

Glacier Broadband Master Services Agreement

Revised Oct 2022

This Master Services Agreement (“Service Agreement” or “MSA”), consisting of these terms and conditions and all other documents referenced herein by and between Glacier Broadband LLC, (“Glacier Broadband,”) and the individual or entity to which this Agreement is attached (“Customer,” “you,” or “your”), sets forth the terms and conditions under which Glacier Broadband will make available its Standard Internet Access Service, Dedicated Internet Access Service and related services and components (collectively, the “Service”). This Service Agreement governs both residential and commercial Customers. “Affiliate” means an entity that controls, is controlled by or is under common control with Glacier Broadband.

By using the Service, Customers agree to be bound by the terms of this Service Agreement and all documents incorporated by reference herein, including without limitation Glacier Broadband’s Privacy Policy, DMCA Copyright Infringement Notification Policy, Acceptable Use Policy, and Additional Terms (terms and conditions that will govern a new service offering) as each may be amended from time to time. If there is a conflict between this Service Agreement and any Additional Terms, the Additional Terms shall govern. Premium Dedicated Internet Access (“DIA”) Service Customers are also subject to a separate written proposal that details their customized service (“DIA Proposal”), which is also incorporated by reference into this MSA.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT CUSTOMER UNDERSTANDS EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMER IN THE EVENT OF A DISPUTE.

THIS SERVICE AGREEMENT INCLUDES MANY IMPORTANT TERMS, INCLUDING WARNINGS THAT YOU MAY BE UNABLE TO USE TELEPHONY SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES, AND LIMITS AND DISCLAIMERS ON GLACIER BROADBAND’S LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Glacier Broadband regularly updates and amends this Service Agreement, the Privacy Policy, DMCA Copyright Infringement Notification Policy, and other documents incorporated by reference in this Service Agreement. Glacier Broadband will communicate any such updates or amendments to Customer in accordance with Section 19. Customer may obtain, at no charge, a copy of the

current Service Agreement or any documents incorporated by reference herein by visiting Glacier Broadband's website or by contacting Glacier Broadband.

1. **GENERAL OVERVIEW.** This Service Agreement governs the following components and services defined under Glacier Broadband's Service.

Customer may customize Customer's residential or commercial service(s) based on Customer's needs: Details about the following can be found on Glacier Broadband's website at glacierbroadband.com.

1. Standard Internet access service - Internet broadband access service for residential and commercial customers.

2. Dedicated Internet Service ("DIA Service") - Premium Internet broadband access service for high-volume commercial/government/institutional Customers.

Contact sales@glacierbroadband.com for more information.

3. Glacier Broadband Equipment - leased equipment (point to point systems). Contact sales@glacierbroadband.com for more information.

4. Customer technical/repair support, including support technicians.

2. **EQUIPMENT AND REQUIREMENTS FOR PROVISION OF THE SERVICE.**

Specific terms and conditions that govern a DIA Service Customer's use of their own equipment or Glacier Broadband Equipment are set forth in the DIA Proposal. The section only governs Standard Internet Access Service Customers:

1. Customer Equipment. To use the Service, the Customer must have a personal computer or other devices. Although Glacier Broadband is under no obligation to do so, Glacier Broadband may, and Customer authorizes Glacier Broadband to, perform any updates and/or changes to Customer's equipment, on-site or remotely, from time to time as Glacier Broadband deems necessary, in Glacier Broadband's sole discretion. Customers will direct any questions concerning third-party hardware or software to the manufacturer. Glacier Broadband has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elect to use in connection with the Services. As set forth below and in the Open Internet Policy, Customer is not permitted to connect any harmful equipment to the Glacier Broadband Equipment (as defined below). Customer understands that failure to comply with this restriction may cause damage to the Glacier Broadband Networks and subject Customer to liability for damages and/or other liability. Customer understands, acknowledges and agrees to not alter, modify or tamper with the Glacier Broadband

Equipment or the Service, or to permit, encourage or solicit any other person to do the same unless such person has been authorized to do so by Glacier Broadband.

2. Glacier Broadband Equipment. The customer agrees that the Glacier Broadband Equipment was installed at a location and in a manner authorized by the Customer. The Glacier Broadband Equipment is and shall remain the property of Glacier Broadband, and will be provided to the Customer under the terms set forth in this agreement. At such time as Customer or Glacier Broadband terminate the Service, Customer will return the Glacier Broadband Equipment to Glacier Broadband within ten (10) calendar days, and in accordance with Glacier Broadband's then-current return procedures. In the event that Customer has not returned the Glacier Broadband Equipment as set forth in the previous sentence, or in the event that the Glacier Broadband Equipment is damaged or otherwise inoperable, Customer will pay each applicable "Equipment Non-Return Fee" of \$200.
3. Customer's Obligation to Maintain Power to Glacier Broadband Equipment. Customer understands and agrees that: (i) Customer must provide electrical power and a continuous connection to the power grid to Glacier Broadband Equipment at all times (including, without limitation, when Customer is not using the Service), and (ii) Customer's failure to provide such power and continuous connection may result in damage to the Glacier Broadband Equipment or to Customer's computer, equipment, property or premises, for which damage Customer will be solely responsible.
4. Replacement and Upgrade of Glacier Broadband Equipment (i) Glacier Broadband will repair, replace, or otherwise upgrade any Glacier Broadband Equipment that, as determined by Glacier Broadband in its sole discretion, needs to be installed, replaced or otherwise upgraded. Notwithstanding the foregoing, Customer will be solely liable for, and Glacier Broadband shall have no obligation to repair, replace or otherwise upgrade, any Glacier Broadband Equipment that has been, in Glacier Broadband's sole discretion, damaged or otherwise requires repair, replacement or upgrade as a result of damage or disruption caused by misuse or neglect or otherwise caused by Customer, including, without limitation, damage or disruption caused by Customer's failure to comply with Section 2(e) herein or by Customer's failure to comply with the last sentence of

