

DASH FIBER INTERNET STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS; AGREEMENT. These terms and conditions shall govern any Service Order entered into by Customer and Dash Fiber Internet (the "Agreement"). These terms and conditions and the Service Order shall be the Agreement for the ordered services ("Services").

1. DEFINITIONS.

- A. "Change Order Fees" shall mean any fees applicable if Customer requests any change to a Service Order after it has been accepted by Dash Fiber Internet.
- B. "Completion Notice" shall mean a written notice from Dash Fiber Internet that the Service order has been installed by Dash Fiber Internet pursuant to the Service Order and has been tested and is functioning properly.
- C. "Excused Outage" shall mean any failure, outage, unavailability, delay, or other degradation of Service related to, associated with or caused by scheduled or emergency maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the Dash network but including, without limitation, Customer's end users, third party network providers (including but not limited to providers of off-net services, loops, or facilities), traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of Force Majeure as defined herein
- D. "Expedite Fees" shall mean any additional fees applicable if Customer requests an expedite on a pending Service Order.
- E. "Facilities" shall mean any real or personal property owned, licensed, utilized, or leased by Dash Fiber Internet or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiberoptic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, and the like
- F. "Firm Order Commitment "FOC" shall mean the date Dash Fiber Internet targets for delivery of a Service to Customer, as provided via written notice from Dash Fiber Internet to Customer
- G. Moves/Adds/Changes (MAC) – Fees applicable if Customer requests support on MAC activity following acceptance by Dash Fiber Internet of a Service Order.
- H. "Services" shall mean any Dash Fiber Internet service provided to Customer pursuant to a Service Order.
- I. "Service Order" shall mean a request for Services submitted by Customer and accepted by Dash Fiber Internet in the form designated by Dash Fiber Internet.
- J. "Service Commencement Date" shall mean the first to occur of (i) the date set forth in any Completion Notice, or as otherwise provided for in this Agreement or (ii) the date Customer begins using the Service; whichever shall occur first.

2. **BILLING AND PAYMENT.** Billing shall commence upon installation. The Customer is responsible for payment of all invoices within 30 days of the date of such invoice of all charges for Services furnished hereunder. Prices quoted exclude taxes, fees and surcharges. Dash Fiber Internet will accept payments via check or electronic funds transfer. If paying by credit or debit card, a recovery fee will be applied to the payment for the credit card or debit card processing fees may apply; which shall be no less than such processing fee plus an administrative fee of 2.95% of the monthly recurring charge. All past due invoice amounts are subject to a late charge of 1.5% per month of the balance due, or such lesser maximum charge as required by applicable law. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder,

including reasonable attorney's fees. Dash Fiber Internet will charge a fee, as allowed by law, for each check returned for insufficient funds. Customer must notice Dash Fiber Internet no later than the date such invoice is due if Customer will withhold the disputed amounts, and failure to notice Dash Fiber Internet within such time frame and withholding monies shall constitute a material breach of this Agreement. If Customer has previously made payment and later disputes all or a portion thereof, Customer must provide notice to Dash Fiber Internet no more than sixty (60) days after Dash Fiber Internet's receipt of the payment in question. Customer waives all rights to dispute any payment previously made if notice is not provided to Dash Fiber Internet within the aforementioned sixty (60) day period. In the event any portion of an invoice is disputed, the parties shall make good faith efforts to resolve such dispute within 30 days of receipt of Customer's notice to Dash Fiber Internet of such dispute. If the dispute is resolved in favor of Dash Fiber Internet and Dash Fiber Internet has not yet received payment, Customer shall make payment within ten (10) days of written demand or the date of an invoice for such payment and shall include interest from the original due date to the date of payment, calculated as provided for above. In the event the dispute is resolved in favor of Customer and Customer has previously made payment, the amounts resolved in favor of Customer shall be either i) paid to customer within ten(10) days of written demand, or ii) credited back to Customer on the next regularly scheduled monthly invoice from Dash Fiber Internet, at Customer's option, and shall include interest from the original due to the date of payment or credit, as the case may be, calculated as provided for above.

