Internet Terms of Service

PREFACE

As your Internet Service Provider (ISP), Mi-Fiber, LLC requires each and every individual using the Internet Services provided at any time, and in any location to adhere to the following Terms of Service.

1. DEFINITIONS

"You", "your", and "Customer" refers to the person or entity that subscribes to Services and anyone who accesses the Services and Equipment provided to subscriber.

"We", "us", "our", and "Mi-Fiber" refer to Mi-Fiber, LLC, the provider of Services to you and as identified on your bill.

"Service(s)" refers to any services you have agreed to obtain from Mi-Fiber.

"Equipment" means any equipment or accessories you purchase, rent or lease from Mi-Fiber or those provided by Mi-Fiber for use in any manner in connection with your Services.

"User" refers to any person, whether authorized or unauthorized, using your Service or Equipment.

"Customer Agreements" refers to Mi-Fiber's Internet Terms of Service, Acceptable Use Policy, Privacy Policy, DMCA Notice, and the Internet Service Agreements.

2. AGREEMENT

You agree to be bound by these Terms of Service by (i) executing a copy of the Service Agreement, (ii) ordering a Service or (iii) using the Services provided by Mi-Fiber at Customer's location.

3. EQUIPMENT, LIMITED WARRANTY, IMPORTANT DISCLAIMER

(a) You will permit us to enter your premises to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you. You confirm that you are authorized to grant the rights described in this paragraph.

(b) After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make.

(c) We can make changes to Equipment and software through downloads from our network or otherwise. If you have a third party device attached to our Equipment, this may change its features and functionality. Upon request, Mi-Fiber may provide technical assistance as to Customer's personal devices, however, ***Customer agrees that Mi-Fiber shall do so as a customer service and Customer agrees Mi-Fiber shall NOT be liable for loss of data and/or any damage to any personal device.*** Mi-Fiber may charge you for time and material used, plus a trip charge, for this assistance.

(d) You may not move our Equipment to any location other than the location where you initially ordered to receive the Services without the prior written authorization of Mi-Fiber. This is true even if you have moved to a new location and continue to pay us for the Services. You may not remove or alter our logos or other identifying information on the Equipment.

(e) You must return any Mi-Fiber owned Equipment to us in a reasonably similar condition as when the Equipment was delivered and, if you fail to do so, we have your permission to retrieve the Equipment from your

premises at your expense. You are responsible for any and all applicable fees until we are in receipt of the Equipment. If we do not receive the Equipment within 30 days after the Services are terminated, we are entitled to assume that you have lost the Equipment. If Equipment has been lost, see section (f).

(f) If the Mi-Fiber owned Equipment is lost, stolen or damaged, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our Equipment is available from Mi-Fiber upon request. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Equipment or the losses we could suffer if a third party improperly gained access to our Services using Equipment we provided to you.

(g) The Equipment we provide to you at any and all times shall belong to Mi-Fiber. This includes Equipment that is lost, stolen or damaged and for which you have not reimbursed Mi-Fiber. If you recover previously lost or stolen Equipment for which you reimbursed us within thirty (30) days of the date return was required, you will return the Equipment to us and we will return the money you paid to us if all found Equipment is returned and is fully functional. However, any Equipment which is not in Mi-Fiber's possession within thirty (30) days from the date return was required will be deemed a total loss by Mi-Fiber, and return beyond this date will not be accepted, nor will any money be returned.

