

1. Introduction

Welcome to the Local Fiber Platform ("Local Fiber"), a service provided by Local Fiber, LLC ("Provider," "we," "us," or "our"). Local Fiber provides technology solutions that enable marketing and sales attribution for broadband companies and their partners. We also offer billing integration services that allow broadband partners to deliver ancillary services to their customers. These services include, but are not limited to, serviceability and order entry tools, tracking technologies, and data enrichment services that integrate service availability with comparison websites, moving concierge services, door-to-door sales programs, and other direct or retail sales programs on a national or regional basis.

As applicable, in order to provide these services, we integrate with billing and customer management systems, facilitating the processing and management of orders and their associated statuses with relevant partners. By using any of Local Fiber's Products and Services, Customer ("User", "You") agrees to be bound by these Terms of Service, including the Local Fiber Privacy Policy, as well as any additional terms and conditions incorporated by reference into these Terms. This includes our website, APIs, and all associated content and software (collectively, the "Products and Services").

These Terms of Service require the resolution of all disputes between Customer and Local Fiber by binding arbitration, and waiver of the right to bring or participate in class action claims. Please refer to the Arbitration Agreement section below for further details.

2. Acceptance of Terms of Service

By accessing, using, or browsing the Products and Services, whether as a visitor, user, or member (whether paid or unpaid), both Parties affirm they each have read, understood, and agreed to be bound by these Terms of Service. Additionally, Customer acknowledges that Customer has read and agreed to Provider's Privacy Policy and any other policies referenced within these Terms of Service (collectively referred to as the "Policies").

The Policies are available at www.LocalFiber.com/terms-of-service (this document) and <https://localfiber.com/privacy-policy> and together, they form an integral part of this Agreement.

Both parties further agree to comply with all local, state, national, and international laws and regulations applicable to the use of these Products and Services.

If Customer does not agree to these Terms of Service, including the Privacy Policy and the Arbitration Agreement, Customer is prohibited from accessing or using the Products and Services in any manner. Violation of any portion of these Terms will result in the immediate termination of Customer account and access to

the Products and Services. Any questions regarding these Terms of Service may be directed to info@LocalFiber.com.

These Terms of Service constitute the entire agreement between Customer and Local Fiber and supersede all prior agreements, written or oral, relating to the Products and Service. Any failure by Local Fiber to enforce or exercise a right under these Terms shall not be deemed a waiver of that right.

3. Consent to Electronic Signature

By creating an account or otherwise utilizing the Local Fiber Products and Services, Both Parties consent to the use of electronic signatures and agree that any electronic signature provided on the platform or in connection with any future documentation shall be legally binding. This consent extends to all future agreements, contracts, or documents that require signatures in connection with the Products and Services. Both Parties further acknowledge that electronic signature is the legal equivalent of manual/handwritten signature, and agree to be legally bound by these Terms of Service and any agreements entered into via the Local Fiber platform.

4. Account Terms and Responsibilities

Customer is are responsible for maintaining the confidentiality and security of their Local Fiber account credentials, including username and password. Customer agrees not to share account information or allow any unauthorized person to access the Products and Services using Customer's account. Local Fiber shall not be liable for any loss or damage arising from unauthorized access to your account due to Cutomer's failure to safeguard login credentials.

Local Fiber reserves the right, at its sole discretion, to refuse registration, suspend, or terminate accounts at any time, for any reason, including but not limited to violations of these Terms of Service or applicable laws.

Customer is prohibited from using the Products and Services for any illegal activities or in violation of any applicable local, state, national, or international laws, rules, or regulations. This includes, but is not limited to, prohibitions on using the Products and Services to:

- Distribute unsolicited email (commonly known as "spam");
- Disseminate harmful or malicious software, such as viruses or worms;
- Exploit the Products and Services to gain unauthorized access to information;
- Perform any activity that infringes on the intellectual property rights of Local Fiber or others.

