

Connectivity & Internet Access Agreement



This Agreement constitutes a binding contract on you and governs the use of and access to the services by you, agents, and end-users. By accepting this Agreement, You agree to be bound by this Agreement as of the date of such access or use of the Service (the "Effective Date"). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Arrow Networks, LLC ("Arrow") that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Client," "You," "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. Arrow and Client may be referred to herein individually as a "Party" and collectively as the "Parties." If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services.

Recitals

The Customer desires to use Arrow's wireless internet access for data transport (the "Communication Transport Services" or "CTS") as well as other services described in Service Orders that incorporate these terms. Subject to this agreement and applicable Service Orders, Arrow agrees to provide CTS and other Services to Customer for authorized and lawful purposes only.

1. Definitions

Key terms include:

- a. Application: A computer program designed to perform specific user functions
- b. CPE: Customer Premises Equipment including software licenses, parts, cables, repairs, additions, and accessories
- c. CTS: Communication Transport System referring to Arrow network assets providing telecommunications
- d. Confidential Information: Either Arrow or Customer Confidential Information as defined in Section 23
- e. Customer Data: Information provided by Customer or End Users for storage in Arrow Facilities
- f. Cyber-Security Event: Unauthorized access attempts, disruptions, or misuse of Arrow Facilities or stored information
- g. DMCA: U.S. Digital Millennium Copyright Act
- h. End User: A person or company with a contract with Customer to use Services
- i. MRC: Monthly Recurring Charges
- j. MSA: Master Services Agreement
- k. Network: As defined in Section 2
- l. Network Facilities: As defined in Section 3
- m. NRC: Non-recurring charges
- n. Registered End User: An End User registered with Arrow to receive Services
- o. Services: Services Arrow provides as described in the applicable Service Order
- p. Service Order: Written agreement between Customer and Arrow incorporating these terms
- q. Software: Programs and operating information enabling computer functions
- r. Third Party Supplier: Persons or companies engaged by Arrow for software, hardware, or services

2. Delivery of Services

By entering into a Service Order, Customer agrees to take and pay for the Services during the term specified in the Service Order. Arrow agrees to provide those Services. Arrow has the right to limit how any portion of its network and facilities (the "Network") is used to protect technical integrity. "Arrow is not liable or responsible for content, errors in transmission, or failure to establish connection."

3. Installation and Interconnection of Services

Unless otherwise provided elsewhere in this Agreement or any Service Order, Arrow will pay for, provide, maintain, operate, control, and own (or be the licensee of) any network facilities such as equipment, cable, software, or facilities provided by Arrow or its licensors ("Arrow Facilities"), which will remain Arrow's personal property regardless of where located or attached. Customer may not rearrange, move or disconnect the Arrow Facilities, and is responsible for any damage to or loss of Arrow Facilities or interruption of the Services caused by Customer's conduct or that of its customers or end users. Arrow has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided in a Service Order. If Customer's or its customer's or an end user's equipment is incompatible with Arrow's Facilities or the Services, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer

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is responsible to ensure that its equipment does not interfere with the provision of or functionality of the Services to Customer or other parties with whom Arrow contracts. If, in responding to a Customer initiated service call, Arrow reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer- provided facilities, equipment or software, Customer will pay Arrow for such service call at Arrow's then prevailing rates.

4. Changes

Arrow may reconfigure, reprogram, substitute, rearrange or otherwise change any Arrow Facilities or its Services, whether such Arrow Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer without the Customer's knowledge or consent. Except as may be provided in a Service Order (or a Service Level Agreement pertaining to the Service Order), no specific advance notification period is applicable but Arrow will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

5. Term

Subject to the termination provisions of Sections 15 and 16 of this Agreement and Sections 8 and 9 of the Standard Terms and Conditions, the initial term for each service will commence and end on the dates indicated in the applicable Service Order. The initial term of services provided pursuant to each Service Order Agreement will automatically renew for successive one (1) year periods unless Customer notifies Arrow in writing of Customer's desire not to renew at least sixty (60) days prior to the expiration of the then current term. This Agreement shall continue until terminated by written notice as provided herein. Upon termination of this Agreement, all rights of Customer to receive services from Arrow will automatically cease, provided that this Agreement will continue until each service ordered is terminated pursuant to the terms of the applicable Service Order(s). Customer shall immediately return any and all CPE provided to Customer by Arrow in accordance with the CPE Agreement.

6. Customer Premises Equipment

The term Customer Premises Equipment ("CPE") refers to those items of equipment listed in a Arrow approved Service Order ("Order") and obtained by Customer under the Agreement. CPE includes appropriate licenses to use related software provided in connection with CPE and all parts, cables, repairs, additions and accessories to CPE.

