

LUS Fiber Business Subscriber Agreement



LUS Fiber is proud to serve you!

The following is an Agreement between you and LUS Fiber under which you agree to use and we agree to provide LUS Fiber services.

THIS IS A BINDING CONTRACT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY USING ANY SERVICE PROVIDED BY LUS FIBER, YOU AGREE TO ABIDE BY, AND REQUIRE OTHERS USING THE SERVICE THROUGH YOUR ACCOUNT TO ABIDE BY, THE TERMS OF THIS AGREEMENT. YOU SHOULD CONSULT THIS AGREEMENT REGULARLY TO ENSURE THAT YOUR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. IF YOU DO NOT AGREE TO ANY TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY STOP ALL USE OF LUS FIBER SERVICES AND NOTIFY LUS FIBER SO YOUR ACCOUNT CAN BE CLOSED AND YOUR ACCESS TO THE SERVICE CAN BE TERMINATED.

IF YOU VIOLATE ANY TERMS OF THIS AGREEMENT, LUS FIBER SERVICES CAN BE TERMINATED WITHOUT PRIOR NOTICE.

1. DEFINITIONS

- 1.1. Equipment means any device or software provided by LUS Fiber for receipt or use of the Service. Equipment includes, but is not limited to, your Optical Network Terminal ("ONT"), your set-top box, any device or software used for providing power to or signal from your ONT, any device or software used for providing signal to or from your set-top box, and any device or software used to provide Service to your inside distribution wiring.
- 1.2. Service means the Internet, Intranet, telephone, and/or television services provided by LUS Fiber, individually or collectively in any combination.
- 1.3. Intranet means a high speed connection between customers on the LUS Fiber network and is intended to promote community connectivity. TV Web Portal means connectivity to the Internet along with RSS feeds from third parties.
- 1.4. You and/or your means either or both of the following, according to context: the person executing this Agreement, and the organization or legal entity on whose behalf you are executing this Agreement.

2. REVISIONS TO THIS AGREEMENT

Occasionally, revisions and updates may be made to this Agreement. Notifications will be posted online at www.lusfiber.com, sent to your lusfiber.net email address (if available), or included on your LUS Fiber bill. You agree to visit the web site periodically to review the most current version of this Agreement. Your continued use of any of the Services after a notification of a revision to this Agreement constitutes acceptance of, and agreement to, the revision.

3. AUTHORIZED USER, ACCOUNT USE AND RESPONSIBILITIES

- 3.1. You acknowledge that the person executing this Agreement is eighteen (18) years of age or older and has the authority to consent to this Agreement on your behalf. You agree to designate two persons, one primary and one secondary, to act as points of contact between you and LUS Fiber. By consenting to this Agreement, you agree to notify LUS Fiber immediately whenever your designated point(s) of contact and/or billing information changes.
- 3.2. You agree to comply with all applicable laws, regulations and rules regarding the use of your Service. You are responsible for all use of Service, whether by you or another person with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including but not limited to violation of copyright laws. You also agree that your use of Service is your sole responsibility and is applicable to all local, state and federal laws and regulations. LUS Fiber or any of its affiliates may prosecute you and other responsible parties under applicable local, state and federal laws and regulations in the event that Services are used unlawfully. You agree to indemnify LUS Fiber from any such charges brought against you or anyone relating to use of the Service under your account.
- 3.3. You, at no cost to LUS Fiber, shall secure and maintain all necessary rights of access for LUS Fiber to install and provide Service. Additionally, you shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of any and all equipment used to provide Service. LUS Fiber, its employees, and authorized contractors will require free ingress and egress into and out of your premises in connection with the provision of Service, and you agree to provide such free ingress and egress upon reasonable notice.
- 3.4. In addition to your obligations under Section 3.3, if you are not the owner of the premises where LUS Fiber Service is to be provided or delivered, you represent and warrant to LUS Fiber that you are authorized, and have obtained any necessary permission from the owner of the premises:
 1. To enter into this Agreement;
 2. To allow LUS Fiber and/or LUS Fiber's designated contractors, agents, or representatives to access the premises for any and all purposes related to the installation of Equipment, the initiation or provision of Service, and the termination of Service;
 3. To install and remove LUS Fiber equipment on the premises; and
 4. To receive LUS Fiber Services on the premises.