Local Fiber reserves the right to modify, suspend, or discontinue access to the Products and Services, with or without notice, at any time. Abuse or excessive usage of the Products and Services, as determined solely by Local Fiber, may result in the temporary or permanent suspension of Cutomer's account. Local

Fiber will attempt to notify the account holder via email prior to any such suspension.

Local Fiber retains ownership of all of its owned intellectual property rights associated with the Products and Services, including but not limited to design elements, artwork, software, and documentation. Customer agrees not to copy, cache, modify, distribute, or reverse engineer any part of the Products and Services. Any unauthorized use of Local Fiber's intellectual property will result in the termination of your account and may lead to legal action.

5. Identity Protection

Customer is responsible for maintaining the accuracy and completeness of the information associated with Customer's Local Fiber account. Should Customer disclose Customer password or share account credentials with any third party, Customer accepts full responsibility for all actions taken under Customer's account and any resulting damages or liabilities.

To protect Customer identity, Local Fiber recommends that Users log out of their accounts when using shared or public networks. If Customer believes their account has been compromised or are the victim of identity theft involving a Local Fiber account, Customer must notify Local Fiber immediately at info@LocalFiber.com. Local Fiber may place a Customer's account on hold with or without notice if fraudulent activity is suspected.

Local Fiber is not responsible for reimbursing or crediting accounts that have been suspended due to suspected fraud or identity theft.

6. User Conduct and Content Submissions

Customer acknowledges and agrees that any text, graphics, photographs, or other content uploaded or communicated to Local Fiber (collectively, "Content") remains the property of the uploading party. However, by uploading or submitting Content to Local Fiber, to the extent that Customer is able or Authorized to grant, grants Local Fiber a non-exclusive, perpetual, worldwide, royalty-free license to use, reproduce, modify, distribute, publicly display, and create derivative works from such Content. This license extends to all media and formats, whether now known or developed in the future.

Local Fiber reserves the right, at its sole discretion, to monitor, screen, remove, or disable access to any Content that is deemed to violate these Terms of Service or is considered offensive, inappropriate, unlawful, or otherwise objectionable. However, Local Fiber is not obligated to review all Content, and Customer acknowledges they may be exposed to Content that they find objectionable. Local Fiber disclaims any liability for the accuracy, integrity, or quality of such Content. To report objectionable content, contact Local Fiber's customer service at info@LocalFiber.com.

By using the Products and Services, all parties agree to comply with all applicable laws, rules, and regulations. You further agree not to:

- Upload or transmit any material that contains harmful software, such as viruses, that may disrupt or impair the functionality of the Products and Services;
- Interfere with or disrupt the servers or networks connected to the Products and Services;
- Impersonate another person or entity while using the Products and Services; or
- Engage in any unlawful activity.

Local Fiber reserves the right to terminate Customer access to the Products and Services for any violation of these provisions.

7. Billing and Payment Terms

Billing for the Products and Services is facilitated by our payment processor, Stripe. By agreeing to these Terms of Service, Customer acknowledges and accepts the terms of Stripe's billing policies, which apply to all transactions made via the Local Fiber platform. To maintain service, you must provide a valid credit card or ACH instruction for recurring charges. Periodic validation of payment methods may result in charges to ensure their validity.

Customer authorizes Local Fiber to automatically charge the payment method provided for all services and products utilized via the platform. The recurring charges will be in accordance with the current rate for Customer's selected service plan and additional services consumed or utilized.

Customer may cancel their subscription in accordance with Section 7.10 by contacting Local Fiber at info@LocalFiber.com. Early cancellation does not relieve Customer of any payment obligations to Local Fiber or its partners.

7.1. Software Service Payment and Fees

Customers using Local Fiber to facilitate the sale of their products or services are subject to a recurring monthly software fee. The software fees vary depending on the specific terms agreed upon during the partner onboarding process. Local Fiber reserves the right to modify pricing with a sixty (60) day notice to the affected partner. If Customer does not agree to the new pricing, Customer may cancel their subscription before the new prices take effect. From time to time, incentives or credits may be available that allow for payment in kind or account credits toward software fees. These incentives or credits are non-transferable and are subject to Local Fiber's sole discretion.