Section 2(a) herein. (ii) Glacier Broadband provides a limited warranty against any defect in materials or workmanship in the Glacier Broadband Equipment that is warranted by the manufacturer of such Glacier Broadband Equipment. During this one-year period, in the event there is a problem with the Glacier Broadband Equipment that is, as determined by Glacier Broadband in its sole discretion, not a result of action or inaction on the part of Customer, that cannot be corrected either over the telephone or on-site, Glacier Broadband will, as its sole obligation and Customer's sole remedy for such problem, repair or replace such Glacier Broadband Equipment at Glacier Broadband's expense. Customer understands, acknowledges and agrees that this warranty expressly excludes defects in the Glacier Broadband Equipment caused by acts of nature (such as, but not limited to, lightning damage), damage from misuse or neglect, water damage, damage caused by Customer's failure to comply with Section 2(e) herein or damage or other disruption caused by Customer's failure to comply with the last sentence of Section 2(a) herein. After such one-year period, Customer will be solely liable for any and all damage to any Glacier Broadband Equipment. (iii) Customer understands, acknowledges and agrees that Glacier Broadband's ability to provide an appropriate quality of Service to Customer and the other customers on the Glacier Broadband Networks may from time to time require upgrades or replacement of the Glacier Broadband Equipment, and Customer will be obligated to pay the then-applicable "Equipment Upgrade Fee" as established by Glacier Broadband from time to time, at such time as Glacier Broadband determines, in its sole discretion, that the Glacier Broadband Equipment may need to be upgraded or replaced to deliver higher levels of service.

5. Customer understands, acknowledges and agrees that prior to Glacier Broadband servicing any Customer equipment or Glacier Broadband Equipment with Customer, it is Customer's responsibility to (i) back-up the data, software, information or other files stored on Customer's device or other media from Customer's equipment. Customer agrees that whether or not Customer requests back-up services from Glacier Broadband and/or its Operational Service Provider, neither Glacier Broadband nor its Operational Service Provider(s) shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, or other

media. . An Operational Service Provider is a third party owned company that provides or performs services on Glacier Broadband's behalf, to help serve Customers better, or to perform internal functions that support Glacier Broadband's Service and operations.

3. **ACCESS TO CUSTOMER'S PREMISES.** Customer hereby grants Glacier Broadband and its Affiliates, and their respective employees, contractors, representatives and agents the right to enter Customer's property and premises at any time for the purpose of operating or maintaining the Glacier Broadband Equipment or the Glacier Broadband Networks, retrieving Glacier Broadband Equipment or fulfilling its obligations or exercising its rights under this Agreement. Glacier Broadband shall provide Customer with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Glacier Broadband, an emergency or other exigent circumstance exists that would require Glacier Broadband to immediately enter Customer's property and premises.
4. **CUSTOMER'S REPRESENTATIONS, RESPONSIBILITIES AND WARRANTIES.**
 1. If Customer is an individual, Customer represents and warrants that he or she is at least 18 years of age and has legal authority to execute this Agreement. If Customer is a commercial entity, the individual executing this Agreement represents and warrants he or she has legal authority to execute this Service Agreement on behalf of Customer.
 2. Customer agrees that the Service is personal to Customer and agrees not to assign, transfer, resell or sublicense Customer's rights under this Agreement unless specifically permitted by the terms of this Agreement. For residential Customers, Customer agrees that the Service and the Glacier Broadband Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. For commercial Customers, Customer agrees that the Service and the Glacier Broadband Equipment shall be used only by Customer and by authorized members of Customer's business located at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. Customer acknowledges that Customer is executing this Service Agreement on behalf of all persons who use the Service by means of the Glacier Broadband Equipment. Customer agrees that Customer is solely responsible and liable for any and all

breaches of the terms and conditions of this Agreement and any other documents incorporated by reference in this Service Agreement, whether such breach results from Customer's use of the Service or by another person using Customer's equipment or the Glacier Broadband Equipment.

3. Customer represents and warrants that Customer will not use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any local, state or federal statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any officer, employee, agent or representative of Glacier Broadband or its Affiliates; or (v) transmits any virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Glacier Broadband reserves the right to suspend Customer's access the Service at any time upon receipt of claims or allegations from third parties or authorities or if Glacier Broadband is concerned that Customer may have breached this Service Agreement. Customer (and not Glacier Broadband or its Affiliates, Operational Service Providers) remains solely responsible for Customer's use of the Service and any material transmitted through the Service, and Customer warrants that Customer possess all rights necessary to transmit such material.
4. Customer represents and warrants that the personal identifiable information ("Personal Information") Customer provided and will provide to Glacier Broadband during the term of this Service Agreement, including without limitation Customer's legal name, email address for communications with Glacier Broadband (such email address, as the same may be modified from time to time by Customer upon notice to Glacier Broadband, the "Account Email Address"), Service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House payments or other recurring payments) and Non-Personal Information, such as but not limited to the number of computers on which the Service is being accessed (all such information, collectively, the "Customer Information" for purpose of this Service Agreement is accurate, complete and current. (In the Privacy Policy, Non-Personal Information may also be classified as Personal Information if it is directly associated with or reasonably linked to Customer's account, computer or device.) Customer agrees to promptly notify Glacier Broadband, in accordance with the terms of

this Service Agreement, upon the occurrence of any change in the status of Customer's account (including, without limitation, the creation or removal of an Authorized User (as defined below)) or if there is any change in the Customer Information. Customer's failure to provide and maintain accurate Customer Information with Glacier Broadband constitutes a breach of this Service Agreement.

