



NewConnect, LLC – Terms and Conditions

1. **Provision of Service.** Pursuant to the Terms and Conditions of this Agreement, NewConnect will provide Client with Internet access as described (for use by Client and its affiliate) and for the Service Charges specified in the Service Plan or Service Order.
2. **Service Plan.** The Service Plan or Service Order defines the level of service to be provided to the Client under this Agreement, as well as the initial term of service, installation date, and service charges. Basic installation includes up to 250 feet of cable run to the NewConnect provided/approved router in the Client office (i.e. demarcation point), service turn-up, and testing. Basic network technical support is free. Basic technical support is limited to issues affecting the quality of the Internet signal to (and not beyond) the Client's router. The regular hourly rate of \$110 per hour will be charged for advanced network technical support requested by Client for issues requiring support beyond the demarcation point.
3. **Ownership.** NewConnect owns all right, title, and interest in and to the Service, the Network, and certain equipment provided by NewConnect installed at the Client site. Client agrees to allow New Connect to remove NewConnect owned equipment within five (5) days of Service termination. All intellectual property owned by the Client or its affiliates as of the date hereof, or developed or acquired by the Client or its affiliates hereafter, shall be and remain the property of such party.
4. **Access.** Client grants the right to NewConnect and its subcontractors to access its premises and the building for the installation, testing, removal, replacement, maintenance, repair and operation of NewConnect equipment and Service.
5. **Client Requirements.** Client must provide, at no cost to NewConnect, workspace and storage space at the building for the installation, testing, removal, replacement, maintenance, repair and operation of the NewConnect equipment and Service which must include, without limitation, space on the building and in electrical or telephone rooms for installation of the electronic equipment required to deliver Service. Client shall obtain appropriate authorization from the landlord as required. Client must have certain hardware in order to access and use the Service. Client will be solely responsible for obtaining and maintaining the computer equipment necessary to access and use the Service, including wireless or standard network cards, computer hardware and software, and for ensuring that such equipment is compatible with NewConnect's Service.
6. **Acceptable Use Policy.** Client use of the Service must adhere to NewConnect's Acceptable Use Policy (Appendix) at all times. Client agrees to permit NewConnect or its representatives to access its account and records in response to a subpoena, provided that in such case, NewConnect will provide written notice to Client not less than five (5) business days in advance of such required disclosure, to allow Client the opportunity to seek relief from or protection against such disclosure. NewConnect reserves the right to terminate the Client account without liability, if Client fails to comply with the Acceptable Use Policy within thirty (30) days of written notice describing in detail the alleged violation of such policy.
7. **Payment.** Client is responsible for all charges resulting from use of the Service, in accordance with the terms of this Agreement. Client agrees to pay all applicable fees, connect time charges, surcharges, applicable taxes and other charges regarding the Service to the extent explicitly set forth in the Service Plan (Service Order). The monthly charges and the normal installation charge will appear as separate line items on Client invoice each month. Invoices are sent monthly in advance. Client agrees to pay all invoiced amounts (to the extent explicitly set forth on Service Order by check, credit card or direct deposit to an account designated by NewConnect for the Service within thirty (30) days of receipt of such invoice. without counterclaim, set-off or deductions, except for amounts disputed in good faith. A late charge shall be added to Client past due balance (which shall not include amounts disputed in good faith) of the minimum of \$25.00 or maximum of 1.5% per month or the maximum legal rate, whichever is higher. Client agrees that its obligation to pay service charges and all taxes, to the extent explicitly set forth in Service Order, under this Agreement shall survive the termination of this Agreement. Past due accounts will result in suspension and possible termination of the Service, Client shall also be liable for all reasonable attorney and collection fees arising from NewConnect's efforts to collect any unpaid balance of Client account(s). In the event that Client account for the Service is terminated or cancelled, online time credited to Client account is not convertible to cash or other form of credit.
8. **Privacy.** NewConnect will not disclose Client name, address, email address, telephone number, or any other personal information to any third party without Client prior consent. NewConnect may disclose such information to a governmental authority, or at the order of such authority to the extent required by law. However, in such case, NewConnect will provide written notice to Client not less than five (5) business days in advance of such pending disclosure, to allow Client the opportunity to seek relief from or protection against such disclosure.
9. **Disclaimer of Warranties.** SUBJECT IN EVERY CASE TO THE STANDARDS AND OBLIGATIONS SET FORTH IN THE SLA, WHICH ARE NOT WAIVED, MODIFIED OR DIMINISHED BY THIS SECTION OR ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT EXPRESSLY AGREES THAT NEWCONNECT IS PROVIDING THE SERVICE TO THE CLIENT "AS IS" WITHOUT ANY ADDITIONAL WARRANTY OF ANY KIND. CLIENT ASSUMES THE RISK OF ANY AND ALL LOSS FROM USE OF, OR INABILITY TO USE THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT IN EVERY CASE TO THE STANDARDS AND OBLIGATIONS SET FORTH IN THE SLA, NEWCONNECT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND NEWCONNECT'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY NEWCONNECT, ITS EMPLOYEES, OFFICERS AFFILIATES, AGENTS, LICENSORS, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY, CONDITION OR GUARANTEE OF ANY KIND OR NATURE. SUBJECT IN EVERY CASE TO THE STANDARDS AND OBLIGATIONS SET FORTH IN THE SLA, NEITHER NEWCONNECT NOR ITS EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, LICENSORS, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR THAT THE RESULTS WILL BE ERROR FREE.