You shall indemnify LUS Fiber from any claims of the owner of the premises arising out of the installation of LUS Fiber equipment on the premises, the initiation, provision, or termination of LUS Fiber Services, and any breach by you of the representations and warranties above.

- 3.5. You may not alter or deny any security or access controls or restrictions associated with the Service or Equipment. You may not move Equipment or Service to another location without prior notice to, and prior consent of, LUS Fiber. Service may only be used at Service location(s) where Service is installed by LUS Fiber. Additionally, the use of specific components of the Service are restricted as follows:
 1. Except as provided in special contractual arrangements with different rates, television Service is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants or at residential addresses. You may not rebroadcast or retransmit television Service or charge for viewing.
 2. If you attempt to install or use Equipment or Service at another location, telephone Service, including but not limited to 911/E911, may fail to function or may function improperly. You may not use telephone Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.
 3. You are solely responsible for any purchases or other transactions made through, using, or in connection with the Service. You are solely responsible for any information that is transmitted from your IP address or your account onto the Internet. You must ensure that any recipient of content transmitted from your IP address or your account is appropriate, and you are solely responsible for taking appropriate precautions to prevent minors from receiving inappropriate content. LUS Fiber reserves the right (but does not assume your obligations) to refuse to post or to remove any information or materials from the Service that LUS Fiber, in its sole, uncontrolled discretion, deems to be illegal, offensive, indecent or otherwise objectionable.

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4. PRIVACY POLICY

Personal information you provide to LUS Fiber is managed based upon our Privacy Policy (available at www.lusfiber.com) and is subject to change. LUS Fiber reserves the right to provide account and user information, including but not limited to email information, to third parties as required or permitted by law (such as in response to a subpoena, or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Among other obligations required by law, LUS Fiber must report any information related to possible violations of child pornography laws. LUS Fiber reserves the right to report any such information, including the identity of users, account information, images and other facts to the proper law enforcement authorities.

5. AVAILABILITY OF AND CHANGES TO SERVICE

5.1. **Service Availability.** LUS Fiber will make its best efforts to provide Service, but LUS Fiber cannot guarantee the availability of the connection to the Internet and bandwidth speeds that will be experienced in connecting to all Internet sites. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use, among other factors. The performance of Service will vary based on network or Internet congestion, your computer configuration and the wiring inside your location, among other factors. LUS Fiber reserves the right, at any time, with or without prior notice to you, to restrict or suspend Service to perform maintenance activities. LUS Fiber offers multiple packages of Service with varying speeds and features and bandwidth usage limitations. Service may not be available in all areas. Service does not include multicast transmission of data or access to Internet 2.0, National LambdaRail, or the Louisiana Optical Network Initiative ("LONI").

5.2. **General Limitations on Bandwidth Usage.** You must comply with the current bandwidth, data storage, electronic mail, and other limitations of service that correspond to the package of Service you purchase. In addition to complying with the limitations for specific features, you must insure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor impose an unusually great burden on the network itself (to be determined by LUS Fiber in its sole, uncontrolled discretion). In addition, you must ensure that your use of the Service does not improperly restrict, inhibit, disrupt, degrade, or impede the ability of LUS Fiber to deliver or monitor the Service, backbone, network nodes, and/or other network services. At all times, LUS Fiber reserves the right to manage its network in such a manner as will provide the greatest benefit to the greatest number of subscribers, including, without limitation, any or all of the following actions: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly agree and accept that any such action on the part of LUS Fiber may affect the performance of the Service and accept the Service under those conditions.

