

## **SCHEDULE B SLIC – STANDARD TERMS AND CONDITIONS OF SERVICE (APPLICABLE TO ALL SERVICES)**

1. SCOPE. These Standard Terms and Conditions of Service apply to the provisioning of all telecommunications, Internet and video Services by Slic Network Solutions (aka "Slic") to Customer under the Subscriber Services Agreement ("Agreement") of which this Schedule B is a part. The Services are offered to the Customer by Slic or by an entity (the "Authorized Entity") which is an affiliate of Slic authorized to provide the Services. The Standard Terms and Conditions of Service of the Agreement are, and shall be, applicable to the Services provided to the Customer by each Authorized Entity.

2. TERM. The Agreement shall be effective on the Effective Date indicated in the Agreement and shall continue in full force and effect for the time period indicated in Section 3 of the Agreement ("Term"), unless earlier terminated in accordance with the provisions of this Agreement. After expiration of the Term, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to expiration of the then current Term. Slic's provision of Services is contingent upon Customer's compliance with Slic's credit requirements, which requirements may be revised, in Slic's sole reasonable discretion, during the Term hereof.

3. RATES AND CHARGES. The rates and charges for the Services shall be those set forth in Schedule A to the Agreement (the "Rate Schedule") or other appropriate schedule thereto and/or (in the case of regulated telecommunications services) Slic's tariffs, as applicable and as amended from time to time. In the case of inconsistency between the tariff and this Agreement, this Agreement shall prevail. The rates and charges in the Rate Schedule apply only to the Services provided at the Service Address listed on the Rate Schedule of the Agreement. Each additional Customer location added after the Effective Date of the Agreement shall require its own rate schedule. For any Slic service used by Customer for which a rate is not specified in the Agreement, Slic's standard business rate shall apply.

4. **TAXES AND SURCHARGES.** In addition to the stated rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on the Customer, Slic, or upon the provision, sale, or use of the Services, excluding taxes based on Slic's net income. Customer shall be responsible for the payment of all surcharges assessed by Slic in effect from time to time, including but not limited to state and federal Universal Service Fund assessments, number portability charges, Subscriber Line Charges (EUCL), E-911, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff, and/or as specified on the Slic website at [www.slicfiber.com](http://www.slicfiber.com). To the extent a sale is claimed to be subject to a tax exemption, and Customer provides Slic with a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, Slic agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide said certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate. In the event it is determined by the taxing or regulatory authority that Customer was not eligible for the tax exemption, and Slic is required to make payment of any tax, interest, or penalty with respect to such improper exemption, Customer shall hold harmless and indemnify Slic from and against any such payment, tax, interest, or penalty.

5. **BILLING AND PAYMENT.** Billing for a Service shall commence on the Effective Date of the Agreement. Bills will be sent to Customer on the first business day of each calendar month. Recurring charges are billed in advance, usage charges are billed in arrears. All bills are due and payable upon receipt. If Customer's bill is not paid by the date which is twenty (20) days after the invoice date listed on the bill (the "Due Date"), Customer also shall pay Slic a monthly late charge equal to 1.5% per month of the unpaid balance due, compounded monthly (or such lesser charge as is the maximum amount permitted under applicable law) until all amounts due are paid. Customer must provide Slic with written notice of any disputed charge(s) within sixty (60) days after the invoice date listed on the bill, or shall be deemed to have waived its rights to dispute the charges. In the event of any dispute, Customer shall pay all undisputed amounts in full by the Due Date.; Payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section 5. The dispute notice shall set forth in writing, in reasonable detail, the information concerning the disputed charges and reasons for the dispute. Slic and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Slic, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution, including late charges, at the rate specified above, from the original due date. If the dispute is subsequently resolved in favor of Customer, Slic shall issue a credit on Customer's subsequent invoice for the disputed amount. If Slic initiates legal proceedings to collect any amount due hereunder or to enforce any other provision of this Agreement or applicable tariff, and Slic substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Slic in prosecuting such proceedings and any appeals therefrom. Except as may be required by applicable law, all payments from Customer shall be applied on a first billed – first paid basis, against bills outstanding.