5. Customer agrees that Customer is responsible for anyone using the Glacier Broadband Equipment, Customer's computer system, password, name or Customer name in connection with the Service (with or without Customer's knowledge or consent) and for ensuring that anyone who uses the Service through the Glacier Broadband Equipment, Customer's equipment or access to the Service, does so in accordance with the terms and conditions of this Service Agreement. Customer agrees to take all reasonable measures necessary to ensure that the Service is not used by another person without Customer's consent. Customer understands, acknowledges and agrees that Customer is responsible for all use of the Service and Customer's account whether Customer or someone else uses Customer's account (with or without Customer's permission).
6. Customer is responsible for procuring and installing patches, any and all antivirus and firewall software/hardware and operating system patches, updates or supplements that may be necessary for (i) the protection and maximum functionality of Customer's computer and related equipment and the Glacier Broadband Equipment and (ii) the protection of the Glacier Broadband Networks and other customers. For purposes of clarification, Glacier Broadband and its Affiliates hereby disclaim any and all responsibility and liability for any damages that may arise from Customer's failure to procure or install the aforementioned security or other software and/or hardware and Customer agree that Glacier Broadband, its Affiliates and Operational Service Providers shall have no liability for Customer's failure to do the same.
7. Customer represents that there are no legal, contractual or similar restrictions on the installation of the Glacier Broadband Equipment in the location(s) and in the manner authorized by Customer. Customer is responsible for ensuring compliance with all regulations, applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions or other restrictions related to the installation of the Glacier Broadband Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the Glacier Broadband Equipment and/or provision of the Service (collectively, "Legal Requirements"). Customer

is solely responsible for any fines or similar charges for violation of any applicable Legal Requirements.

8. Customer is responsible for backing up the data on Customer's computer(s) and network(s) and understands, acknowledges and agrees that Glacier Broadband, its Affiliates and Operational Service Providers shall have no liability whatsoever for any loss of data.
9. Customer agrees to comply with the following terms and conditions for the use of Service: (i) Service is provided for use in conformance with this Service Agreement. Glacier Broadband reserves the right to investigate suspected violations of the Service Agreement. When Glacier Broadband becomes aware of possible violations, Glacier Broadband may initiate investigation which may include gathering information from Customer(s) involved and the complaining party, if any, and examination of Customers Material on Glacier Broadband's servers. Customers Material collectively includes, but is not limited to, any software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content. (ii) During an investigation, Glacier Broadband may suspend the account or accounts involved and/or remove Customers Material involved from its servers. If Glacier Broadband believes a violation of this Service Agreement has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to, temporary or permanent removal of Customer Material from Glacier Broadband's servers, warnings to Customer(s) responsible, and the suspension or termination of the account or accounts responsible. Glacier Broadband, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Service Agreement could also subject the Customer to criminal or civil liability.
10. Customer agrees to comply with the following terms for the use of "Customer Material," which collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content - anything installed by Subscriber on Glacier Broadband's servers not provided by Glacier Broadband: (i) Only lawful content in the public domain (e.g., images, video, audio, text, data, and programs) or content subject to the approval of the copyright owner may be downloaded or uploaded using the Service. Customer may re-distribute content in the public domain. Customer assumes all risks regarding the determination of whether content is in the public

domain or is lawful. (ii) Customer is prohibited from storing, distributing, or transmitting any unlawful content through the Service. Examples of unlawful content include but are not limited to direct threats of physical harm, obscenity, child pornography and copyrighted, trademarked and other proprietary material used without proper authorization. Customer may not post, upload or otherwise distribute copyrighted content without the consent of the copyright holder. The storage, distribution, or transmission of unlawful content could subject Customer to criminal as well as civil liability, in addition to the actions outlined in Section 3(i) herein. (iii) Customer may not store or distribute certain other types of material on Glacier Broadband's servers. Examples of prohibited material include, but are not limited to software, applications and programs containing viruses, trojans and other tools or technology that would compromise the security of Glacier Broadband or others. (iv) Customer represents and warrants that when Customer transmits, uploads, posts, or submits any Customer Material using the Service, Customer has the legal right to do so and that Customer's use of such Customer Material does not violate any copyright or trademark laws or any other third party rights. (v) Customer agrees that if Customer's Service is terminated for any reason, Glacier Broadband has the right to immediately delete all Customer Material, stored in or for Customer's account without further notice to Customer.