5.3. **Specific Limitations on Bandwidth Usage.** Without limiting the generality of Section 5.2, the following are specific limitations upon bandwidth usage in connection with each package of Service available:

Product	Maximum Bandwidth Usage Per Month
5x5 Mbps	500 GB
10x10 Mbps	1024 GB/1 TB
15x15 Mbps	1024 GB/1 TB
20x20 Mbps	1024 GB/1 TB
25x25 Mbps	1024 GB/1 TB
50x50 Mbps	1024 GB/1 TB
60x60 Mbps	1024 GB/1 TB
100x100 Mbps	2048 GB/2 TB
125x125 Mbps	2048 GB/2 TB
500x500 Mbps	2048 GB/2 TB
1,000x1,000 Mbps (1x1 Gbps)	3072 GB/3 TB

If you violate these restrictions, LUS Fiber reserves the right to charge you for your bandwidth usage in excess of your package, to require you to upgrade your internet service to another package, or to suspend or terminate your internet service.

5.4. **Service, Programming, or Feature Changes.** LUS Fiber reserves the right to change any of the features, content or applications of the Service at any time with or without notice to you. This includes the TV Web Portal and other features or services LUS Fiber may make available with or without additional charges. Without limiting the generality of the foregoing, you specifically agree, acknowledge, and accept that LUS Fiber reserves the right at any time, and in its sole, uncontrolled discretion, to change its television programming and channel lineup and/or to preempt specific programs or parts of programs previously advertised as available.

5.5. Business Phone Service

Business Unlimited Long Distance. LUS Fiber will provide the Business Unlimited Long Distance (BULD) plan to only those business customers who meet the parameters outlined in this policy. BULD will be billed monthly in advance to business customers. BULD will only be offered to:

1. Customers with analog phone lines (no PBXs or PRIs).
2. Customers who subscribe to the BULD plan on all lines that are a part of their phone hunt group.
3. Business customers who have local telephone service with LUS Fiber.
4. Business customers who enter into a termed commercial service agreement with LUS Fiber.

The following restrictions are in force for LUS Fiber Business Unlimited Long Distance:

1. The plan is only available for outbound direct-dialed calls, both intrastate and interstate, only on the phone lines that are subscribed to the BULD plan.
2. The LUS Fiber Unlimited Long Distance plan is not available for the following types of calls: international (outside the US and its territories), collect, in-bound toll-free, telemarketing, third party-billed, calls to directory assistance, operator-assisted, and credit card billed calls.
3. LUS Fiber may monitor the usage of a customer who is utilizing the BULD plan. If it is found that the customer is not adhering to the restrictions set forth in the BULD plan, it will be incumbent on the customer to prove that their usage is not in violation of the policy outlined in this document.
4. Usage of LUS Fiber Business Unlimited Long Distance may not be used in concert with the following:
 - Outbound telemarketing
 - Any type of data services
 - Long distance Internet access
 - Reselling of minutes
 - PBX services or trunks
 - Ground start line or trunks
 - ISDN services
 - Public telephone services

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- Public access smart phones
- Automatic call distribution systems
- Call Center Applications
- Non-square electronic key and hybrid telephone systems
- Anything equivalent to these systems
- Auto dialers or any type of automatic outbound calling or predictive/calling/dialing system

5. If LUS Fiber determines that a customer has not proven that their usage does not violate the restrictions outlined in this policy, LUS Fiber may terminate the customer's usage of the BULD plan and immediately place the customer on another calling plan. This customer will not be eligible to subscribe to the BULD plan again.
6. Customer shall not engage in Robo-calling, continuous or extensive call forwarding, or long distance abuse which include but are not limited to auto dialers, power dialers, or any other automated outbound dialing system or equivalent. In addition, LUS Fiber may terminate Service if it suspects that service is being used with the intention to deceive LUS Fiber and/or jeopardize the stability and integrity of LUS Fiber's telephone network and infrastructure. Deceptive activity includes but is not limited to falsely placing or receiving calls along with providing erroneous credit information to LUS Fiber or its employees. Customer is liable for payment of all charges for any Service furnished, or any Service originated at Customer's telephone number, or any charges accepted at Customer's telephone number. Customer will also be liable for any misuse, unauthorized and controlled access to Service, LUS Fiber issued equipment, Customer equipment and/or software which include the payment of all charges incurred as the result of any such misuse or unauthorized access by the customer or its end users of Service. LUS Fiber may immediately terminate this Agreement for any violations of this provision, and Customer shall be liable for all early termination fees in the event of such termination. LUS Fiber shall determine, in its sole discretion, whether any misuse has occurred. Customer is also liable for all charges associated with the deceptive or misleading use of Service either by Customer, its employees, or end users of the Service. Customer is also liable for any other individual who is able to obtain access to Customer's premises, LUS Fiber provided equipment, or any Customer owned equipment, including but not limited to any and all unauthorized users who may be able to hack or obtain unauthorized access to Customer's telephone network or equipment.