6. TERMINATION. a) A Party may terminate the Agreement on thirty (30) days' written notice if the other Party materially breaches this Agreement and such breaching Party fails to cure the breach within such notice period, provided that the cure period for breach of any of Customer's payment obligations shall be ten (10) days. b) A Party may terminate the Agreement upon written notice to the other Party if (i) the other Party dissolves or becomes insolvent or bankrupt; (ii) the other Party makes an assignment for the benefit of creditors; (iii) the other Party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; (iv) a trustee or receiver of the other Party is appointed; or (v) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other Party and is not dismissed within sixty (60) days. c) If Customer (or any Customer affiliate) is in default of the terms of any other agreement between Slic or any Slic affiliate and Customer (or any Customer affiliate), including but not limited to any payment obligation to Slic or its affiliates, then Slic, at its sole option, may consider such default as a default under this Agreement and provide notice of default in accordance with the terms of this Agreement. Customer further understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it (or any Customer affiliate) has entered into with Slic and/or its affiliates. Customer understands and agrees that any such breach shall authorize Slic and/or any of its affiliates to immediately suspend performance under, and or terminate, said agreements with Customer (or Customer's affiliates) for default. d) In addition to Slic's remedies under Section 5 and Section 6(a) hereof, Slic shall have the right, on twenty (20) days prior notice, to immediately and without further notice suspend or terminate Services to Customer in the event of nonpayment by the Due Date of any charges not disputed in accordance with the provisions of Section 5. If Customer's Service(s) have been terminated or suspended and Customer wishes to reactivate such Service(s), Customer shall pay a reactivation fee to Slic in accordance with Slic's policy at the time of such reactivation.

7. TERMINATION LIABILITY. If the Agreement is terminated by either Party at any time after the Effective Date, but prior to the expiration of any applicable Term, Customer shall pay to Slic, immediately upon demand, (i) all sums then due and unpaid plus (ii) an Early Termination Fee in an amount equal to the average aggregate monthly fees (recurring and usage) billed by Slic to Customer up to the time of such termination, times the number of months left in the Term. No Early Termination Fee will apply in the event the Agreement is terminated by Customer pursuant to Section 6.a) or b) above, however, in such event Customer shall be responsible for payment of all charges incurred prior to the termination date.

8. COMPLIANCE WITH LAWS. Each Party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services. Without limiting the foregoing, all customers that utilize the Services for the purpose of making telephone solicitations must comply with the national do-not-call requirements, including the rules as set forth in 47 C.F.R. Section 64.1200 and 16 C.F.R. Part 310. Failure to do so shall constitute a material breach of the Agreement.

## 9. UNAUTHORIZED USE OF SERVICES.

a) Except as provided in subsection

(b) below, Customer, and not Slic, shall bear the risk of all loss arising from any unauthorized or fraudulent access to or use by any person, of services provided to Customer or to Customer's equipment or connections. Slic reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any illegal use, fraud, or abuse in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations.

(c) Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that

(i) Customer has previously notified Slic of the problem;

(ii) the problem or unauthorized access occurred on Slic's side of a Network Interconnection Point;

(iii) the problem was within Slic's reasonable ability to correct or prevent, and

(iv) Slic negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage. Notwithstanding anything herein to the contrary, the security of Customer's premises, equipment, and access to Services, either at Customer's premises or remotely through Customer's network or equipment, are the sole responsibility of Customer. Customer shall be solely responsible for unlawful access made on Customer's side of the Network Demarcation Point.

10. SLIC DOES NOT MAKE, AND AFFIRMATIVELY DISCLAIMS, AND CUSTOMER WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE OR EQUIPMENT PROVIDED BY Slic HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. SLIC DOES NOT AUTHORIZE ANY PERSON TO MAKE A WARRANTY ON SLIC'S BEHALF, AND CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF Slic. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT. 11. LIMITATIONS OF LIABILITY.

a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, PROFITS, BUSINESS OPPORTUNITY, CUSTOMERS, CLIENTS OR GOODWILL, ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER; PROVIDED, HOWEVER NOTHING HEREIN SHALL LIMIT CUSTOMER'S LIABILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES.

b) SLIC'S MAXIMUM LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY SERVICE OR EQUIPMENT PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, FAILURE, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE OR EQUIPMENT), OR ANY BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL BE AS FOLLOWS: (I) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN OR FAILURE TO PROVIDE, OR SUBSTANDARD PROVISIONING OF ANY EQUIPMENT OR SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT SET FORTH IN SECTION 5 OF THE AGREEMENT; (II) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY Slic's NEGLIGENT ACTS OR OMISSIONS THE AMOUNT OF DIRECT DAMAGE; ; AND (III) FOR ALL OTHER CLAIMS NOT COVERED BY THE FOREGOING SUBSECTIONS, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE CHARGE APPLICABLE UNDER THE AGREEMENT FOR THE PERIOD DURING WHICH SERVICES WERE AFFECTED. IN NO EVENT SHALL Slic's AND ITS AFFILIATES' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO Slic HEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

c) Slic also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by Slic; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the Service Level Agreement set forth in Section 5 of the Agreement); or unauthorized access to or theft, alteration, loss or destruction of Customer's, users' or third parties' applications, content, data, programs, information, network or systems.