7.2. Radius National Serviceability API Payments

The use of Local Fiber's Radius National Serviceability API is available on a per-use basis. Customers consuming this service will receive a service agreement and will be billed monthly based on terms of their service agreement. Charges will be determined by usage metrics specified in the relevant program terms.

7.3 Transactional and Service Payments

Services such as Radius and Amplify are billed based on the consumption of products and services as defined in each individual program's terms. Service fees are subject to change at the discretion of Local Fiber and its partners, with no less than thirty (30) days' notice. Local Fiber facilitates payment tracking by monitoring service consumption and utilization. By using Local Fiber's Products and Services, Customer agrees to timely and full payment for all services and products consumed. Local Fiber leverages its integration with billing systems and access to relevant billing data to facilitate precise tracking of service usage and ensure accurate billing.

7.4 Payment Adjustments

Local Fiber reserves the right in good faith to adjust or reconcile payments up to ninety (90) days after a payment is completed in order to reflect true and accurate billing. In the event of a payment adjustment, Local Fiber will provide documentation supporting the adjustment. All parties to the transaction agree to accept Local Fiber's calculations regarding such adjustments. Disputes related to payments must be raised in writing within 90 days of disputed payment by emailing the Local Fiber customer service team at info@localfiber.com, and Local Fiber will review the associated data to determine the appropriate resolution. Local Fiber is not responsible or liable for the outcomes of any payment disputes that may arise between users of the platform.

7.5 Transactional Fees

Certain services provided by Local Fiber, including Radius and Amplify, are subject to transactional fees. These fees are typically collected by Local Fiber and may or may not be explicitly transparent within the platform, depending on the implementation and the specific partner arrangements. In situations where fees are embedded in rate cards or service fees, Local Fiber ensures that the necessary fees are disclosed. At no time will Customer be subject to undisclosed fees. If Customer suspects undisclosed fees, please contact Local Fiber's customer service at info@localfiber.com for clarification and resolution.

7.6 Shipping and Devices

Local Fiber is not responsible for any delays, errors, damages, or expenses related to the shipping, fulfillment, installation, maintenance, or longevity of any physical goods sold or facilitated through the Local Fiber platform. Any shipping or device-related issues must be addressed and resolved directly with the relevant vendor, in accordance with that vendor's service terms.

7.7 Services and Subscriptions

Local Fiber is not liable for any delays, errors, damages, or expenses related to the fulfillment, installation, maintenance, or utility of services or subscriptions sold or facilitated through the Local Fiber platform. Any service or subscription-related issues must be addressed and resolved directly with the relevant vendor, in accordance with that vendor's service terms.

7.8 Affiliates

Local Fiber is not responsible for the actions or inactions of affiliates utilizing the platform. This includes any actions by affiliates that may negatively impact Customer's brand, image, or reputation. Local Fiber's sole responsibility is to provide the technology that supports the integration, attribution, and payment management functions of Customer's affiliate program.

7.9 Affiliate Taxes

Local Fiber does not assume any responsibility for reporting or remitting taxes on behalf of affiliates or merchants. It is the sole responsibility of the relevant party to ensure compliance with tax laws in their respective jurisdictions.

7.10 Cancellation and Termination

Customer may terminate Customer's relationship with Local Fiber by contacting info@localfiber.com or their designated account representative. Early termination or cancellation does not release Customer from financial obligations related to the use of the platform, and Customer remains liable for all fees and costs incurred prior to termination. All termination requires 90 days notice which includes a reasonable winddown period to be agreed upon by all parties unless otherwise noted in the service provider agreement.

At the time of termination, any recurring costs associated with Local Fiber or its partnered services will be projected or prorated based on the previous 90 days use and/or churn. In the case of wholesale or white-label products, all customers belong to the partner who bills the end user. The partner who bills the end user retains the uninterrupted right to port these customers to a similar product. The terminating partner does not retain any rights to the end consumer or their subscription and does not retain any rights to solicit future business with the end user using any data obtained during the partnership program.