6. ACCEPTABLE USE POLICY

- 6.1. **General Policy:** LUS Fiber reserves the right to deny, terminate, suspend, or restrict your Service, if the use of your Service by you or anyone using it, in LUS Fiber's sole, uncontrolled discretion, violates the Agreement or other LUS Fiber policies, is objectionable or unlawful, or interferes with the function in or use of the Internet or the LUS Fiber network by LUS Fiber or other users.
- 6.2. **Illustrations of Violations of Acceptable Use Policy.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 6.0, it is a violation of this Agreement to do, or to attempt to do, any of the following: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of LUS Fiber or any other entity, or to penetrate the security measures of LUS Fiber or any other person's computer system; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect communications sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) communication of an actual or alleged Service security vulnerability or method of circumvention of payment for Service, except to LUS Fiber personnel; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate LUS Fiber's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the LUS Fiber network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) the use of transmitting or streaming devices connected to, or in conjunction with, any component of Service; (k) use Service to violate any rule, policy or guideline of LUS Fiber; or (l) use Service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; and (m) use Service in any manner that violates any local, state, or federal laws, rules, or regulations.
- 6.3. **Copyright Infringement/Repeat Infringer Policy.** LUS Fiber respects the intellectual property rights of third parties. Accordingly, you may not use the Service to violate LUS Fiber's or any third party's copyright, trademark, proprietary or other intellectual property rights. In accordance with applicable laws, it is the policy of LUS Fiber to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder whose account activity reasonably indicates an infringement of third party intellectual property rights. This policy is in addition to and does not affect or modify any other rights LUS Fiber may have under law or contract.

If you believe your rights under United States copyright law have been infringed, you should consult an attorney. Nothing in this Agreement, including the following information, is intended to be legal advice, and the following is provided for informational purposes only.

LUS Fiber is registered under the Digital Millennium Copyright Act of 1998 ("DMCA") 17 U.S.C. § 512. Pursuant to the DMCA, you may file a Notification of claimed infringement with the Designated Agent of LUS Fiber if you believe that an LUS Fiber subscriber has violated your rights under the copyright laws of the United States (see 17 U.S.C. § 512(c)(3)).

The Notice of Claimed Infringement must be sent to our designated agent:

- Designated Agent: Teles Fremin
- Address: 700 St John Suite 300, Lafayette, LA 70506
- Telephone: 337.993.4237
- Facsimile: 337.210.4558
- Email Address: abuse@lusfiber.net

Notices must be in writing and must contain the following minimum elements required by the DMCA (see 17 USC §512(c)(3)):

- A physical or electronic signature of a person authorized to act on your behalf as the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or a representative list if multiple copyrighted works at a single online site are covered by a single notification.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, along with the infringing IP address, and time, date, and the time zone during which such allegedly infringing activity occurred, to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, the copyright owner, or your authorized agent, such as an address, telephone number and, if available, an electronic mail address at which you or your authorized agent may be contacted.
- A statement that you or your authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a Notification of Copyright Infringement from a copyright owner that contains all required information, if we have sufficient information to identify the customer, LUS Fiber will notify the subscriber of the alleged infringement and remove or disable access to the material that is alleged to be infringing if hosted on our domain. No personal, subscriber information is shared with the copyright owner unless required by law.

If a Notification alleging copyright infringement has been filed against you, you may file a Counter Notification with the Designated Agent of LUS Fiber.