LIMITED WARRANTY AND IMPORTANT DISCLAIMER

DISCLAIMER AND LIMITATIONS OF LIABILITY: Mi-Fiber's liability to Customer for damages, from any cause whatsoever, and regardless of the cause of action stated whether in contract or in tort, including negligence, shall be limited to the replacement of the Equipment purchased from Mi-Fiber, that is determined to have caused the damage(s). Mi-Fiber shall have no responsibility or liability to customer or to any other person with respect to any of the following:

(a) Any liability, loss, personal injury or damage caused or alleged to be caused directly or indirectly by the Equipment or maintenance of Equipment, if applicable, or service or repairs to the Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in connection therewith.
(b) The use, operation or performance of the Equipment or any risk relating thereto.
(c) Mi-Fiber shall not be held liable for indirect, special or consequential damages, including interruption of service, loss of business or anticipated profits or Equipment failure due to act of nature, civil commotion, theft, negligence or unauthorized repairs by others.
(d) For breach of any warranty, expressed or implied, directly or indirectly arising out of Mi-Fiber's sale of Equipment or for workmanship or related services provided by Mi-Fiber.
(e) MI-FIBER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE, PERSONAL INJURY OR COMMERCIAL LOSS, ARISING FROM THE USE OF THE EQUIPMENT LEASED HEREUNDER OR ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT SEPARATELY OR IN COMBINATION WITH ANY OTHER CAUSE.

MI-FIBER LIMITED WARRANTY: Mi-Fiber warrants all Equipment against defects in materials or workmanship for one (1) year from date of purchase unless otherwise stated. Mi-Fiber's warranty is limited to the replacement or repair of the defective item. Defective items must be shipped prepaid. Customer is responsible for any/all shipping charges. Items damaged in transport will be returned to the Customer and all warranty is void. The foregoing remedy is Customer's only remedy for breach of this limited warranty. This warranty shall not apply to any item subject to misuse including STATIC DISCHARGE, failure by Customer to follow instructions, product modification, ordinary wear and tear, damages incurred during transport, negligence, improper operation or which have been installed or soldered or altered during assembly or use (by someone other than Mi-Fiber) and are not capable of being tested or resold. Modification, repair or attempted repair by anyone other than Mi-Fiber without the prior written permission of Mi-Fiber will void this limited warranty. Warranty is voided on any product that is found to have an altered, tampered with or removed serial number. Warranty and service provided by Mi-Fiber is NOT transferable. Customer understands that resale of any Mi-Fiber Equipment does NOT transfer any existing/remaining warranty and/or service to the final purchasing party. Warranty will be void on any product that has been installed or used outside that is not intended for outside use (not weather-resistant).

IMPORTANT DISCLAIMER: To the fullest extent permitted by applicable law, Mi-Fiber expressly disclaims the implied warranty of fitness for a particular purpose. Customer should understand that Mi-Fiber does not make

any representation that products purchased will suit Customer's particular purpose. Customer must rely on Customer's own skill or judgment in selecting suitable products for Customer. To the extent any implied warranty is applicable, such warranty shall be limited to 14 days from the date of purchase. Mi-Fiber is not responsible for typographical errors. Items are subject to availability.

4. YOUR FINANCIAL RESPONSIBILITIES

(a) You must pay for the Services and Equipment you receive in accordance with our billing practices, along with any installation charges and other applicable fees and taxes. If you have any questions about our prices or fees, please contact Mi-Fiber at 515-850-0500 or online at (www.mi-fiber.net).

(b) If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following:

- a late fee;
- a reconnect fee;
- interest on unpaid amounts; and
- any amounts we spend, including reasonable attorney's fees and expenses, to collect the money you owe us.

You confirm that such fees are reasonable in light of our costs in collecting past due amounts.

(c) At any and all times when your account is past due, Mi-Fiber reserves the right to suspend or terminate Services to your account.

(d) If we suspend any of your Services for failure to pay amounts you owe us or for violating our Customer Agreements, we may require that you pay us a fee to restore your Service.

(e) If your check or draft to us is returned for any reason including insufficient funds (or if your bank or credit card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us an insufficient funds charge in the amount of the bank's charge (i.e. a pass through) plus a $25 administrative fee.

(f) We may verify your credit standing, including through credit reporting agencies. For further information about this topic, please see our Privacy Policy.

(g) We may require a deposit or other guaranteed form of payment from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or credit card account you have authorized us to use.