3. ADDITIONAL FEES.

- A. **Cost Recovery Fee** - This fee allows Dash Fiber Internet to recover expenses including, but not limited to, federal and state regulatory and license fees, fees to fund telecommunications relay services, and costs associated with North American Numbering Plan Administration. It is neither government-mandated nor a tax.
- B. **Request Fees** - Should Customer request an expedited installation, or request changes to a Service Order after it has been accepted by Dash Fiber Internet, or requires assistance on Moves/Adds/Changes, additional fees will apply. When such requests are made, Dash Fiber Internet shall inform the Customer as to the amount of the additional fees that may be charged as described below:
 - i. **Expedite Fees** – If Customer requests an expedite on a pending Service Order, expedite fees would apply.
 - ii. **Change Order Fees** – If Customer requests a change to a Service Order after it has been accepted by Dash Fiber Internet, change order fees may apply.
 - iii. **Moves/Adds/Changes (MAC)** – If Customer requests support on MAC activity, additional charges shall apply.
 - iv. **Extension of Demarcation Point** – If Customer requests Services to be extended past the demarcation point, then inside wiring charges would apply.

4. **Directory Listings** - Customer is entitled to a single directory listing, which may include the name, address and telephone number of the individual, organization, firm, or corporation with whom the Service has been contracted at no charge to the Customer. If Customer desires additional directory listings, each additional listing will be provided to Customer at an additional monthly cost.

5. **USE.** Customer may use the Services for any lawful purpose for which they are intended, provided that Customer may not resell, sublease, or sublicense any dark fiber or collocation space provided hereunder. Customer shall not use the Services so as to interfere with or impair service over any of the facilities and equipment comprising the Dash Fiber Internet network or equipment or of any third party. Customer shall, at all times, use the Services in full compliance with all applicable laws and Dash Fiber Internet's Acceptable Use Policy located at <https://www.Dash Fiber Internet.net/acceptable-use-policy/>. For certain Private Line and Voice Services the Customer must certify and covenant the percentage of traffic interstate and intrastate jurisdiction in nature. If applicable to the Service, Customer certifies and covenants that more than 10% of the traffic on the Service is

interstate pursuant to the FCC's "Mixed-Use Rule" or so-called "10% Rule", unless expressly stated otherwise on the Service Order.

- 6. SERVICE DATE AND TERM.** The Agreement created by these terms and conditions and a Service Order shall become effective on the date the Service Order is signed by Customer and it shall continue in force until the Service is cancelled by Customer or Dash Fiber Internet. Dash Fiber Internet shall use reasonable efforts to make Services available by Customer's requested service date. Dash Fiber Internet shall not be liable for any damages whatsoever resulting from delays in meeting any service dates. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right of way approvals, and delays in actual construction work.
- 7. COMMENCEMENT OF BILLING.** Upon installation, testing and completion of the Service requested by Customer as set forth in the signed Service Order, Dash Fiber Internet will deliver to Customer a Completion Notice. Upon receipt of the Completion Notice, Customer shall have a period of seventy-two (72) hours to indicate that the Service has not been completed or is not properly functioning. Unless Customer delivers written notice to Dash Fiber Internet within such seventy-two (72) hour period that the Service is not completed in accordance with the Service Order and not functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from third parties (including carriers) needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Services. In the event that Customer notifies Dash Fiber Internet within the time period stated above that the Service is not completed and functioning properly, then Dash Fiber Internet shall correct any deficiencies in the Service and deliver a new Completion Notice to Customer, after which the process stated herein shall be repeated.
- 8. CUSTOMER RESPONSIBILITIES.** (a.) Access: Customer is responsible for securing, at its own cost, all authorizations for Dash Fiber Internet to access any part or aspect of the premises where Services are to be delivered, including but not limited to easements, conduit, and risers, so that Dash Fiber Internet and its contractors may install, repair, maintain, inspect, replace or remove any and all Facilities and Equipment provided by Dash Fiber Internet. Access to such premise shall be made available at a time mutually agreeable to Customer and Dash Fiber Internet. Dash Fiber Internet shall also have the right to obtain access to its cable installed in Customer-provided conduit at any splice or junction box. (b.) Provision of Equipment Space, Conduit, and Electrical Power: Customer shall provide the necessary equipment space, conduit, HVAC service and electrical power required to terminate and maintain the Facilities used to provide Service on the premises without charge or cost to Dash Fiber Internet, which must be made available to Dash Fiber Internet on a timely basis. Customer shall be responsible for assuring that premises is a safe place to work free from environmental hazards and any equipment space, conduit, other aspects of the premises are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws and applicable leases or other contractual agreements. (c.) Governmental Authorizations: Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to use their Service and comply with its obligations under this Agreement.
- 9. FRAUDULENT USE OF SERVICES.** Customer is responsible for all charges attributable to the use of Customer's Service or Facilities even if incurred as the result of fraudulent or unauthorized use of Service by any person, whether such use is authorized by, or known or unknown to Customer, except Customer shall not be responsible for fraudulent or unauthorized use by Dash Fiber Internet or its employees.
- 10. TOLL FRAUD.** In the event that Customer installs its own terminal communications equipment including, but not limited to, PBX on its premises which may access Dash Fiber Internet's toll services, it is expressly agreed

