electric/telecom closet include any demarcation point, ONT location, equipment cabinet, communications room, wiring closet, network room, or other location where Simple Fiber facilities or equipment are installed.

4. Service Order; Plans; Charges

Customer-specific Services, selected plans or service packages, monthly recurring charges, installation charges, service term, add-ons, and other business terms are set forth in the applicable Service Order, invoice, quote, or other written pricing confirmation accepted by Simple Fiber.

Service is subject to availability and final site approval by Simple Fiber.

5. Installation; Private Utilities; Customer Responsibilities

Vendor or its authorized representative will install the equipment at Customer premises for the charges indicated within the applicable Service Order. Vendor will obtain a Miss Utility marking for the purpose of bringing service to the customer property. Miss Utility only locates and marks public utility infrastructure. Customer is responsible to locate and mark private utilities prior to Simple Fiber installation. Customer to mark

outer boundaries of septic and drain fields within 10 feet of the proposed service path and expose or mark all private utilities and underground facilities, including but not limited to electric, gas, irrigation, cable, well,

drainfield, etc., within 5 feet of the proposed service path. Vendor is not responsible for damage or repairs to unmarked privately owned facilities. Customer will remove any obstructions that may prevent Simple Fiber from performing installation of facilities. If settlement of trenching area should occur, Customer will infill the trench to prevent trip and fall hazard. Vendor will use best practices to install facilities safely and without damage to property. However, Vendor is not liable for rutting of dirt, gravel, asphalt, or cracking of concrete resulting from vehicular or equipment traffic used to perform service installation.

Customer is responsible for obtaining all permissions required from the property owner, landlord, condominium association, homeowners association, business owner, or other person with authority over the service location. Simple Fiber may decline, delay, or condition installation if required permissions are not provided.

Customer is responsible for providing a safe, accessible, and suitable location for installation and for providing electrical power at the demarcation, ONT, router, voice adapter, or other equipment location.

6. Access and Easement

Access and Easement: Customer grants Simple Fiber LLC at no charge, a permanent easement to, over, under, and across the property at the service address to construct, install, maintain, connect, reconnect, inspect, upgrade, remove and/or replace fiber, equipment, material, and infrastructure, including but not limited to cables, poles, splice boxes, conduit, and other necessary appurtenances (collectively, the facilities) installed by Vendor. If Customer does not own the property at the service address Customer will secure easement for Simple Fiber LLC in writing from the property owner prior to installation. The easement includes the right to attach cabling to buildings and installation of conduit and equipment within the building to provide service. Customer will provide Simple Fiber, its affiliates, access during normal business hours to the facilities in the electric/telecom closet or designated demarc location for the purpose of providing service and performing maintenance. Simple Fiber shall have the right to access the property at all reasonable times for the purpose of installation, testing, maintaining, removing, or repairing equipment. If a separate written easement, landlord consent, right-of-entry agreement, or construction authorization is required, Customer agrees to cooperate in obtaining it before installation.

7. Integrated Network; Core Facilities

Customer acknowledges that the service provided by Vendor is provided via an integrated network of cabling and facilities. Vendor facilities are linked together to provide redundancy and to maximize system network performance. Some facilities become core links in the network and may be required after termination of service. Vendor reserves the right to abandon facilities or to keep all or a portion of installed facilities if deemed core assets and the easement will remain in full force and effect. Customer acknowledges that fiber, conduit, splice cases, handholes, cabinets, drops, and related facilities may support other customers or network redundancy and may remain in place after Customer service ends.

8. Fees, Billing, Payment, Late Charges

Customer agrees to pay, in U.S. dollars, the charges applicable to the Services as set forth in the applicable Service Order, invoice, quote, or other written pricing confirmation accepted by Simple Fiber. Monthly payments are due on the first of each month and will be assessed a late fee of 10% if payment is not received by the 10th of that month. Charges begin when service is installed, activated, or otherwise made available to Customer, unless the Service Order states a different commencement date. Customer is responsible for all charges through the effective date of cancellation or disconnection. Customer must notify Simple Fiber of any billing dispute within thirty (30) days after the invoice or charge appears. Undisputed amounts remain due by the original due date.