In the event of bankruptcy or insolvency, any outstanding debts owed to Local Fiber and its Partners will be classified, to the extent within Customer's control, as Preferential Creditors and must be resolved with the highest priority. Final payments must be completed within sixty (60) days of termination, and any late fees or charges will apply thereafter.

7.11 Collections and Unpaid Debts

Any amount that remains unpaid after its payment date is considered past due and subject to the terms outlined in this section. In the event of past due debts, Local Fiber and its partners reserve the right to pursue reasonable and lawful collection efforts. This includes engaging third-party collection agencies, in accordance with applicable federal and state laws such as the Fair Debt Collection Practices Act. Customer agrees that any party subject to collection actions is responsible for all associated costs, including collection agency fees, court costs, and attorney fees, as permitted by law. Local Fiber shall not be held liable for any consequences related to collection efforts. Customers are encouraged to maintain open communication with Local Fiber to resolve payment issues before formal collection actions are initiated.

8. Features and Functionality

The Products and Services provided by Local Fiber include technology solutions centralized on the Local Fiber website and infrastructure, as well as technologies integrated into partner websites and infrastructure. These technologies may require facilitation by third-party services and software. The operation and functionality of these technologies may change from time to time without notice, and Local Fiber reserves the right to modify, suspend, or discontinue any aspect of the Products and Services at its sole discretion.

Local Fiber is under no obligation to notify Customers of changes to the Products and Services, although Local Fiber may attempt to provide reasonable notice when appropriate. Any description of how the Products and Services operate does not constitute a binding representation or obligation regarding how the Products and Services will always function. These Terms of Service may not capture every modification made to the Products and Services over time.

9. Intellectual Property

9.1 Copyright

The Products and Services, including all content, source code, software, data compilations, and other materials delivered as part of the Products and Services, are the property of Local Fiber or its licensors and are protected by U.S. and international copyright, trade secret, and other intellectual property laws. The compilation of content and any proprietary software provided by Local Fiber may not be reproduced or used without the express written consent of Local Fiber or its licensors.

Customer agrees not to decompile, reverse engineer, or disassemble any software, products, or processes accessible through Local Fiber. Additionally, Customer agrees not to insert any code or product into the Products and Services, manipulate their content in any way, or use any data mining, data gathering, or extraction methods in violation of this agreement. Any violation of Local Fiber's intellectual property rights may result in the termination of Customer's account and potential legal action.

9.2 Trademarks

Local Fiber, the Local Fiber logo, Radius, Amplify, and LocalFiber.com are registered trademarks or service marks of Local Fiber. The trademarks, service marks, and trade dress of Local Fiber may not be used without the prior written consent of Local Fiber. Any unauthorized use of these trademarks or service marks may result in legal action.

9.3 Patents

Local Fiber holds various patents, pending patents, and other intellectual property rights related to the Products and Services, as well as its operations. By using Local Fiber's services, Customer agrees not to infringe upon any of Local Fiber's patents or intellectual property rights. This Agreement grants you no rights to use Local Fiber's patents or intellectual property beyond what is necessary for utilizing the Products and Services. All rights not expressly granted under this Agreement are reserved by Local Fiber.

9.4 Use of Information Submitted

By submitting any comments, ideas, suggestions, concepts, reviews, techniques, or any other material (collectively, "Feedback") to Local Fiber, whether through questionnaires, postings to our Products and Services, or any other communication method, Customer agrees, that Local Fiber is free to use such Feedback without further compensation, acknowledgment, or payment to Customer. Local Fiber may utilize Feedback for any purpose, including but not limited to the development, manufacturing, and marketing of products or the improvement of the Products and Services.

Furthermore, by posting or submitting Feedback, Customer grants Local Fiber a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license, with the right to sublicense, to use, reproduce, display, distribute, modify, and create derivative works based on the Feedback in any media now known or later developed.

Please note that Local Fiber does not accept unsolicited materials or ideas and is not responsible for the similarity of any content or programming in any media to the materials or ideas submitted. If Customer submits unsolicited materials or ideas, it is done so with the understanding that no additional consideration will be provided, and Customer waives any claims against Local Fiber and its affiliates regarding the use of such materials or ideas.