5. THE SERVICE AND PRIVACY.

1. Glacier Broadband has established a Privacy Policy ("Privacy Policy"), which governs Glacier Broadband's collection, use, disclosure, management and security related to Customer's personally identifiable information ("Personal Information"). Customer agrees that Customer received a copy of the then-in-effect Privacy Policy at the time Customer executed this Service Agreement. Subject to Section 23 herein, Glacier Broadband may update or amend the Privacy Policy at any time without Customer's prior consent, unless such consent is required by law. Glacier Broadband will, however, provide notice of any such changes or amendments as stated in Glacier Broadband's Privacy Policy. Customer understands, acknowledges and agrees that Customer's continued use of the Service after notice of any changes or amendments have been provided will indicate Customer's acceptance of such changes, except where further steps are required by applicable law. All such updates or amendments shall be deemed to be incorporated by reference into this Service Agreement.

2. Glacier Broadband does not routinely monitor a Customer's activity for violation of this Service Agreement and Glacier Broadband has no obligation to monitor content transmitted by use of, or other information related in any way to the provision or receipt of, the Service. However, Customer agrees that Glacier Broadband has the right to monitor the Service, any and all information or Customer Material transmitted through the Service or by use of the Glacier Broadband Equipment, and information available to Glacier Broadband regarding Customer's computer and other equipment in accordance with this Service Agreement. Glacier Broadband has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Glacier Broadband's, its Affiliates' or Operational Service Providers' servers. Glacier Broadband has the right to monitor, review, retain or disclose any content or other information in Glacier Broadband's possession about or related to Customer (including, without limitation, Customer Information), Customer's use of the Service, or otherwise, as necessary to satisfy any applicable law, or otherwise as Glacier Broadband deems necessary or appropriate in Glacier Broadband's sole discretion.
3. Glacier Broadband may require that Customer use a username and password combination or other reasonable procedures to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Glacier Broadband's authorized Customer service channels. Only Commercial Customers may also choose to designate an authorized user of Customer's account (an "Authorized User"), who will be permitted to access the Commercial Customer's account information and make certain changes to Commercial Customer's account. Commercial Customers will be solely liable for any and all action or inaction by any Authorized User.

6. **PASSWORDS.**

1. Residential accounts are for individual use only. Commercial accounts are for authorized personnel only.
2. Residential Customers shall not share passwords or accounts with others. Commercial Customers shall only provide passwords to authorized personnel.
3. Glacier Broadband shall provide or obtain passwords to protect Customer's account and Services. In the event that the security of a

Customer's account or Service is compromised, Glacier Broadband shall provide Customer with a new password.

4. Glacier Broadband may monitor the security of Customer's passwords at any time. A Customer with an insecure password may be directed to change the password to one which complies with the above rules. Customers who repeatedly choose insecure passwords may be assigned a password by Glacier Broadband; continued failure to maintain password security may be grounds for account termination.

7. **SYSTEM SECURITY.**

1. Customer is solely responsible for maintaining the security of Customer's computer(s)/device(s) and data and protection of Customer's User ID, password and Personal Information and other data. Glacier Broadband strongly recommends the use and appropriate updating of commercial anti-virus, anti-spyware, firewall software, and encryption of data, to the extent feasible.
2. Customer is prohibited from utilizing the Service to compromise the security or tamper with Glacier Broadband's system resources or accounts on any of Glacier Broadband's computers, routers, switches, servers, radios, modems, or any other equipment at Glacier Broadband or at any other website. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include but are not limited to password guessing programs, cracking tools, and network probing tools. Any attempt to access any of Glacier Broadband's corporate assets is strictly prohibited.
3. Glacier Broadband reserves the right to release the login names of Customers involved in violating system security to system administrators at other websites, in order to assist them in resolving security incidents. Glacier Broadband will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to Glacier Broadband's Privacy Policy and applicable law.

8. **ACCEPTABLE USAGE.** (a) "Acceptable Usage of Internet Service" is hereby defined as the normal activities associated with the use of the Internet, including but not limited to usage of Glacier Broadband's systems and the Glacier Broadband Networks for accessing the Internet, Email, and other Internet features.

9. **PROHIBITED INTERNET SERVICE ACTIVITIES.** Internet Service Activities specifically prohibited by Glacier Broadband include but are not limited to the following:

1. Background and/or server-type applications – Including but not limited to IRC bots, malware bots, spam bot, web servers and any other process which were initiated by the Customer that continues execution on the system upon Customer logout. FCC authorized smart home systems and IoT devices are excluded from this prohibition.
 2. Attempts to compromise system and/or network security – Programs such as packet sniffers, password crack programs, and similar utilities found to be running from Customer’s account are prohibited. This also includes attempts to hack into non-Glacier Broadband systems, networks, servers, websites or applications.
 3. Sharing of accounts – Sharing Customer’s Internet Service with another party for purposes of avoiding payment for a second Service is strictly prohibited. Customer may connect multiple computers/devices within a single location to Customer’s modem, router, and/or radio to access the Internet Service, but only through a single Glacier Broadband-issued IP address.
 4. Conducting commercial business through a personal residential account – The residential Internet accounts provided by Glacier Broadband are designed for the home/casual Customer and may not provide the level of service, capacity or speed required for conducting business. Therefore, conducting business with a residential account is not advisable. Please contact Glacier Broadband’s sales department to upgrade to a commercial account.
 5. Email abuse – Email abuse typically comes in one of three forms, the sending or transfer of a message to unsolicited individuals not in compliance with the CAN-SPAM Act, the sending of harassing and/or threatening messages to other users, and the forging of email addresses so as to make the email appear to be from another user.
 6. Pyramid/money-making schemes – Such activities as the transfer of information or solicitation of persons via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters are all prohibited.
10. **DIGITAL MILLENNIUM COPYRIGHT ACT.** Under the Digital Millennium Copyright Act (“DMCA”), copyright owners have the right to notify Glacier Broadband’s registered designated agent if they believe that a Customer has infringed on their work(s). When Glacier Broadband receives a complaint notice from a copyright owner, Glacier Broadband will notify the Customer of the alleged infringement by providing Customer a copy of the submitted DMCA notice, to the extent permissible by law. As required by law, Glacier Broadband enforces a graduated response policy to complaints that may lead to suspension or termination of service. Glacier Broadband’s policy is to terminate the internet services for any Customer receiving