9. Failure to Pay; Collections

Failure to pay: Simple Fiber reserves the right to disconnect service after 60 days of non-payment. A \$20 reactivation fee will be assessed to reactivate service.

Customer agrees to pay Simple Fiber in enforcing payment after default, including court costs, reasonable attorney fees, and other lawful collection costs.

10. Internet Speeds and Availability

Internet speeds may vary based on network conditions, customer equipment, Wi-Fi environment, inside wiring, device capability, and third-party networks outside Simple Fiber control. Simple Fiber does not provide a guaranteed uptime commitment, service-level agreement, or outage credit unless expressly stated in an applicable Service Order or separate written service level agreement.

11. Network Maintenance

In the event Vendor has to perform Maintenance, on its infrastructure that potentially could cause a service outage to Customer, Vendor will provide a notification to Customer, in writing or by electronic communication, at least forty-eight (48) hours in advance for Scheduled Maintenance, and will provide as much notice as possible for Emergency Maintenance. Emergency Maintenance is defined as reactive maintenance and occurs when equipment or services fail. Scheduled Maintenance is defined as proactive maintenance and occurs at regular intervals to ensure equipment or services are operating correctly.

Simple Fiber standard maintenance window is Sunday to Saturday from 12:00 a.m. to 6:00 a.m. local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Simple Fiber and the Customer. Simple Fiber provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Simple Fiber provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer.

12. Customer-Owned Equipment; Side Maintenance

Simple Fiber is responsible for maintaining a lit connection to the router or demarc location. Any customer equipment that requires maintenance or servicing beyond initial service will be considered side maintenance. All Customer requested side maintenance will be charged \$100 per hour during normal business hours and \$150 per hour outside normal business hours, including holidays. Normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time, excluding holidays.

13. Equipment; Power

If Vendor provides equipment for Customer, Customer assumes responsibility for the integrity of the equipment and accepts responsibility for any damages and replacement costs. Vendor ensures that the equipment is functioning properly at time of installation and assumes responsibility for any maintenance or replacement needed while Services are active from manufacturer error, or any routine upkeep required. Electric power is required to be provided by the customer at the demarc location in order for the Internet equipment to provide service. Customer is solely responsible for all charges related to supplying power and acknowledges that service will not be provided during power outages. Simple Fiber equipment remains the property of Simple Fiber unless expressly sold to Customer in writing. Customer may not sell, transfer, tamper with, modify, relocate, or permit any unauthorized person to service Simple Fiber equipment. Customer must return Simple Fiber equipment upon termination if requested by Simple Fiber and is responsible for loss, damage, or failure to return equipment.

14. Voice Service; 911 and Power Outage Limitations

If Customer orders voice service, Customer acknowledges that voice service may use internet protocol technology and requires a working internet connection, functioning Simple Fiber or customer equipment, and electrical power at the premises. Voice service, including 911 or E911 calling, may not function during a power outage, internet outage, equipment failure, suspension for nonpayment, relocation of equipment, or other

service interruption unless Customer provides and maintains backup power and all required equipment remains operational.

Customer is responsible for providing Simple Fiber with the correct service address and promptly notifying Simple Fiber of any address change. 911/E911 calls may be routed based on the service address in Simple Fiber records. Customer should not move voice equipment to another location without Simple Fiber approval.

Customer should maintain alternate means of calling 911, including a mobile phone, especially during power outages or internet outages.

15. Acceptable Use; Specific User

Customer agrees not to use the services for any illegal activity.

Customer may only use services for their individual business or residence. Customer is not permitted to redistribute this service to outside parties.

Customer may not resell, share, redistribute, or make the Services available to other premises, users, businesses, tenants, or the public unless expressly permitted in a written Service Order. Customer may not use the Services to violate law, infringe intellectual property rights, send spam, distribute malware, engage in hacking or unauthorized access, interfere with Simple Fiber network, abuse or threaten Simple Fiber personnel, or use the Services in a manner that harms the network or other users.