(h) You authorize us to accept (and charge you for) any orders or requests for Services made through your account or from your location, whether or not these changes are made by you personally.

(i) We are not required to notify you of offers we make available to others, or to lower your rates to equal those contained in such offers.

(j) You must bring any billing errors to our attention within one year of the day on which you receive the bill or you will waive your right to (in other words, you will not be eligible to receive) a refund or credit.

(k) You cannot settle amounts you owe us by writing "paid in full" or any other message on your bill or check.

(l) If you provide us with a credit or debit card for billing or deposit purposes and the issuer gives you a new card on the account with a different expiration date, you authorize us to update our records to reflect the new expiration date and "pin" number/CSC and to continue to use the account as before.

(m) If a third party sues Mi-Fiber based on your use of our Services you agree to indemnify Mi-Fiber (in other words, make us whole) for any losses, including reasonable attorneys' fees and expenses, that we suffer.

5. ADDITIONAL INFORMATION FOR INTERNET SUBSCRIBERS

(a) We may use network management tools to make our Services operate efficiently. We will conduct maintenance from time to time that may interrupt the Services.

(b) We may set or change the maximum bandwidth limit or other characteristics of any high-speed Internet Service level. If we do, we may put in place additional terms and conditions to address usage that is not consistent with the resulting level of high-speed Internet Service. To maintain or improve Internet speed under these circumstances you may be required to pay an additional monthly rate, upgrade your level of Service or pay for additional bandwidth. We will notify you of any new or changed bandwidth limit for your high-speed Internet Service level and any related terms and conditions.

(c) We have an absolute right to monitor your bandwidth usage patterns and your compliance with our Customer Agreements.

(d) The Equipment and network design used to provide your high-speed Internet Service are state-of-the-art and have been developed to optimally deliver broadband Services. Within the broader Internet cloud, certain circumstances could arise that could affect underlying broadband Service performance received from Mi-Fiber. Speeds may vary depending on Equipment and connection, and while all Service speed descriptions shall be principally reflective of the speeds received by Customer, such speeds reflect an "up to" level of speed performance relative to those specified in the Customer's subscribed to Service. Internet Service is provided on a best effort basis. All advertised speeds may not be available in all locations.

(e) The Services we provide and the manner in which we deliver them will change from time to time, in part due to our efforts to improve our Services. These changes may impact the Services you receive today, may require that you alter or replace your own Equipment or its configuration, or lease new or additional Equipment from Mi-Fiber to continue to obtain the full benefit of those Services. If you are under a promotional offer with a set price for a set period of time, you are assured only that you will be charged that set price during the time specified. You are not assured that the Services you receive (or that our Equipment and system requirements) will remain the same.

(f) If you send or post materials through the high-speed Internet Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant Mi-Fiber, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates any of our Customer Agreements, we may, but have no duty to, delete the materials, block access to them or cancel your account.

(g) We will lease you a router required to access the high-speed Internet Service.

(h) You are responsible for securing your own devices, network, and passwords.

6. IF YOU HAVE SERVICE PROBLEMS, YOU MAY BE ENTITLED TO A CREDIT

(a) We will attempt to correct Service problems caused by our Equipment or software but we are not required to install, service or replace third party Equipment or software. Depending on the circumstances, we may charge you for service calls. Charges for a service call include a $40 trip charge and an hourly rate of $90/hour Monday-Friday 8 am to 5 pm, $250 per hour Monday-Friday 5 pm to 8 am and all day Saturday, and $350/hour all day Sunday and holidays.

(b) Mi-Fiber is not liable for Service interruptions. However, a loss of high-speed Internet for more than twenty-four (24) consecutive hours where the cause of the outage was within our reasonable control may qualify you for a limited bill credit. All credit requests must be made within thirty (30) days of your receipt of the bill following the outage or Service issue. Credit requests may be made by contacting Mi-Fiber at 515-850-0500.