10. Privacy Policy Reference

Local Fiber has a separate Privacy Policy, which is incorporated into these Terms of Service. Customers are directed to review the full Privacy Policy at www.LocalFiber.com/privacy-policy.

11. Transaction and Usage Data Rights

Local Fiber retains all rights, title, and interest in all transaction and usage data generated through the use of its services, including but not limited to information related to service usage, network performance, and customer interactions (collectively, "Service Data"). Local Fiber may collect, store, analyze, and use Service Data for lawful purposes, such as improving services, conducting research, and generating business insights.

Local Fiber may share or sell Service Data with third parties, provided that such data is anonymized or aggregated to prevent the identification of individual customers. By using the Products and Services, Customer acknowledges and agrees to Local Fiber's ownership of Service Data and its right to use, share, and monetize the data as described.

12. Warranties and Limitation of Liability

12.1 Warranties

Unless expressly provided in this Agreement or other service agreements, Local Fiber makes no warranty, express or implied, concerning any aspect of the Products and Services, including but not limited to warranties of non-infringement, merchantability, or fitness for a particular purpose. Local Fiber does not warrant the results of the use of the Products and Services, and the account holder assumes all risks and responsibilities related to such use.

12.2 Limitation of Liability

12.2.1 General Limitation:

To the maximum extent permitted by applicable law, neither Local Fiber nor its affiliates, officers, employees, agents, contractors, or licensors shall be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to the use of the Products and Services. This includes, but is not limited to, damages for loss of profits, revenue, goodwill, data, or business opportunities, even if Local Fiber has been advised of the possibility of such damages.

12.2.2 Liability Cap:

Except for Local Fiber's indemnification obligations under this Agreement, In no event shall the aggregate liability of Local Fiber, for any claims arising out of or related to this Agreement exceed the greater of: (a) the total amount paid by the Customer to Local Fiber Provider under this Agreement during the twelve (12) months immediately preceding the event giving rise to such liability; or (b) the maximum amount that Local Fiber's applicable insurance provider agrees to pay in settlement or judgment for such claims.

12.2.3 Assumption of Risk:

By using the Products and Services, Customers acknowledges and agrees that Customer assumes full responsibility for any risks associated with such use and that Local Fiber's liability is strictly limited as outlined in this section.

13. Indemnification

Customer agrees to indemnify, defend, and hold harmless Local Fiber, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising from:

1. Customer's modification of the Products and Services;
2. Local Fiber's use of any materials Customer provides, which infringe upon any intellectual property right under applicable law; or
3. Customer's violation of these Terms of Service or any applicable laws or regulations.
4. Customer's failure to comply with applicable data protection and privacy laws, regulations, and industry standards as such apply to this agreement.
5. Any loss or interruption of service resulting from Customer actions, including but not limited to failure to maintain necessary hardware, software, or network connections.

In the event of such a claim:

- Local Fiber reserves the right to employ its own counsel and participate in the defense, at its own expense;
- Any settlement that requires Local Fiber to take or refrain from any action or imposes any obligation on Local Fiber will require Local Fiber's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

The limitations of liability outlined in Section 12 shall apply to all claims under this section.

14. Dispute Resolution

14.1 Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without regard to its conflict of law provisions. If any provision of these Terms is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

14.2 Arbitration Agreement

Customer and Local Fiber agree that any disputes, claims, or controversies arising out of or relating to the Products and Services, including the website and these Terms of Service, will be resolved by binding arbitration in Palm Beach County, Florida, rather than in court. Arbitration uses a neutral arbitrator instead

of a judge or jury, allows for limited discovery, and is subject to limited court review.

By agreeing to these Terms of Service, Customer and Local Fiber each waive the right to a trial by jury. This arbitration provision shall survive the termination of this Agreement.