and understood that the security of, and fraud controls within, such terminal equipment are the sole responsibility of Customer. It is expressly understood that such terminal equipment may have the capability to allow calls to be originated from remote locations, routed through such equipment, and connected to Dash Fiber Internet's toll service, in the same manner as a call originated from Customer's premises. Any arrangement, commonly known in the industry as "remote calling or remote PBX access," could create opportunities for outside third persons to have toll calls appear to originate on, and be charged as originating from, such terminal equipment. The obligation to provide appropriate security to protect against unauthorized calls rests solely with Customer. It is expressly understood that Customer is responsible for all charges attributable to use of Customer's terminal equipment even if incurred as a result of fraudulent or unauthorized use of Customer's terminal communications.

11. EQUIPMENT.

- A. Title: Customer acknowledges and agrees that Customer has no right, title or ownership interest in any fiber, cable, space or other Facilities and equipment provided by Dash Fiber Internet. Customer shall neither create nor permit to be created any liens or encumbrances on any fiber, cable, space or other Facilities and equipment provided by Dash Fiber Internet. Upon termination of Service, Dash Fiber Internet shall remove its equipment and shall have the right, but not the obligation, to remove all other Facilities from any applicable premises.
- B. Maintenance: Dash Fiber Internet shall use reasonable efforts to maintain the Services in accordance with applicable Service Level Agreement. There are no additional charges for Dash Fiber Internet maintenance services on Dash Fiber Internet's Facilities and equipment however, Dash Fiber Internet shall have no responsibility for the maintenance and repair of facilities and equipment which it does not furnish. Customer shall be obligated to pay Dash Fiber Internet's standard charges when Customer requests maintenance or repairs and such maintenance or repairs needed is attributable to Facilities or equipment provided by Customer or a third party.

12. DEFAULT. If Customer shall fail to pay any undisputed amount required under this Agreement and such failure continues for ten (10) days after written notice to Customer, or Customer fails to comply with any other material provision of the Agreement and such noncompliance continues for thirty (30) days after written notice to Customer, Dash Fiber Internet, at its sole discretion, may elect to: (i) terminate the Agreement whereupon, in addition to all sums then due and payable, all future monthly or other charges hereunder shall become immediately due and payable and/or (ii) pursue any other remedies as may be provided by law or inequity.

13. FORCE MAJEURE. Dash Fiber Internet shall be excused from performance, and shall not have any liability to Customer, or any other person or entity, with respect to any failure of Dash Fiber Internet to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event, including, without limitation, any labor dispute, global supply chain shortages, fire, flood, storm, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, or action or order of any judicial, legislative, governmental, or quasi-governmental authority, or any other cause beyond Dash Fiber Internet's reasonable control ("Force Majeure event"). Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control. In the event Dash Fiber Internet is unable to deliver Service as a result of a Force Majeure event, Customer shall not be obligated to pay Dash Fiber Internet for the affected Service for so long as Dash Fiber Internet is unable to deliver the affected Service.