twelve or more DMCA notices annually. Customer understands, acknowledges and agrees that Glacier Broadband will assess a “DMCA Administrative Fee” for the processing and handling of every complaint received after the second notice.

11. PENALTIES FOR VIOLATIONS OF SERVICE AGREEMENT.

1. All Prohibited Internet Service Activities as defined in Section 9 hereof are subject to immediate termination of Customer’s account and any and all criminal and civil penalties available under the law. The penalties imposed on Customer for such violations will vary based on the level of the offense. Typically, Customer will receive a warning on the first offense. However, if the offense is severe enough, Glacier Broadband reserves the right to disable the account immediately. Accounts which have been disabled for abuse will not be re-opened. It is vital for Glacier Broadband to provide a quality service for all Customers, and Glacier Broadband will not tolerate Customers who through their actions hinder Glacier Broadband in that endeavor. It is also important for Glacier Broadband to have a non-intrusive presence to the rest of the Internet, and thus prohibit activities that adversely affect Customers on other service providers and their associated networks. To this end, Glacier Broadband reserves the right to modify and/or disable Service at any such time the Customer violates this Service Agreement.
2. Glacier Broadband will not reimburse Customer when Service has been suspended or disabled due to violations of this Service Agreement.
3. If Service is disconnected for non-payment, Glacier Broadband is not obligated to re-connect Customer’s Service.

12. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

1. Glacier Broadband may provide Customer software for use in connection with the Service which is owned by Glacier Broadband or its third party licensors, third party suppliers, and Operational Service Providers (“Software”). Such Software will be subject to an additional fee. Glacier Broadband reserves the right periodically to update, upgrade, or change the Software remotely or otherwise and to make related changes to the settings and software on Customer’s computer(s)/device(s) or Equipment, and Customer agrees to permit such changes and access to Customer’s computer(s)/device(s) and Equipment. Customer may use the Software only in connection with the Service and for no other purpose.

2. Certain Software may be accompanied by an end user license agreement (“EULA”) from Glacier Broadband or a third party. Glacier Broadband’s use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes a EULA unless Customer first agrees to the terms of the EULA.
3. For Software not accompanied by a EULA, Customer is hereby granted a revocable, non-exclusive, non-transferable license by Glacier Broadband or its applicable third party licensor(s) or Operational Service Provider to use the Software (and any corrections, updates and upgrades thereto). Customer may not make any copies of the Software. Customer agrees that the Software is confidential information of Glacier Broadband or its third party licensors/Operational Service Providers and that Customer will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Glacier Broadband or its third party licensors/Operational Service Providers. Customer may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. Customer may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Glacier Broadband or its third party licensors/Operational Service Providers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

13. CUSTOMER’S PAYMENT OBLIGATIONS FOR STANDARD INTERNET ACCESS SERVICE. Payment obligations for DIA Service Customers will be set forth in the customized DIA Proposal. Customer understands, acknowledges and agrees to pay Glacier Broadband through the end of the Initial Term or any Renewal Term in accordance with Glacier Broadband’s current billing policies. Failure to fulfill any payment obligations in a timely

manner as provided herein will be considered to be a violation of this Service Agreement.

1. Customer agrees to pay the applicable Monthly Service Fee set forth in the initial invoice paid during the establishment of service, if any, (collectively the "Monthly Fees"), in advance, prior to the month billed, on or before the first day of the Customer's Monthly Billing Cycle. The full Monthly Fee is due for any part of a month for which service is provided.
2. Glacier Broadband shall not be obligated to provide the Service during Monthly Billing Cycles for which Customer has not paid the applicable Monthly Fees in advance. If at any time Customer's account has past due amounts or upon Customer's violation of this Agreement (including any documents incorporated by reference herein), Glacier Broadband may, in Glacier Broadband's sole and absolute discretion, suspend provision of the Service to Customer and/or terminate this Agreement. Amounts are past due if not paid before the first calendar day of Customer's Monthly Billing Cycle. Customer understands, acknowledges and agrees that Glacier Broadband is not required to provide notice before suspending the Service and/or terminating this Agreement, and Glacier Broadband will not be liable to Customer or any Authorized User for any such suspension or termination or any damages that may result therefrom.
3. Customer agrees to pay a "Reinstallation Charge" when Customer moves physical locations and would like to transfer the service to the new physical location.
4. Customer also agrees to pay all applicable federal, state, and local taxes and fees, including, but not limited to, those imposed after the date of execution of this agreement.
5. By signing this MSA, Customer also authorizes Glacier Broadband to invoice Customer and to automatically charge Customer's debit or credit card each month, or use other billing options (such as automatic deductions from checking or debit accounts) in accordance with Glacier Broadband's then-current billing policies, for all such fees, charges and taxes. Further, Customer hereby authorizes Glacier Broadband to charge Subscriber's credit card for all fees related to termination including payout of fees owed to Glacier Broadband for the remainder of the selected Term of the Agreement, equipment charges and any and all other fees related to termination to which the Customer is subject pursuant to the terms of this Agreement. If Subscriber owes money on any account, Glacier Broadband may deduct the amounts owed from any existing credit Subscriber has or