Customer agrees that any claims against Local Fiber must be brought in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate claims or preside over any class or representative proceeding without Local Fiber's written consent. If the class action waiver is found unenforceable, the entire arbitration provision shall be null and void. However, if only part of this section is unenforceable, the remainder of the arbitration provision will remain in effect.

15. Miscellaneous Provisions

15.1 Changes to Terms of Service

Local Fiber reserves the right to modify these Terms of Service, including any incorporated Policies, at any time, with or without notice. The most current version of the Terms of Service will supersede all previous versions and can be reviewed by visiting www.LocalFiber.com/terms-of-service.

15.2 Service Testing

Local Fiber may periodically test various features, promotions, service levels, and other aspects of the Products and Services. Customer may be included or excluded from these tests without notice.

15.3 Limitations on Use

To use the Products and Services, Customer must be at least 18 years old or meet the age of majority in Customer's jurisdiction. If minors use the Products and Services, they must do so with the involvement of a parent or legal guardian, under such person's account and subject to these Terms of Service.

Local Fiber grants Customer a limited, non-exclusive, non-transferable license to access the Products and Services. Except for this limited license, no right, title, or interest shall be transferred to Customer. Customer may not download (other than through page caching necessary for personal use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Products and Services without our express written consent. Local Fiber does not promote, foster, or condone the copying of third-party content or any other infringing activity.

Customer may not circumvent, remove, alter, deactivate, degrade, or thwart any content protections in the Products and Services. Customer may not frame or

utilize any framing techniques to enclose any trademark, logo, or other proprietary information of Local Fiber without our express written consent. Customer may not purchase search terms or use any meta tags or hidden text utilizing the Local Fiber name or trademarks without Local Fiber's express written consent. Any unauthorized use of the Products and Services or its contents will terminate the limited license granted and result in the cancellation of membership.

15.4 Third-Party Apps, Software, Products, Services, and Websites

Local Fiber may recommend or provide access to third-party apps, software, products, services, or websites. Such access is provided as a convenience and does not imply any endorsement by Local Fiber. Customers may use these third-party services at Customer's own risk. Local Fiber makes no representations or warranties regarding third-party services and is not responsible for any issues arising from their use.

15.5 Claims of Copyright Infringement

Local Fiber respects the intellectual property rights of others and does not condone unauthorized reproduction or distribution of copyrighted content. If Customer believes work has been reproduced in a way that constitutes copyright infringement, notify Local Fiber immediately at info@LocalFiber.com.

15.6 Anti-Corruption, Export, and Sanctions Compliance

Customer represents, warrant, and covenant that Customer, Customer's affiliates, and Relevant Parties will comply with all applicable anti-corruption, export, and sanctions laws, including but not limited to the U.S. Foreign Corrupt Practices Act, anti-bribery laws, anti-kickback laws, anti-money laundering and anti-terrorist financing laws, and any other Applicable Laws.

Customer agrees not to engage in any corrupt or illegal activities related to the use of the Products and Services, including directly or indirectly offering or accepting any money, gift, or advantage to obtain or retain business. Customer shall implement an effective compliance program, conduct necessary screenings of Relevant Parties and customers, and secure all necessary export/sanctions licenses.

Customer represents that neither Customer nor Customer's Relevant Parties are on any Sanctions List or otherwise subject to sanctions, and that Customer will maintain appropriate controls to protect cardholder data, personally identifiable information (PII), and protected health information (PHI). Customer will comply with applicable data protection laws and maintain a minimum of \$1,000,000 in cyber liability insurance coverage.

Failure to comply with these representations will constitute a material breach of these Terms, allowing Local Fiber to terminate Customer access to the Products

and Services without further liability. Local Fiber may also seek indemnification and other legal remedies for any breaches or violations

16. Data Protection and Compliance

16.1 Compliance Requirements

All parties agree to comply with all applicable data protection and privacy laws, regulations, and industry standards, including but not limited to the Payment Card Industry Data Security Standard (PCI DSS), General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and any other relevant data protection laws in jurisdictions where they operate or collect data from individuals.