14. WARRANTIES AND LIMITATIONS OF LIABILITY.

- A. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY DASH FIBER INTERNET (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT). DASH FIBER INTERNET (AND THEIR OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) AND THEIR THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY DASH FIBER INTERNET OR THEIR REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.
- B. DASH FIBER INTERNET DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF WE HAVE ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, THE CONDITION OF YOUR EQUIPMENT AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR DASH FIBER INTERNET SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY DASH FIBER INTERNET-PROVIDED EQUIPMENT).
- C. DASH FIBER INTERNET DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY DASH FIBER INTERNET WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. DASH FIBER INTERNET SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.
- D. IN NO EVENT SHALL DASH FIBER INTERNET OR DASH FIBER INTERNET’S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- E. THE LIABILITY OF DASH FIBER INTERNET, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD-PARTY END USER LICENSE OR OTHER AGREEMENTS) THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO DASH FIBER INTERNET FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

- F. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO DASH FIBER INTERNET'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.
- A. Liability for Damages to Property. Dash shall not be liable for any damages whatsoever to property unless the damage is caused by Dash's willful misconduct or negligence.
 - B. Liability for Force Majeure Events. Neither party shall be liable for any failure of performance or Service for reasons beyond its reasonable control including without limitation casualty, condemnation or loss of rights-of-way and any other event generally recognized as an event of Force Majeure.
 - C. Liability for Negligence or Fault of Customer. Dash Fiber Internet shall not be liable for any interruptions or damages due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or Facilities.
 - D. Liability Regarding Governmental Authorization. Dash Fiber Internet shall use commercially reasonable efforts to obtain and keep in effect all governmental authorizations necessary in order to provide Service hereunder. Dash Fiber Internet shall be entitled to take, and shall have no liability for, any action necessary including termination to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall cooperate fully and take such action as may reasonably be requested by Dash Fiber Internet as part of such compliance.
 - E. No Special Damages. In no event shall Dash be liable for special, indirect, consequential, exemplary, or punitive damages attributable to its performance or nonperformance of the Agreement.

15. TERMINATION. Dash Fiber Internet may terminate the Agreement without liability and Customer's payment obligation will expire if: (a.) The Facilities used to provide Service is taken by exercise of condemnation or eminent domain, or (b.) The Facilities shall, in Dash Fiber Internet's judgment, be made inoperable and beyond economically or technologically feasible repair. In the event of non-payment of any bill rendered by Dash Fiber Internet, or the non-payment of any required deposit, Dash Fiber Internet may suspend Service until the bill rendered or the required deposit has been paid.

16. TERMINATION OR DEFAULT BY CUSTOMER.

- A. Customer Termination. Customer may cancel a Service:
 - i. At any time and for any reason by providing at least thirty (30) days prior written notice, or;
 - ii. If Customer cancels following the signing of a Service Order but before the Service is turned over to Customer for acceptance Customer agrees to pay the following ETL:
 - a) any and all non-recurring charges and monthly service charges incurred or accrued as of the effective cancellation date; plus
 - b) any and all installation fees that Dash Fiber Internet waived at the start of service
- B. Customer Default. Customer shall be in default if:
 - i. Customer fails to pay any undisputed portion of an invoice when due and has not cured such breach within five (5) days of receipt of notice from Dash Fiber Internet;
 - ii. Customer fails to comply with any applicable Law and such failure to comply continues for ten (10) days, or any such shorter period as required by such Law or supporting Law, of receipt of notice from Dash Fiber Internet;

- iii. Customer breaches or otherwise takes any action or inaction that results in a violation of any license, permit, right of way, easement, authorization, contract, franchise, or operating authority of Dash Fiber Internet (“Underlying Rights”) and fails to cure the breach or violation within twenty (20) days, or any shorter period as required by the grantor of the Underlying Right, of receipt of notice from Dash Fiber Internet; or
- iv. Customer breaches any other material term or obligation hereunder and fails to cure the breach within thirty (30) days of receipt of notice from Dash Fiber Internet.