any security deposit provided or, if applicable, charge such fees to the bank or payment card account Subscriber has authorized Glacier Broadband to use. (1) Customer has a right to revoke his/her authority for Glacier Broadband to automatically charge Customer's credit cards by contacting Glacier Broadband in writing, or via telephone. (2) Customer has a right to a copy of the terms of Customer's payment.

14. DISCLAIMER OF WARRANTIES.

1. CUSTOMER EXPRESSLY AGREES THAT CUSTOMER USES THE SERVICE AND THE GLACIER BROADBAND EQUIPMENT AT CUSTOMER'S SOLE RISK. THE SERVICE AND GLACIER BROADBAND EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND EXCEPT TO THE LIMITED EXTENT SPECIFICALLY SET FORTH IN SECTIONS 2 AND 17(e) HEREIN, IF APPLICABLE, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER GLACIER BROADBAND NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY SUPPLIERS OR SOFTWARE LICENSORS WARRANTS: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF SERVICE; (II) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY PERSONAL INFORMATION, NON PERSONAL INFORMATION, DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER OR DEVICE. THIS INCLUDES, BUT IS NOT LIMITED TO, INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO CUSTOMER'S COMPUTER, DEVICE, OR NETWORK OR GLACIER BROADBAND EQUIPMENT, OR TO MONITOR CUSTOMER'S ACTIVITY AND CONDUCT WHILE USING THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM GLACIER BROADBAND SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF

A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

2. In addition, Glacier Broadband may, in its sole discretion, make available to Customer security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, anti-spyware or anti-adware software for Customer's use on Customer's computer system(s) in conjunction with the Service. Any such security software provided by Glacier Broadband to Customer is intended to provide only a minimal level of protection to Customer's computer system(s). CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT GLACIER BROADBAND AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD-PARTY SUPPLIERS AND LICENSORS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. CUSTOMER UNDERSTANDS AND AGREES THAT GLACIER BROADBAND AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD PARTY SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM(S) (OR THE INFORMATION STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NONPERFORMANCE.
3. CUSTOMER UNDERSTANDS AND AGREES THAT NEITHER GLACIER BROADBAND NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS OR THIRD PARTY SUPPLIERS AND LICENSORS GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE GLACIER BROADBAND NETWORKS OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE GLACIER BROADBAND NETWORKS WILL BE AVAILABLE TO CUSTOMER. Customer understands, acknowledges and agrees that the availability and speed of the Service provided at Customer's premises may vary depending upon a number of factors, including Customer's computer system(s), associated equipment and other devices accessing the Service, the terrain and location of Customer's premises, foliage between Glacier Broadband Equipment and other components of the Glacier Broadband Networks, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Glacier Broadband's control and system failures, modifications, upgrades and repairs.
4. Customer understands, acknowledges and agrees that Glacier Broadband may in the future offer other Customers on the Glacier

Broadband Networks Service with specific minimum service standards (including, without limitation, minimum standards for speed, bandwidth, latency or availability) (such minimum service standards that may be offered in the future “Future Enhanced Service”).

Customer further understands, acknowledges and agrees that Glacier Broadband shall be under no obligation to provide any Future Enhanced Service to Customer unless and until Glacier Broadband and Customer have executed a new agreement with respect to such Future Enhanced Service, which agreement may include, without limitation, such increased or modified Monthly Fees and additional terms and conditions as Glacier Broadband and Customer may agree.

5. Customer understands, acknowledges and agrees that Glacier Broadband may use various tools and techniques in order to efficiently and reasonably manage its networks and to ensure compliance with Glacier Broadband’s Open Internet Policy and Sections 8, 9 and 10 above (such tools and techniques, “Network Management Tools”). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code or managing network resources through techniques such as limiting the number of simultaneous peer-to-peer sessions that Customer may conduct, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other Network Management Tools as Glacier Broadband may from time to time determine appropriate.
6. Customer understands, acknowledges and agrees that, to allocate bandwidth across all of its Customers, Glacier Broadband may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.
7. Customer understands, acknowledges and agrees that, in order to provide redundancy or increased efficiency or otherwise to enhance the Glacier Broadband Networks, Glacier Broadband may install additional equipment at Customer’s premises, and any such equipment shall be deemed to be Glacier Broadband Equipment for the purposes of this Agreement. Customer further understands, acknowledges and agrees that Glacier Broadband may use the Glacier Broadband Equipment to provide Service to others in a manner that secures and separates Customer’s traffic and local area network from Service provided to others.
8. Customer understands, acknowledges and agrees that Glacier Broadband does not warrant that Service descriptions, information, graphic depictions, fees, product and or other components of the

Service are accurate, reliable, updated, current, complete or error-free. Despite Glacier Broadband's efforts, it is possible that a price for the Service (or a component of the Service) offered on Glacier Broadband's website, or the Service description may be inaccurate in some part. In the event Glacier Broadband determines that a Service contains an inaccurate price or description, Glacier Broadband reserves the right to take any action Glacier Broadband deems reasonable and necessary, in Glacier Broadband's sole discretion, to rectify the error, including without limitation, canceling Customer's order, unless prohibited by law. Glacier Broadband may make improvements or changes to any of Glacier Broadband's information, or Services described on Glacier Broadband's websites at any time without notice. Customer agrees to notify Glacier Broadband immediately if Customer becomes aware of any pricing or descriptive errors or inconsistencies with any Services Customer order and to comply with any corrective action that Glacier Broadband may take.