6.1 Delivery Of CPE: Arrow will use reasonable efforts to deliver CPE to Customer within a reasonable time frame. All delivery dates provided by Arrow are an estimate and are based on the then-current lead-times, and upon Arrow's available CPE at the time of the Order. Arrow is not liable for failure to meet delivery or installation completion dates. Arrow will ship, at Arrow's cost, the CPE to Customer's designated site(s) in the United States set forth in the Order. If Customer is not ready to accept delivery at the designated site, Customer must notify Arrow at least thirty (30) days prior the delivery date to avoid handling charges.

6.2. Termination and Loss: Upon termination/expiration of any Service, or when Customer replaces/upgrades CPE, Customer must return terminated or replaced/upgraded CPE to Arrow at Customer's own expense within 15 days of termination or replacement/upgrade. Arrow will provide Customer with return instructions. Customer must deliver CPE to Arrow in the same condition as it was in when Arrow first delivered the CPE to Customer, normal wear and tear excepted, and provide Arrow with written notice of said return, including the date submitted. If CPE is not returned, Customer will be invoiced for the unreturned CPE, using the price tables listed below. If any CPE, in whole or in part, is lost, stolen, damaged, or destroyed, or is taken in any condemnation, court action, or similar proceeding (an "Event of Loss"), Customer will immediately notify Arrow of the Event of Loss, and provide Arrow with a description of the Event of Loss. Customer must immediately restore the affected CPE to good condition and working order, replace the affected item with identical CPE and software in good condition and transfer clear title and any sublicense to Arrow, or Customer will be invoiced for the affected CPE using the price tables listed below. Arrow may invoice and collect from Customer, all charges due under this section as a single amount. Customer may not sell or transfer title to any CPE without the express written consent of Arrow.

7. SIM Removal

Customer shall be prohibited from removing the SIM card from any CPE. Removal of a SIM card, by Customer will result in an automatic "locking" of the SIM card. The SIM card provided by Arrow will not function with any other device other than the CPE provided by Arrow. Any attempt, by Customer, to remove the SIM card will result in an automatic breach of this Agreement, and services under this Agreement will be terminated, immediately. Customer will be responsible for: (a) any applicable restocking fee as set forth in the CPE Agreement and Fee Schedule; (b) early termination charges, and all other applicable fees, as set forth in Paragraph 8; and (c) any other costs incurred by Arrow for the retrieval and return of CPE issued to Customer by Arrow.)

8. Early Termination Charges

Early termination of any service provided under a term plan is governed by Section 9.4 of the Standard Terms and Conditions, and the Early Termination Fee calculated under that Section shall apply to services provided under this Agreement. In the event of termination by either Party, other than a termination by Customer for cause, Customer shall not be entitled to reimbursement of fees already paid to Arrow. If Customer terminates a Service Order and enters into a new Service Order within one hundred and eighty (180) days of such termination, then payment of the Early Termination Fee will be offset against the monthly recurring charges to be charged over the term of the new Service Order.

If Customer desires to cancel a Service Order prior to the Initial Activation of that Service Order or prior to Arrow notifying Customer that the Services are available for Customer's use, the following conditions apply. Where a Service Order is canceled by Customer prior to the ordering of any equipment or installation of facilities, no charge applies. Where a service requiring the ordering of equipment is canceled after the equipment has been ordered, Arrow may collect charges equal to the cost incurred to restock the equipment and materials as of the date of termination, and for Arrow employees performing such work the charges will be calculated at Arrow's standard rates. Where cancellation is requested after provisioning work has begun, Arrow may collect charges equal to the cost incurred for the set-up and provisioning work on a time and materials basis, and for Arrow employees performing such work the charges will be calculated at Arrow's standard rates.

Upon termination of this Agreement, Customer shall immediately return any and all CPE provided to Customer by Arrow in accordance with the CPE Agreement.

9. Limitation of Liability

The total liability of Arrow and its underlying service and equipment providers to Customer in connection with this Agreement and any Service Order, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by Customer; or (b) the amount paid by Customer to Arrow under the applicable Service Order for the twelve (12) month period prior to accrual of the most recent cause of action. In no event shall Arrow be liable for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.

10. Force Majeure

Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, a Cyber-Security Event, adverse weather conditions, governmental action, labor difficulties, and failures or delays of supplier-provided equipment or services. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 30 days, the other party may terminate the affected portion of the Services.

11. Assumption of Risk

Customer recognizes that use of Arrow's property and Arrow's Facilities shall be at its own risk, and therefore, expressly assumes any risk arising from the use of any of the Services.

12. DMCA Policy

Arrow provides information to help copyright holders manage their intellectual property online, but Arrow cannot determine whether something is being used legally or not without their input. Arrow responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act (the "DMCA"). If Customer believes someone is violating Customer's or its End Users' copyrights, Customer should notify Arrow of the infringement immediately. Arrow, however, shall not be liable for any copyright infringements by Customer or any third-party.