In the event that a breach with a cure period of thirty (30) days cannot reasonably be cured within such thirty (30) day period, Customer shall not be in default if it has i) acted diligently to begin curing the breach, ii) made reasonable progress towards curing the breach, and iii) continues diligent efforts and reasonable progress towards curing the breach. Under no circumstances shall Customer have more than ninety (90) days to cure any breach. Following the expiration of an applicable cure period provided for in this section, Dash Fiber Internet may terminate all affected Service Orders and recover affected Facilities without further notice.

- 17. INDEMNIFICATION.** Dash Fiber Internet shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, damages or damages, including reasonable attorney fees (collectively “Claims”) arising from the use of Service and to the extent legally permissible for: (i) damage to tangible property; (ii) bodily injury including death; (iii) infringement of a third party’s intellectual property right; (iv) claims made by any client or customer of Customer with regards to the Service; and (v) any breach of a material obligation of the Agreement.
- 18. ASSIGNMENT.** Dash Fiber Internet may, without consent from Customer, assign any of its rights, privileges, or obligations under the Agreement. Customer shall not, without prior written consent of Dash Fiber Internet (which consent shall not be unreasonably withheld) assign the Agreement.
- 19. SEVERABILITY.** In the event that any term or provision of the Agreement shall be declared invalid, illegal, or unenforceable, in any respect, by any court or regulatory agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not, in any manner, affect the validity or enforceability of any other term or provision of the Agreement. Failure by either party to enforce a provision of the Agreement shall not constitute subsequent waiver of such provision.
- 20. MISCELLANEOUS.** If, for any reason, Dash Fiber Internet determines that Service cannot be provisioned as ordered, Dash Fiber Internet reserves the right to amend the Agreement accordingly. In the event the amendment increases the cost quoted in the applicable Service Order, the Customer will have the right to terminate the Agreement. If Customer terminates the Agreement, Customer will be responsible for any charges reasonably incurred by Dash Fiber Internet. Changes or modifications including, but not limited to, changes or modifications to the rates or terms of the Agreement may be made, modified, waived or amended only by a written instrument pre-approved and signed by a duly authorized representative of each party. It shall be binding upon each party’s respective successors and assigns.
- 21. JURISDICTION.** The rights and obligations of the parties under the Agreement shall be in all respects governed by, construed, and enforced in accordance with the laws of the State of New York, excluding its conflict of laws principles. Any action arising under the Agreement shall be brought in a federal or state court located in Albany County, New York. Customer waives any objection to forum or venue in these courts.
- 22. CONFIDENTIALITY.** The Customer agrees that certain information being provided by Dash Fiber Internet to Customer and/or its representatives in connection with this contract is non-public and confidential and proprietary in nature. The unauthorized disclosure of such confidential information to a third party may cause

irreparable harm to Dash Fiber Internet. Accordingly, Customer agrees not to disclose any such information to any third party without the express written consent of Dash Fiber Internet. In the event of a breach of this provision, Dash Fiber Internet shall be entitled to pursue any and all remedies available at law or in equity, including injunctive relief; and Dash Fiber Internet shall be entitled to recover its reasonable attorneys' fees and court costs.

- 23. COST INCREASES.** Dash Fiber Internet reserves the right to pass through any increase from third party providers or vendors during the term of this agreement including but not limited to power costs, license fees, services, etc. Any pass-through rate increases will be adjusted on a semi-annual basis, during the Term of the Service.
- 24. SURVIVAL.** All terms herein that by their nature are intended to survive termination, cancellation or expiration of the Agreement shall survive. Such provisions shall include, but be limited to, payment, indemnification, insurance, limitation of liability and choice of law and venue.