Simple Fiber may suspend, limit, or terminate Services to protect the network, prevent abuse, respond to legal requirements, address security threats, or stop prohibited use.

16. Security; Public Internet

Customer understands that Vendor is not a cybersecurity company and is supplying the public internet. Vendor does not warrant any protections related to specific services we provide.

Customer is responsible for securing Customer devices, networks, passwords, data, cameras, alarm systems, medical alert systems, payment systems, and other equipment or applications connected to the Services. Simple Fiber is not responsible for viruses, malware, data loss, unauthorized access, security breaches, or failure of third-party devices, applications, cloud services, alarms, cameras, or monitoring systems.

17. Term; Changes to Service

The term for service begins upon installation of service or change in service package.

The applicable initial term is stated in the Service Order. If the Service Order states a twenty-four (24) month term, the term begins on the date service is installed and activated unless the Service Order states otherwise.

Simple Fiber LLC reserves the right to change the Service, or any part thereof, at any time with or without notice to you. If such a change materially and adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service.

Simple Fiber may update these Terms or related policies from time to time. For material changes that adversely affect Customer, Simple Fiber will provide notice by bill message, email, website posting, customer portal, or other reasonable method. Continued use of the Services after notice becomes effective constitutes acceptance of the updated terms.

18. Termination Charges; Portability; Upgrades

In the event that Service is terminated following Simple Fiber acceptance of the applicable Service Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Simple Fiber in installing or preparing to install the Service plus twenty percent (20%). If Service is terminated after the Service Commencement Date, the following charges will apply: 50% of the monthly recurring charges with respect to remainder of the Service Term. 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 Service rendered by Simple Fiber through the date of cancellation or termination.

Customer may terminate an existing Service and turn up a replacement Service without incurring Termination Charges with respect to the Existing Service, provided that the Replacement Service must have a Service Term equal to the remaining Service Term of the Existing Service, monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service, Customer submits a Service Order to Simple Fiber for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Simple Fiber, Customer reimburses Simple Fiber for any and all installation charges that were waived with respect to the Existing Service, and Customer pays the actual costs incurred by Simple Fiber in installing and provisioning the Replacement Service.

Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that the upgraded Service must assume the remaining Service Term of the Existing Service, have the same points of termination on Simple Fiber network as the Existing Service, Customer submits a Service Order to Simple Fiber for the Upgraded Service and that order is accepted by Simple Fiber, Customer pays Simple Fiber applicable nonrecurring charges for the upgrade, and Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade.

19. Confidentiality and Proprietary Information

Each Party agrees to hold in confidence all Proprietary Information that it receives from the other Party. The Receiving Party will not disclose the Disclosing Party Proprietary Information to persons not having a need to know such Proprietary Information consistent with the purpose for which it was disclosed. Receiving Party will not use, directly or indirectly, any of the Disclosing Party Proprietary Information for any purpose that is in any way detrimental to the Disclosing Party. Receiving Party shall take reasonable precautions to protect the confidentiality and value of Disclosing Party Proprietary Information, including measures to prevent loss, theft and misuse. Receiving Party shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of Disclosing Party Proprietary Information. Receiving Party agrees to assist Disclosing Party in remedying any unauthorized use or disclosure of Proprietary Information caused by such Receiving Party.

20. No Warranties

Except as expressly stated in these Terms or a Service Order, the Services are provided on an "as is" and "as available" basis. Simple Fiber does not warrant that Services will be uninterrupted, error-free, secure, or available at all times, or that Services will meet every customer requirement or work with every device, application, alarm, camera, medical device, payment system, or third-party service.