9. THIS SERVICE AGREEMENT GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

15. LIMITATION OF LIABILITY.

1. STATUTE OF LIMITATIONS: CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.
2. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL GLACIER BROADBAND OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY LICENSORS OR THIRD PARTY SUPPLIERS, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS SERVICE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF GLACIER BROADBAND UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US).
3. DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING, OR PARTICIPATING IN A 911 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR E911 SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING,

COLLECTING, OR PROCESSING INFORMATION FOR E911 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 911 OR E911 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS; (d) ADDITIONALLY, GLACIER BROADBAND WILL HAVE NO LIABILITY FOR THE FOLLOWING: (i) FOR ANY AMOUNT IN THE IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00 US); (ii) FOR ANY THIRD-PARTY FEES OR CHARGES, INCLUDING BUT NOT LIMITED TO, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES; (iii) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (iv) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (v) FOR ANY DAMAGES OR LOSS DUE TO CUSTOMER'S FAILURE TO BACK UP ANY EQUIPMENT AS REQUIRED IN SECTION 2(g) HEREIN; (vi) ANY LACK OR BREACH OF SECURITY CUSTOMER OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE SERVICE; (vii) FOR ANY MATTER BEYOND GLACIER BROADBAND'S REASONABLE CONTROL; (viii) FOR ANY INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE TELEPHONY SERVICE, INTERNET SERVICE, EQUIPMENT, OR OTHERWISE; OR (ix) CUSTOMER'S USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK OR UNLAWFUL USES, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

4. Customer understands, acknowledges and agrees that Glacier Broadband may block traffic to or from any source, including, without limitation, as it deems necessary to secure its network, eliminate spam, or in compliance with federal and state laws and regulations. Customer agrees that Glacier Broadband shall be entitled to damages if Customer transmits or is otherwise connected with the transmission of spam. Customer agrees that Glacier Broadband is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Customer agrees to pay Glacier Broadband liquidated damages of five dollars for each piece of spam transmitted from or otherwise connected with Customer's account.
5. Customer understands, acknowledges and agrees that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Customer's computer(s) or other equipment. Customers are responsible for putting in place and should put in place all appropriate security measures when using the Service. Customers

are responsible for any misuse of the Service that occurs through Customer's account, whether by a member of Customer's household or an authorized or unauthorized third party.

6. This Section 21, Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by the Customer or Glacier Broadband, for any reason.

16. AGREEMENT TO ARBITRATE (a) CUSTOMER AND Glacier Broadband AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN CUSTOMER AND Glacier Broadband. The agreement between Customer and Glacier Broadband to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between Customer and Glacier Broadband, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class and claims that may arise after the termination of this Agreement. For the purposes of this Section 22, references to Customer include Customer's subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the Service. CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND Glacier Broadband ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

1. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Glacier Broadband must be addressed to Glacier Broadband at the address set forth in this Service Agreement for notices. An Arbitration Notice to Customer must be addressed to Customer at Customer's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Customer and Glacier Broadband do not reach an agreement to resolve the claim within sixty (60) calendar days after the Arbitration Notice is received, Customer or Glacier Broadband may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Glacier Broadband or Customer shall not be disclosed to the arbitrator until

after the arbitrator determines the amount, if any, to which Customer or Glacier Broadband is entitled.

2. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to Glacier Broadband. The arbitrator shall be bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless Customer and Glacier Broadband agree otherwise, any arbitration hearings shall take place in St. Clair County, Illinois. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.
3. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND Glacier Broadband AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Glacier Broadband agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. (e) Notwithstanding any provision in this Agreement to the contrary, Customer and Glacier Broadband agree that if Glacier Broadband makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Customer may reject any such change by sending Glacier Broadband written notice within 30 days of the change. By rejecting any future change, Customer agrees that Customer will arbitrate any dispute between Customer and Glacier Broadband in accordance with the language of this provision.

17. INDEMNIFICATION.

1. Customer agrees to indemnify, defend and hold harmless Glacier Broadband, its Affiliates, officers, directors, employees, shareholders,

representatives, agents, Operational Service Providers, third party licensors and suppliers and their respective members, officers, directors, employees, agents, representatives and contractors, and each of their successors and assigns (collectively, the “Glacier Broadband Indemnitees”) from and against all losses, expenses, damages and costs, (including reasonable attorneys’ fees) and other claims brought against any Glacier Broadband Indemnitee(s) related to Customer’s use of the Service or any violation of this Service Agreement and all other documents incorporated herein by reference) including, but not limited to, claims that Customer’s use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, Customer’s violation of any law or the rights of another and claims resulting from Customer’s negligence. Customer agrees to pay any attorneys’ fees incurred by Glacier Broadband and/or any other Glacier Broadband Indemnitee in connection with the defense of any such third-party claims. Glacier Broadband reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with Glacier Broadband in asserting any available defenses.