12. **FORCE MAJEURE.** Except with respect to Customer's payment obligations, notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for any delay or failure in performance of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, terrorism, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure ceases.

13. **RELATIONSHIP OF PARTIES.** Neither the Agreement nor the provision of Service or Equipment hereunder shall be deemed to create any joint venture, partnership or agency between Slic and Customer. The Parties are solely independent vendor and customer and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

14. **SLIC OWNED AND LEASED FACILITIES.** From time to time during the Term of the Agreement Slic may, in connection with providing Services to Customer, lease Equipment to Customer or locate Slicowned Equipment on Customer's premises. All such Equipment shall be listed on Schedule A to the Agreement, which may be amended by Slic from time to time if Slic, in its sole discretion, changes the Equipment configuration. Customer acknowledges and agrees that all right, title and interest in such Equipment shall at all times be vested, and remain, in Slic. Customer agrees that Slic has the right to file all necessary notices (such as UCC-1 financing statements) on all such Equipment. Customer shall return all such Equipment in the same condition as received (reasonable wear and tear excepted) to Slic upon the expiration or termination of Services provided under this Agreement. If for any reason Customer fails to promptly return such Equipment to Slic, Customer acknowledges and agrees Slic shall have the right to enter Customer's premises to remove such Slic Equipment. Customer shall be liable for any loss, damage, or theft to such Equipment caused by the fault, act, or omission of Customer, or agents, or any other person (except Slic personnel) gaining access to Customer's premises. If Slic enters Customer's premises to recover such Equipment or initiates legal action in connection with the recovery of the Slic Equipment, Customer shall indemnify and hold Slic harmless from any and all costs, fees, actions, recovery, suits and/or damages that may be suffered by Slic or any third party in connection with such proceedings and shall reimburse Slic for all court costs and legal fees (including attorney's fees) incurred by Slic in connection with such recovery proceedings or Customer's indemnity. Slic will repair and/or replace Slic's Equipment at Customer's premises at no charge, if the repair and/or replacement is not the result of Customer's negligence, fault, or abuse, or that of any personnel (other than Slic personnel) gaining access to Customer's premises. Customer shall be responsible, at its cost, for provision of all electric connections, power consumed, and necessary environmental conditioning for Slic's Equipment at Customer's premises.

15. MAINTENANCE. Customer acknowledges that, except for the Equipment described in Section 14, above, Customer owns and is responsible for the maintenance of all inside wire, cable, connections, hardware (including customer premises equipment) and software on Customer's side of the network interface device (NID) on the outside wall of Customer's premises, or on Customer's side of any other Network Interface Point.

16. NOTICES. All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

17. ENTIRE AGREEMENT. The Agreement, including these Standard Terms and Conditions and all other Schedules or Tariffs referenced in the Agreement which are applicable to the Services purchased by the Customer, or applicable to Equipment provided by Slic, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services and Equipment. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and Conditions of Service and any Schedule, the provisions of these Standard Terms and Conditions of Service shall take precedence unless otherwise specified in the Schedule. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

18. WAIVER. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

19. CPNI. Under federal law, Customer has the right, and Slic has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Slic and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services of Slic and its affiliates. In the event of any merger, sale of some or all of the company assets or acquisition such CPNI may be shared with or provided to any successor in interest to Slic. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Slic in writing at 3330 State Highway 11B, PO Box 150, Nicholville, NY 12965 Attn: Customer Service and provide the following information:

(1) Customer name,

(2) Service billing address,

(3) telephone number including area code, and

(4) service account number.

Removing consent will not affect the Customer's current Service.

20. SEVERABILITY. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the Parties shall promptly attempt to negotiate a substitute therefore.

21. ASSIGNMENT. Neither Party may assign the Agreement without the written consent of the other Party, which consent shall not unreasonably be withheld or delayed; provided that no such consent shall be required for any assignment by a Party to an entity that either controls or is controlled by or is under common control with that Party; or to an entity which succeeds to all or substantially all of such Party's assets or ownership interests whether by merger, sale or otherwise; or to any institutional lender to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any affiliate of the assignor. In the event of any assignment by Customer as permitted hereunder, the assignee must comply with Slic' S credit and security requirements, and said assignment does not release Assignee from liability under this Agreement.



22. GOVERNING LAW. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Each Party consents to the exclusive personal jurisdiction in the state and federal courts of the State of New York.

23. SURVIVAL OF TERMS. All terms of this Agreement which by their nature are intended to survive termination or expiration of these Standard Terms and Conditions of Service, including but not limited to Sections 4, 5, 6, 7, 8, 9, 10, 11, 14, 19, and 21 of the Terms and Conditions of Service shall survive such termination or expiration for the applicable statute of limitations.