13. Intellectual Property Rights

This Agreement and any Service Order does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property except as expressly provided therein.

14. Indemnity

Customer agrees to indemnify, defend and hold harmless Arrow, its underlying service and equipment providers, and its members, and the commissioners, officers, directors, employees, agents and other representatives of Arrow and its members from all losses or damages arising from Customer's breach of this Agreement, a Service Order, violation of any third-party intellectual property right, or any act or omission of Customer in connection with any service provided hereunder. Subject to the limitation of liability provisions provided herein, Arrow agrees

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to indemnify, defend, and hold harmless Customer from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Arrow.

15. Termination by Arrow

Customer default, service suspension, and termination by Arrow are governed by Sections 8 and 9 of the Standard Terms and Conditions. In addition to the rights set forth therein, Arrow may terminate this Agreement or any Service Order hereunder, or suspend services, upon thirty (30) days written notice if there is no Service Order then in effect, or upon no notice if there is an identifiable emergency and Arrow deems such action necessary in order to protect the property and rights of Arrow. No advance notice or opportunity to cure will be required with respect to a failure to pay undisputed amounts when due if a notice of termination for failure to make payments had been given to Customer during the preceding twelve (12) months. Upon termination of this Agreement, Customer shall immediately return any and all CPE provided to Customer by Arrow in accordance with the CPE Agreement.

16. Termination for Cause

Either Party may terminate this Agreement and any or all Service Orders for cause in accordance with Section 9.2 of the Standard Terms and Conditions. Termination by Arrow for cause, including termination arising from Customer's failure to pay any undisputed amount when due, shall constitute an early termination for purposes of Section 8 of this Agreement and Section 9.4 of the Standard Terms and Conditions. Upon termination of this Agreement, Customer shall immediately return any and all CPE provided to Customer by Arrow in accordance with the CPE Agreement.

17. Effect of Termination

Subject to Section 5, if this MSA or a Service Order is terminated, then, regardless of the cause of the termination: (i) the rights granted by Arrow to Customer and its End Users will immediately cease; (ii) Customer will immediately delete any Software on its computers, (iii) Customer shall, immediately, return any and all CPE provided to Customer, by Arrow, in accordance with the CPE Agreement; (iv) Arrow will delete any customer Application and any Customer Data from its computers; and (v) upon request, each party will use commercially reasonable efforts to return or destroy all other Confidential Information of the other party, except Arrow may elect not to delete and may withhold returning Customer Data or Confidential Information until it has been paid in full.

18. Assignment

Customer shall not assign, pledge, transfer, or otherwise convey all or any part of the rights and privileges granted by this Agreement, any Service Order in any manner without prior written consent of Arrow, which consent it will not unreasonably withhold. Any transfer by merger, consolidation, or liquidation of Customer, or any change in the ownership of or power to vote the majority of its voting rights (whether effected in one or more transactions or events occurring over any twelve-month period of time) shall constitute an assignment for purposes of this Section. Customer may enter into agreements with other parties for transport circuits on terms consistent with this Agreement.

19. Taxes

Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that if there is any tax payable by it, but which is to be collected by Arrow which Arrow does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by Arrow, Customer shall immediately remit the same to Arrow or the agency, as directed by Arrow, even if such assessment arises after the termination of this Agreement or the applicable Service Order.

20. Representations and Warranties

- a. Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement and each Service Order.
- b. Arrow represents and warrants to Customer that any services provided hereunder or under the Service Order will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. Arrow does not warrant that its system or the services to be provided by Arrow will be error-free or uninterrupted

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, Arrow MAKES NO WARRANTY FOR IT OR ITS UNDERLYING SERVICE AND EQUIPMENT PROVIDERS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

21. Approval of Service Orders and Addenda

Upon request of specific services by Customer, Arrow will prepare and submit to Customer a Service Order (and attachments or addenda) describing the services, terms of services and fees for such services.

- a. If Arrow provides the Service Order and related documents through a "click and accept" procedure, then by clicking "I Agree", "OK", or a similar term, Customer acknowledges that it has read and accepted the terms and conditions of the Service Order and related documents and that the person responding to the proposal had the authority to do so.
- b. If the proposed Service Order is not signed by Customer or not approved through the "Click and accept" process described above, the Service Order (and its attachments and addenda) will still be binding upon Customer from and after the receipt and use of the Services by Customer.
- c. Any changes to the proposed Service Order that are submitted by Customer will be binding on Arrow only if approved in writing by Arrow.