(c) We have no obligation to compensate you for Service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include, but are not limited to, those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

7. WE MAY CHANGE OUR CUSTOMER AGREEMENTS

(a) We may change our customer Agreements by amending the online version of the relevant document and giving you 30 days advance notice. The notice may be provided on your monthly bill, as a bill insert, by email, or by other written communication. Unless you have entered into a contract that ensures a fixed rate for a period of time, we may also change the prices for our Services or the manner in which we charge for them.

(b) Your continued use of the Services following any change in our Customer Agreements, prices or other policies, indicates your acceptance of the change(s). If you do not agree to the change(s), you will need to contact Mi-Fiber at 515-850-0500 or customerservice@corp.mi-fiber.net to cancel your Services and return all Mi-Fiber owned Equipment.

(c) Any changes to our Customer Agreements are intended to be prospective only. Changes to any Customer Agreements will not have any effect prior to the date in which they are enacted.

8. ENFORCEMENT

INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE TERMS OF SERVICE OR ANY RELATED POLICY BY YOU OR ANY THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED A VIOLATION OF THESE TERMS OF SERVICE BY YOU. Mi-Fiber reserves the right to strictly enforce these Terms of Service. The following is a non-exhaustive list of manners in which Mi-Fiber may enforce these Terms of Service: by issuing warnings; suspension or termination of Services; by engaging in self-help and active investigation; or litigation and prosecution in any court or other appropriate venue.

9. LIMITATION AND DISCLAIMER OF LIABILITY, INDEMNIFICATION, SURVIVAL

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, MI-FIBER, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND/OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION, IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH:

(i) THE USE OF OR INABILITY TO USE THE SERVICE OR THE SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE SERVICE OR THE SITES; OR

(ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE OR THE SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE SERVICE OR THE SITES;

(iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE;

(iv) UNATHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS;

(v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES OR OUR SITES;

(vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO: ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND MI-FIBER'S REASONABLE CONTROL; OR

(vii) ANY OTHER MATTER RELATING TO OUR SERVICES OR OUR SITES, EVEN IF MI-FIBER OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THE SITES AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SERVICE AND/OR THE SITES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MI-FIBER UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL IN NO EVENT EXCEED THE LESSER OF (A) THE MONTHLY RECURRING CHARGE PAID BY CUSTOMER TO MI-FIBER FOR THE PRODUCT OR SERVICE WHICH DIRECTLY GIVES RISE TO THE CLAIM(S); OR (B) THE TOTAL FEES PAID BY CUSTOMER TO MI-FIBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACTUAL ACCRUAL OF THE FIRST SUCH CLAIM.
THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

(b) **Indemnification and Survival.** You shall defend, indemnify, and hold harmless Mi-Fiber, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Service, including, without limitation, 911 Dialing, or the Equipment. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

(c) **Content.** You will be liable for any and all liability that may arise out of the content transmitted by you or any User. You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Service and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Service to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

10. WARRANTY DISCLAIMER

WARRANTY DISCLAIMER – UNLESS OTHERWISE SPECIFIED, ALL EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. NO ADVICE, INFORMATION, OR STATEMENT GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. MI-FIBER DOES NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, AND YOU AGREE TO HOLD MI-FIBER HARMLESS FOR ANY SUCH PROBLEMS.

11. TERMINATION/SUSPENSION

You agree that Mi-Fiber may immediately terminate or suspend your account and/or any associated email addresses. Cause for such termination, suspension or change shall include, but shall not be limited to:

(i) breaches or violations of these Terms of Service or other incorporated Customer Agreements or guidelines;

(ii) requests by law enforcement or other government agencies;

(iii) a request by you (self-initiated account deletions);

(iv) discontinuance or material modification to the sites (or any part thereof);

(v) unexpected technical or security issues or problems;

(vi) extended periods of inactivity, and/or

(vii) engagement by you in fraudulent or illegal activities.

Termination of your account (or, if Mi-Fiber elects instead to suspend your account) may include the deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof).