16.2 Data Security Measures

All parties shall implement and maintain appropriate technical and organizational measures to protect personal data and sensitive information. This includes encryption, access controls, regular security assessments, and employee training on data protection best practices.

16.3 Data Breach Notification

Upon becoming aware of an unauthorized access incident or data breach affecting any party's data, the party responsible for the breach must promptly notify the other party within 72 hours, in accordance with applicable data breach notification laws. Notification must be sent by email to Info@localfiber.com and by calling the relevant account representative. All parties agree to cooperate fully with any investigation or remediation efforts.

16.4 Audits and Certifications

Upon request, each party shall provide documentation demonstrating compliance with applicable data protection laws and regulations. This may include relevant certifications or audit results.

17. Indemnification for Non-Compliance

Each party agrees to indemnify and hold the other harmless from any claims, damages, or losses arising from its failure to comply with the data protection and compliance requirements outlined in this section.

17.1 Performance Exclusions

Local Fiber shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including but not limited to Force Majeure Events, Regulatory Changes, Unauthorized Access/Data Breaches, or other exclusions as outlined below.

17.1(a) Force Majeure Events

Force Majeure Events include but are not limited to acts of God (e.g., earthquakes, floods), natural disasters (e.g., wildfires), wars, civil unrest, labor

disputes (e.g., strikes), government actions (e.g., embargoes), power failures, internet breakdowns, pandemics, or public health emergencies.

Notice Requirement: Local Fiber shall notify the Customer within 10 days of becoming aware of any Force Majeure Event that may affect its performance.

Mitigation Efforts: Local Fiber shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

Termination Rights: If a Force Majeure Event continues for more than 60 days and materially affects Local Fiber's ability to perform its obligations under this Agreement, either party may terminate this Agreement without further liability by providing written notice to the other party.

17.2 Regulatory Changes

Local Fiber shall not be liable for any delays or failures in performance resulting from changes in applicable laws or government policies that materially impact Local Fiber's ability to provide services under this Agreement.

Notice Requirement: Local Fiber shall notify Customer within 30 days of becoming aware of any regulatory changes that may affect its performance.

Mitigation Efforts: Local Fiber shall use commercially reasonable efforts to comply with new regulatory requirements and continue providing services where feasible.

Termination Rights: If compliance with new regulations renders continued performance impractical or impossible, either party may terminate this Agreement upon 60 days' written notice without further liability.

17.3 Unauthorized Access and Data Breaches

Local Fiber shall not be liable for any unauthorized access incidents unless caused by gross negligence or willful misconduct. In cases where unauthorized access occurs due to factors beyond Local Fiber's control (e.g., third-party attacks):

Notification Requirement: Upon becoming aware of an unauthorized access incident or data breach affecting Customer's data, Local Fiber will promptly notify Customer within 72 hours, in accordance with applicable data breach notification laws.

Breach Response: Local Fiber will take commercially reasonable steps to investigate the breach, mitigate its effects, and prevent further unauthorized access where possible.

Limitation on Liability: Local Fiber shall not be liable for damages arising from unauthorized access incidents unless caused by gross negligence or willful misconduct. This limitation includes but is not limited to:

- Loss of profits
- Business interruption
- Loss of data

Customer Obligations: The Customer agrees to implement appropriate security measures on its own systems and promptly notify Local Fiber if it becomes aware of any potential vulnerabilities that could lead to unauthorized access.

17.4 Other Exclusions

In addition to Force Majeure Events, Regulatory Changes, and Unauthorized Access/Data Breaches as outlined above, Local Fiber shall not be liable for performance failures due to:

- The failure of third-party service providers or vendors to perform their obligations;
- Interruptions or delays caused by routine maintenance or upgrades;
- Customer's failure to provide necessary access or information required for Local Fiber to perform its obligations;
- Customer's use of unauthorized hardware or software that interferes with Local Fiber's services;
- Any act or omission by Customer that results in a breach of these Terms.

Local Fiber will use commercially reasonable efforts to minimize the impact of such exclusions on service performance and will notify Customer promptly if such exclusions are expected to cause significant delays.