Counter Notifications must be in writing and must contain the following minimum elements required by the DMCA (see 17 USC §512(g)(3)):

- A physical or electronic signature of the subscriber.
- Notice ID, IP Address and Timestamp listed on the Notification of Copyright Infringement.
- The subscribers name, address, and telephone number and Timestamp listed in the Notification of Copyright Infringement.
- A statement under penalty of perjury that you have in good faith belief of mistake or misidentification of materials.
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located.

Upon receipt of a Counter Notification in the form and format above, LUS Fiber will forward the Counter Notification to the complaining party. Under the DMCA, any misrepresentation concerning copyright infringement may result in liability for damages incurred as a result of the removal or blocking of material, court costs, and attorney's fees.

- 6.4. **Compliance Monitoring and Modification of Content.** LUS Fiber may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement. You acknowledge that LUS Fiber shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

7. TERMINATION OF SERVICE

- 7.1. **Termination for Convenience.** Either you or LUS Fiber may terminate this Agreement any time by giving written notice to the other, if you are in a month to month service agreement. If you are in a service agreement longer than month to month, this Agreement cannot be terminated by you or LUS Fiber for convenience. Termination by you will be effective upon your notice to us. Activation or set-up fees paid at the initiation of your Service are not refundable.
- 7.2. **Consumer Right to Cancel.** You have the right to receive – by phone, in person, online, or by other reasonable means – the total monthly charge for multichannel video services, which includes administrative fees, equipment fees, a good faith estimate of taxes, fees or charge imposed by the federal, state, or local government, as well as other charges. You have the right to cancel a contract for multichannel video programming service within 24 hours of LUS Fiber sending this information without incurring early cancellation fees or other disconnection fees or penalties. You are responsible for installation charges should the install occur during this 24-hour period and you choose to cancel services.
- 7.3. **Termination and/or Suspension by LUS Fiber for Change of Service or for Violation of Agreement.** LUS Fiber reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it, with or without prior notice, if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If LUS Fiber terminates your Service under this Section you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth including, but not limited to, all applicable early termination fees. If your Service is reconnected, a reconnection fee and/or deposit may apply.
- 7.4. **Termination for Abandonment.** If LUS Fiber determines that a new tenant or occupant has moved into a service location, LUS Fiber will consider that the previous tenant or occupant has abandoned that location. In such case, LUS Fiber reserves the right to disconnect services of previous tenant or occupant in order to provide services to the new tenant or occupant. LUS Fiber has no obligation to reserve any phone number(s), email address(es), etc. associated with disconnected services of the previous tenant or occupant.
- 7.5. **Payment of Final Sums Due.** After termination of Service for any reason, you agree to promptly pay any remaining balances due to LUS Fiber, and LUS Fiber agrees to promptly pay to you any advance payments or deposits that are not applied to your outstanding obligations to LUS Fiber.
- 7.6. **Return of Equipment upon Termination.** If your Service is terminated for any reason and you received Equipment from LUS Fiber, you must promptly return the Equipment to LUS Fiber in satisfactory condition, except for ordinary wear and tear resulting from normal use, or you will be charged for the Equipment. In addition to any and all other rights available under applicable law, LUS Fiber reserves the right to withhold any refund due to you until your Equipment is returned to LUS Fiber in undamaged condition and to apply any refund due to you against the replacement cost of your Equipment which is not returned to LUS Fiber in undamaged condition.
- 7.7. **Deletion of Data Upon Termination.** YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, LUS FIBER HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

8. DATA AND COMPUTER MANAGEMENT

Customer Data and Computer Management Responsibilities. You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. LUS FIBER IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON LUS FIBER'S OR ANY THIRD PARTY'S SERVERS.

9. CUSTOMER SECURITY RESPONSIBILITIES

You are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. We strongly recommend the use (and appropriate updating) of commercial anti-virus, anti-spyware and firewall software.

- 9.1. The Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. Additionally, the Service will allow access to television programming which may not be suitable for all viewers and may include access to sexually explicit, offensive, obscene and objectionable programs. Supervision of use of the Service by children is your responsibility and LUS Fiber is not responsible for access by you or any other users to objectionable or offensive content. LUS Fiber strongly recommends the use (and appropriate updating) of commercially available content filtering software and of parental controls available to you, especially for individuals under the age of eighteen (18). You agree to take responsibility for determining the appropriate viewing level restrictions, implementation of these restrictions and supervision of Service usage. LUS FIBER IS NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON, AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT.

10. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, LUS FIBER (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "LUS FIBER PARTIES"), ITS 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 LUS FIBER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR OBLIGATION WITH RESPECT TO ADVICE PROVIDED.

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- 10.1. LUS FIBER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY LUS FIBER 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. LUS FIBER 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.
- 10.2. IN NO EVENT SHALL THE LUS FIBER PARTIES OR LUS FIBER'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 LUS FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- 10.3. THE LIABILITY OF THE LUS FIBER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR 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 LUS FIBER 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.
- 10.4. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. THE EXCLUSIVITY OF THESE REMEDIES IS A CRITICAL FACTOR IN THE SETTING OF RATES FOR LUS FIBER SERVICE AND AN ESSENTIAL MOTIVATION FOR LUS FIBER TO PROVIDE SERVICE UNDER THESE RATES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

11. EQUIPMENT, MAINTENANCE AND OWNERSHIP

- 11.1. LUS Fiber is not responsible in any fashion for performance or integration of the Service with any equipment not provided or recommended by LUS Fiber. LUS Fiber is also not responsible in any fashion for the operation, support, maintenance, or repair of any additional equipment, software, or services that you may choose to use in combination with the Service or in combination with the equipment provided or recommended by LUS Fiber. Third party devices are not guaranteed to function properly or to be compatible with the LUS Fiber network or with Equipment. You are fully responsible for the use of third party devices, which must be used at your own risk.
- 11.2. All Equipment will remain the property of LUS Fiber. LUS Fiber shall have the unrestricted right, but not the obligation, to install or modify the software in any Equipment. You agree not to copy, duplicate, reverse engineer, or in any way tamper with or interfere with Equipment. You agree to use Equipment only for receiving Service from LUS Fiber. LUS Fiber maintains the right, at its sole, uncontrolled discretion, to supply you with new or reconditioned Equipment. LUS Fiber will repair and maintain Equipment at its expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to Equipment, in which case you will be financially responsible for the charges associated with the repair or replacement of the Equipment. You also agree that Equipment will not be serviced by anyone other than LUS Fiber employees or its designated agents or representatives.
- 11.3. All IP addresses, IP address blocks, and email addresses assigned to you by LUS Fiber remain at all times the property of LUS Fiber. Use of the Service does not give you any ownership or other rights in any IP address, IP address block, or email address assigned to you by LUS Fiber.

Upon expiration, cancellation or termination of Service for any reason, you agree to return to us any IP addresses, IP address blocks, and email addresses assigned to you by LUS Fiber. If LUS Fiber deems it necessary, you may be required to renumber the IP addresses assigned to you by LUS Fiber.

LUS Fiber may allocate IP addresses and email addresses in any manner in which LUS Fiber determines, in its sole, uncontrolled discretion, is reasonable for operation of its Internet business. Without limiting the generality of the foregoing, LUS Fiber's IP address policy is generally based upon RFC 2050 and the American Registry for Internet Numbers (ARIN) guidelines for Internet service providers. LUS Fiber will allocate IP addresses to you according to InterNIC guidelines.

LUS Fiber may require an ARIN organizational ID from the customer to complete IP requests. If requested, the organizational ID must be provided. A customer may call ARIN at 703-227-0660 to obtain an ID.

- 11.4. Title and intellectual property rights to the Service and all of its components are owned, and shall at all times remain owned, by LUS Fiber, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material.

12. INDEMNIFICATION

You agree to defend, indemnify and hold harmless LUS Fiber, Lafayette City-Parish Consolidated Government, its and/or their officials, officers, employees, agents, contractors, subcontractors, consultants, insurers, insureds, licensees, and invitees, from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

13. QUESTIONS ON THESE TERMS AND CONDITIONS

LUS Fiber Contact Information:
LUS Fiber
P.O. Box 61490
Lafayette, LA 70596-1490
99-FIBER (993-4237)

Terms and Conditions as of March 30, 2021