21. Limitation of Liability

In no event shall Vendor or any of its directors, officers, employees, or agents be liable to Customer or anyone else for any indirect, consequential, special, incidental, punitive, or exemplary damages of any kind, including lost revenues, lost profits, or loss of business, resulting from the performance or nonperformance of these Terms or the applicable Service Order, whether due to breach of contract, breach of warranty, negligence of Vendor or any other party, or any other theory of liability, even if Vendor was advised beforehand of the possibility of such damages. In no event shall Vendor liability for the performance or nonperformance of its obligations under these Terms or the applicable Service Order exceed the amount actually paid to Vendor for the Services in the preceding year. The foregoing is intended as a complete allocation of the risks between the parties. Because the bargain struck and the price paid reflect such allocation, this limitation upon remedies will not have failed of its essential purpose.

The limitations in this section apply to all claims relating to the Services, equipment, installation, maintenance, outages, voice service, 911/E911 limitations, data loss, security incidents, customer equipment, and third-party services, to the fullest extent permitted by law.

22. Indemnification

Customer agrees to indemnify and hold Simple Fiber harmless from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of Customer use or misuse of the Services, violation of these Terms, violation of law, infringement of third-party rights, damage to Simple Fiber equipment

or facilities caused by Customer or persons at the service location, or use of the Services by anyone who accesses them through Customer account, premises, equipment, or network.

23. Termination for Material Breach

If either Party materially defaults in the performance of any of its obligations under these Terms or the applicable Service Order, which default is not substantially cured if curable within thirty (30) business days after notice is given to the defaulting Party specifying the default, the non-defaulting Party may terminate Services or the applicable Service Order as of a date specified in such notice of termination without penalty. For purposes hereof, a Party shall be deemed to be in material default if it materially breaches any of its duties, obligations or responsibilities under these Terms or the applicable Service Order, becomes insolvent, is or becomes a party to any voluntary or involuntary bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of such party and such proceeding has not been dismissed within thirty (30) business days of commencement, ceases conducting any business necessary to carry out the provisions of these Terms or the applicable Service Order in the ordinary course, makes a general assignment for the benefit of creditors, violates any provisions of these Terms relating to the other Party Intellectual Property or Proprietary Information, or fails to pay any amount owed when due. The foregoing enumeration of events constituting material default shall not be deemed exclusive.

24. Force Majeure

Vendor will have no liability to Customer under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that Customer is notified of such an event and its expected duration.

25. Assignment

Vendor may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms or the applicable Service Order. Customer may not assign or transfer the Services or these Terms without Simple Fiber prior written consent.

26. Technical Support

Technical support can be scheduled with our Tier 1 team during normal business hours, while emergency NOC will be notified in the event of a widespread outage outside of this time. Simple Fiber may provide support remotely, by phone, by email, through a customer portal, or on-site when Simple Fiber determines on-site service is appropriate. Customer-requested support for customer-owned equipment, Wi-Fi environment, inside wiring, devices, applications, cameras, alarms, or third-party services may be treated as side maintenance and billed at the applicable hourly rate.

27. Notices

Simple Fiber may provide notices by email, bill message, customer portal, website posting, text message, mail, or other reasonable method. Customer is responsible for keeping contact information current.

28. Privacy; Acceptable Use Policy

Customer agrees that the Services are also subject to Simple Fiber Privacy Policy, Acceptable Use Policy, Network Management disclosures, and any service-specific policies or addenda that Simple Fiber makes available or incorporates into a Service Order.

29. Governing Law; Venue

To the extent permitted by law, Customer, Simple Fiber, and any applicable co-signers submit to the jurisdiction of the Wicomico County District and Circuit Courts, and legal proceedings relating to the Services will be held in Wicomico County, Maryland.

These Terms are governed by the laws of the State of Maryland, without regard to conflict-of-law principles.

30. Entire Agreement; Severability; Survival

These Terms, the applicable Service Order, and any incorporated policies or addenda constitute the complete terms governing Customer use of the Services provided by Simple Fiber. If any provision is found unenforceable, the remaining provisions will remain in effect. Provisions that by their nature should survive termination, including payment obligations, equipment return, access to remove equipment, confidentiality, limitation of liability, indemnification, governing law, venue, and core facilities/easement provisions, will survive termination.