Mi-Fiber has full and sole discretion to suspend or terminate an account and any associated email address. Mi-Fiber shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, loss of any associated email address, or loss of access to the sites.

12. YOU MAY NOT TRANSFER YOUR RIGHTS OR RESPONSIBILITIES TO ANOTHER PERSON

Unless transfer is performed with the consent of Mi-Fiber, you may not transfer or assign the Services, the Equipment or your obligation to comply with our Customer Agreements to any other person or entity.

13. CONFLICT BETWEEN LAW AND CUSTOMER AGREEMENT

If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the Agreement shall stand. The invalid or unenforceable portion shall be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intent of the original.

14. CONFLICT BETWEEN CUSTOMER AGREEMENTS

(a) The Customer Agreements constitute the entire agreement between you and Mi-Fiber. You are not entitled to rely on any agreements or undertakings made by Mi-Fiber personnel other than those contained in the Customer Agreements.

(b) If we have provided you with non-English translation of any of our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with Mi-Fiber and will control in the event of a conflict. The translation is provided as a convenience only.

(c) In the event of a conflict between these Terms of Service and any other document, the Terms of Service shall control.

(d) In the event of a conflict between these Terms of Service and the terms of any Addendum of the Terms of Service, the Addendum of the Terms of Service, as applicable, shall control.

15. INTELLECTUAL PROPERTY

(a) Non-exclusive, Non-transferable License; Retention of Rights. The right to use any of the Service granted to the Customer is nonexclusive and nontransferable, and Customer shall prohibit use of the Service by any third party other than Customer for such Customer's internal purposes. It is expressly understood that title to the Service, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property belong to Mi-Fiber or its underlying providers and does not pass to the Customer.

Restrictions: Customer shall not:

(i) copy or adapt the Service for any purpose, except as specifically permitted under the Customer Agreements;
(ii) use the Service except in accordance with all applicable laws and regulations, and except as set forth in any documentation or instructions provided by Mi-Fiber;
(iii) reverse engineer, translate, decompile, or disassemble the Service;
(iv) use the Service in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide Service or process data for the benefit of, or on behalf of, any third party other than the Customer;
(v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Service; or
(vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

(b) Copyright; Trademark; Unauthorized Usage of Equipment; Firmware or Software.

(1) Copyright; Trademark. The Service and Equipment and any firmware or software used to provide the Service, or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Service, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks,

trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(2) **Unauthorized Usage of Equipment; Firmware or Software.** You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. We reserve the right to prohibit the use of any interface Equipment that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface Equipment that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface Equipment with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

16. MISCELLANEOUS

(a) **Subcontractors**. You understand, acknowledge, and agree that from time-to-time during the term of this Agreement, Mi-Fiber may, in its sole and absolute discretion, delegate performance of some or all of its rights and obligations hereunder to third parties selected by Mi-Fiber. You hereby consent to such subcontracting activity, provided that Mi-Fiber shall remain accountable to you for the performance of any such obligations.

(b) **Disputes**. The Customer Agreements shall be governed and interpreted according to the laws of the State of Iowa.

(c) **Customer Agreements.** Mi-Fiber's Acceptable Use Policy, Privacy Policy, DMCA Notice, and Service Agreements, which can be accessed and read on Mi-Fiber's website www.mi-fiber.net, are incorporated herein by reference.

(d) **Consent to use Electronic Signatures and Records:** For your convenience, Mi-Fiber provides access to its Service online. This may require you to enter into agreements or receive notices electronically. As a result, you acknowledge and agree that by completing such documents electronically you agree to conduct electronically without limitation the particular transaction into which you entered. Further, you acknowledge the following:

(1) You have read and understand the electronic copy of electronic contracts, notices and records, without limitation including these Terms of Service, and any policies and any amendments;

(2) You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter;

(3) You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and,

(4) You agree to electronically receive information about the Service and other electronic records into which you thereby enter including, without limitation, these Terms of Service.