

UCEA COMMERCIAL BROADBAND TERMS AND CONDITIONS

1. Background. UCEA provides broadband Internet services and other related broadband services (collectively and individually referred to as the "Services"). Customer wishes to purchase the Services, and UCEA agrees to provide such Services ordered by Customer, pursuant to the terms of the Agreement. This Agreement shall only apply to the Services.

2. Term. This Agreement term shall be month-to-month, unless otherwise specified on the attached High Speed Internet Order Form, and shall commence on the date the Services are installed at the Customer premises. If the initial term is for a specified period of months, the Agreement will automatically renew thereafter for additional one (1) year terms unless either party provides written notice of its intention not to renew the agreement at least thirty (30) days prior to the expiration of the then current term.

3. Payment & Billing.

a. All UCEA charges for the Services purchased by Customer shall be included on Customer's monthly bill from the Union City Energy Authority (UCEA). Such charges shall be individually listed by Service.

b. Customer is responsible for payment of all charges for the Services furnished under the Agreement.

c. Taxes, tax-like charges and other local, state or federally charged, imposed or authorized fees, charges and surcharges, if applicable, are not built into UCEA's rates, and therefore, will be included on Customer's monthly bill. Customer agrees to pay all such amounts.

d. If Customer fails to pay all amounts due, UCEA may charge Customer, in addition to all other payments due, all costs associated with the collection of past due amounts, including court costs, service fees, collection agency fees and its reasonable attorney's fees.

e. UCEA reserves the right to require a security deposit from Customer to secure payment for the Services. Any such security deposit shall be returned to Customer in the net deposit amount only upon full and final payment of all charges incurred under the Agreement. If Customer fails or refuses to remit such payment, UCEA may deduct any such amounts owed from Customer's security deposit and refund the balance, if any, to Customer.

f. UCEA reserves the right to charge a late payment charge, not to exceed the highest rate allowed by law, on any amount due for the Services which is more than thirty (30) days past due.

4. Enforceability. This Agreement is not valid and enforceable unless accepted and approved by UCEA

5. Limitation of Liability. UCEA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. UCEA DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. IN NO EVENT WILL UCEA BE LIABLE FOR LOSS OF PROFITS OR FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICES INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE BY UCEA AND WHETHER OR NOT UCEA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, UCEA SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS GAINING ACCESS TO CUSTOMER'S COMPUTERS AND EQUIPMENT, SECURITY BREACHES, VIRUSES, EAVESDROPPING, INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES, OR ANY USE OF THE EQUIPMENT OR SERVICES OF UCEA THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR INTELLECTUAL PROPERTY OR CONTRACTUAL OR OTHER RIGHTS OF ONE OR MORE THIRD PARTIES. UCEA'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY CAUSE AND CUSTOMER'S TOTAL REMEDY SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICES.

6. Power Outages. CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE SERVICES KNOWING THAT THE SERVICES DO NOT HAVE THEIR OWN POWER SOURCE AND ARE SUBJECT TO POWER OUTAGES WHICH MAY AFFECT CUSTOMER'S ABILITY TO UTILIZE 911 SERVICES, HOME SECURITY MONITORING SERVICES, AND OTHER DEPENDENT SERVICES, UNTIL SUCH POWER IS RESTORED.

7. Adjustments. UCEA may, for regulatory reasons which adversely affect the cost of providing the Service, increase the rates charged to Customer, delete or modify services provided hereunder, or pass through to Customer all or a portion of any change or surcharge directly or indirectly related to such regulatory activity. UCEA may also change the terms of its tariff and/or acceptable use policies. Customer's continued use of the Services after implementation of a change shall be considered consent to any such changes. To the extent that it is practical, UCEA will provide reasonable advance notice of such change to the Customer.

8. Internet Speeds. Customer understands and acknowledges that all speed and throughput levels for UCEA High Speed Internet Services listed in the Agreement are "up to" levels and represent the higher end of the ranges of speed and throughput Customer can expect to receive from such Internet Services. Because there are many factors outside of UCEA's control, including Customer's computer configuration that may affect the speed of the Internet Service received by Customer, UCEA makes no guarantee that any of UCEA's Internet Services will perform at such speeds or throughput level.

9. Acceptable Use of Services. By signing this Agreement, Customer agrees to be bound by UCEA's Acceptable Use Policy, published online at www.unioncityenergy.com/use-info-policies.asp, (then click the appropriate link). Customer's continued use of any part of the Services means that Customer accepts and agrees to the Acceptable Use Policy as well as these Terms and Conditions. Customer is further encouraged to read and follow the Acceptable Use Policy, including any updates that might be published from time to time at the aforementioned web address. UCEA reserves the right to revoke or suspend services to any Customer who knowingly violates the Acceptable Use Policy.

10. Service Revocation/Termination. UCEA is providing the Service to the Customer solely for Customer's own lawful use with its business. Customer may not sell, resell, lease or otherwise convey the Service or rights to use the Service to Customer's own customers or any third party, or otherwise allow any unaffiliated party to purchase or use the Service. In the event that UCEA reasonably believes that Customer is using a Service for any purpose in breach or violation of this Agreement or the above-referenced Acceptable Use Policy, or for any non-permitted, or unlawful purpose, without limiting any other legal remedies, UCEA may immediately discontinue such Service to the Customer without liability. Upon such occurrence any prepaid fees shall be forfeited by Customer. Customer agrees that any violation of the terms of this Agreement, the Acceptable Use Policy, or any non-permitted or unlawful use by Customer may result in the termination of Service by UCEA, without notice and at UCEA's sole discretion. Revocation of Service does not relieve Customer of the obligation to pay any amounts due and owing up to the termination date.

11. Early Termination of Services by Customer. By signing this Agreement, Customer agrees to maintain service with UCEA for a minimum period of time. Early termination of this Agreement by Customer does not relieve Customer of the obligation to pay all fees owed under this Agreement for the duration of the minimum term.

12. Representations and Warranties. Both UCEA and Customer represent and warrant that: (i) it has full power and authority in a corporate capacity to enter into this Agreement and to carry out the provisions of this Agreement; (ii) this Agreement has been duly authorized by all necessary and proper action

of such party; (iii) the person executing this Agreement on its behalf is duly authorized to do so; (iv) no consent, approval or authorization of any third party is required in order for such party to enter into, execute or perform this Agreement; and (v) this Agreement is binding upon such party and enforceable against it in accordance with its terms.

13. General. This Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreements, whether written or oral. Notwithstanding anything to the contrary, Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. Except for the limitation above, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. The Agreement is a legally binding contract between UCEA and Customer which binds and insures to the benefits of their respective principals, successors and assigns. The format, words and phrases used in this Agreement shall have the meaning generally understood in the Broadband Telecommunications Industry. For purposes of construction, the singular includes the plural and vice versa.