18. TERMINATION OF THE SERVICE (a) IF CUSTOMER CANCELS THE SERVICE OR ANY ASPECT THEREOF FOR ANY REASON, GLACIER BROADBAND SHALL NOT BE REQUIRED TO REFUND CUSTOMER ANY PORTION OF THE MONTHLY FEES PAID BY CUSTOMER FOR THE MONTH IN WHICH CANCELLATION OCCURS, UNLESS REQUIRED OTHERWISE BY STATE LAW.

1. Customer may terminate the Service at any time by providing Glacier Broadband written notice, either via mail to the address set forth in Section 23(h) or email to support@glacierbroadband.com, ten (10) business days prior to desired termination date. Glacier Broadband may take reasonable steps to verify Customer’s identity and authority before effecting such termination. The full Monthly Payment is due for any part of a month in which Service is provided. Upon termination, Customer agrees to return any Glacier Broadband Equipment or pay the Equipment Non-Return Fee as set forth in Section 2 herein.
2. The Service and all Service features are subject to availability on an ongoing basis. Customer understands that Glacier Broadband may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without notice to Customer. Without limiting the generality of the foregoing, Glacier Broadband may suspend, disconnect or terminate the Service at any time without prior notice if

Glacier Broadband believes in its sole discretion that Customer have (i) failed to pay Customer's bill when due, (ii) threatened or harassed any Glacier Broadband employee, agent or contractor or (iii) violated any other provision of this Service Agreement.

3. If the Service to Customer is disconnected for any reason or Service is suspended in accordance with this Agreement, Glacier Broadband may charge Customer (i) for Service during the period of disconnection or suspension in accordance with applicable federal and state law and (ii) reasonable disconnection and reconnection fees.
4. In the event that Customer's account is suspended, disconnected or terminated, no refund, including of fees paid by Customer to Glacier Broadband, shall be granted. Moreover, Glacier Broadband shall not be responsible for the return of data stored on Glacier Broadband's servers, including web and email servers. Customer agrees that Glacier Broadband has no obligation to visit Customer's home upon termination to reconfigure Customer's computer(s) or for any other reason.
5. Sections 3 through 6, 8 through 10, 13, and 18 through 25 hereof shall survive any termination or expiration of this Agreement.

19. GENERAL PROVISIONS

1. This Service Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Service Agreement supersedes and nullifies all prior understandings, promises and undertakings made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.
2. The Parties agree that any Affiliates, Operational Service Providers, agents, third party suppliers and licensors of Glacier Broadband are intended beneficiaries of this Service Agreement. Except as set forth in the previous sentence, this Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Glacier Broadband.
3. No agency, partnership, joint venture, or employment relationship is created as a result of the Service Agreement and neither party has any authority of any kind to bind the other in any respect.
4. Glacier Broadband shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Glacier Broadband's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

5. This Service Agreement and all matters arising out of or related to this Service Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law provisions. Subject to the agreement between Customer and Glacier Broadband with respect to arbitration of any disputes, Customer agrees that the federal and state courts of Illinois alone shall have jurisdiction over all disputes arising under this Service Agreement and Customer consents to the personal jurisdiction of those courts.
6. Glacier Broadband's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this Service Agreement shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law or construed as nearly as possible to reflect the original intentions of the parties.
7. Glacier Broadband may change, amend, alter, or modify this Service Agreement at any time. Glacier Broadband may notify Customer of any change either by posting that change on Glacier Broadband's website (glacierbroadband.com), and by sending Customer an email or by U.S. mail. If Customer continues to use the Service after such notice has been made, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The current version of this Service Agreement, as the same may be modified by Glacier Broadband from time to time, shall supersede any prior version of this Service Agreement that may have been provided to Customer at any time.
8. Except as specifically set forth in this Service Agreement, any notices under this Agreement shall be effective as follows: (i) If to Customer: notice shall be made by (i) email to Customer's; (ii) by first-class mail to Customer at Customer's billing address then on file with Glacier Broadband; or (iii) when posted to the Announcements page of Glacier Broadband's website. If by email, such notice shall be deemed effective when transmitted by Glacier Broadband. If by first-class mail, such notice shall be deemed effective upon the earlier of (A) three business days after dispatch or (B) at such time as actually received by Customer. (ii) If to Glacier Broadband: notice shall be made exclusively by first-class mail to Glacier Broadband LLC, at PO Box 828 Somers, MT 59932, or such other address as Glacier Broadband may from time to time publish to Customer, and such notice shall be deemed effective upon receipt.

9. Customer may not assign this Agreement, or Customer's rights or obligations under this Service Agreement, without Glacier Broadband's prior written consent, and any purported assignment by Customer without such consent shall be void. Glacier Broadband may transfer or assign any portion or all of this Service Agreement at any time without notice to Customer, and Customer waives any notice that may be required by law.
10. By maintaining a current paid subscription to Glacier Broadband Internet Services Customer accepts the terms and conditions set forth in this Service Agreement. If Customer does not agree to the terms and conditions specified in this Service Agreement then Customer shall cease use of Glacier Broadband Internet Services and cancel subscription by calling (406) 309-7777.