22. Use of Name and Trademarks

Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

23. Confidentiality

- a. Arrow Data: Customer shall treat all information made available or disclosed to or developed or obtained by Arrow as the result of or related to this Agreement or a Service Order ("Arrow Confidential Information") as confidential. Such Confidential Information specifically includes all source codes to any software used to provide the Service. Customer will limit its use of Arrow Confidential Information to that which is necessary to receive or use the Services from Arrow.
- b. Arrow will treat all information and data received from Customer or its Registered End Users which is marked as confidential or would normally under the circumstances be considered confidential information ("Customer Confidential Information") as confidential. Without limiting the foregoing, personally identifiable information of Customer's end users will be deemed Customer Confidential Information.
- c. Except as provided herein, each party will use the other party's Confidential Information only for the purpose of providing or receiving the Services. Except as provide herein, neither party will disclose the other party's Confidential Information to any person other than employees, agents, Arrow's Third-Party Suppliers, and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will further ensure that its employees, agents and professional advisers who receive such Confidential Information will maintain the confidentiality of that information to the same extent as the receiving party is required to do hereunder.
- d. Either party may disclose Confidential Information that (i) is independently developed by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, (iii) becomes public through no fault of the recipient, or to the extent required by applicable law. If disclosure is required by applicable law, the recipient shall use commercially reasonable efforts to promptly notify the other party of such disclosure before such disclosure. Notwithstanding the foregoing, the recipient may disclose the requested information if refusal would: (a) result in a violation of law; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual.
- e. Notwithstanding any provision to the contrary in this Service Order, Arrow may also disclose Confidential Information or non-confidential documents which it deems advisable upon advice of counsel to disclose such information pursuant to any local state or federal law or court order, or any other applicable public disclosure requirement. In connection with any such disclosure Arrow agrees to provide the Customer seven (7) days written notice of impending release, provided that all liabilities or expenses incurred in connection with the non-disclosure or any applicable litigation shall be borne by the Customer, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that Arrow shall not be liable for any release which is either compelled by process of law, or where notice was provided and Customer took no action to oppose the release of information or documents.
- f. This provision will survive termination of this Agreement.

24. Third-Party Suppliers

Arrow may engage Third Party Supplier to provide parts of the Services. Arrow will ensure that its Third-Party Suppliers will only access and use Customer Data in accordance with the terms of the applicable Service Order. Customer consents to Arrow subcontracting the processing of Customer Data to Third Party Suppliers. At the written request of the Customer, Arrow will provide additional information regarding Third Party Suppliers and their locations.

25. Infringement Remedies

If Arrow reasonably believes the Services might infringe a third party's intellectual property rights, then Arrow may, at its sole option and expense: (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative. If Arrow does not believe these remedies are commercially reasonable, then Arrow may suspend or terminate Customer's use of the impacted Services.

26. Publicity

Arrow may include Customer's name or its trademarks in a list of Arrow customers, online or in promotional materials. Arrow may also verbally reference Customer as a customer of the Services. Customer may revoke this right to use its trademarks under this Section with written notice to Arrow and a reasonable period to stop the use.

27. Governing Law

This Agreement, and the Service Orders are governed by and subject to the laws of the State of Missouri, excluding its principles of conflicts of law.

28. Litigation

If either party commences litigation enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its costs and attorneys' fees from the other party.

29. Remedies not Exclusive

The remedies provided in this Agreement, or a Service Order shall be in addition to all other remedies to which Arrow may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

30. Jurisdiction; Venue

The parties consent to the personal jurisdiction of the courts of the State of Missouri so that any litigation concerning or arising out of this Agreement or a Service Order shall be brought in Missouri. The parties agree not to claim that Missouri is an inconvenient place for trial. The venue of any such legal action shall be the Circuit Court of Greene County, Missouri.

31. Waivers

No waiver of any provision or breach of this Agreement, a Service Order shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of or any other breach of this Agreement or a Service Order.

32. Survival

All provisions of this Agreement, which by their nature should survive termination, will survive termination or expiration of this Agreement and any applicable Service Order. Without limiting the foregoing, the Sections herein entitled Limitation of Liability, Indemnity, Use of Name and Trademarks, and Confidentiality shall survive termination or expiration of this Agreement or the applicable Service Order.

33. Entire Agreement

This Agreement constitutes the Service-Specific Terms applicable to connectivity and internet access services and forms part of the Agreement between Arrow and Customer as defined in Section 1.1 of the Standard Terms and Conditions. This Agreement does not supersede the Standard Terms and Conditions, the applicable Service Order Agreement, or any addendum, attachment, or other document incorporated into the Agreement, and shall be read together with each of them. Any conflict among those documents shall be resolved in accordance with the order of precedence set forth in Section 1.2 of the Standard Terms and Conditions. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties, provided that Arrow may update the Governing Terms as set forth in Section 3.2 of the Standard Terms and Conditions.