10. **Limitation of Liability.** CLIENT AGREES TO USE ALL OF NEWCONNECT'S SERVICES AT CLIENT'S OWN RISK, EXCEPT IN THE INSTANCE OF NEWCONNECT'S RECKLESS, INTENTIONAL OR NEGLIGENT MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEWCONNECT BE LIABLE TO CLIENT, ANY REPRESENTATIVE OR THIRD PARTY, FOR, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT BY NEWCONNECT WHETHER ARISING UNDER TORT, IMPLIED OR STATUTORY WARRANTIES, STRICT LIABILITY OR BREACH OF CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO NEWCONNECT'S CONTROL. CLIENT AGREES THAT NEWCONNECT SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO NEWCONNECT'S CONTROL OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CLIENT INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. NEWCONNECT SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CLIENT OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND "DENIAL OF SERVICE" ATTACHMENTS) INTRODUCED DUE TO THE NEGLIGENCE OR INTENTIONAL ACT OF SUCH THIRD PARTIES. WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT IT WILL NOT HOLD NEWCONNECT RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CLIENT FOR DAMAGES, (B) LOSS OF OR DAMAGE TO THE CLIENT'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO CLIENT ASSOCIATED WITH THE INOPERABILITY OF CLIENTS' EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICE OR THE NEWCONNECT NETWORK, TO THE EXTENT THAT THE FOREGOING IS BEYOND THE REASONABLE CONTROL OF NEWCONNECT.

11. **Indemnification.** NewConnect shall indemnify and defend Client against claims arising from the negligence, willful misconduct, or material breach of this Agreement by NewConnect, its employees, contractor's and agents.
12. **Applicable Law.** This Agreement and all matters arising under it shall be governed by the applicable laws of Montgomery County, State of Maryland, USA.
13. **Term and Termination.** The term of this Agreement shall become effective on the date Service first becomes available and shall remain in effect for an initial twelve (12) consecutive months or an Initial Term period specified in the Service Order, whichever is longer. Thereafter, this Agreement shall be automatically renewed (a) indefinitely for one (1) year terms unless either party gives the other at least thirty (30) days notice that it is terminating this Agreement before the anniversary date of each renewal, or (b) a renewal period specified in the Service Order. In the event the Client wishes to terminate the Agreement prior to the end of the Initial Term or the Renewal Term, the Client will be liable for the balance of the remaining monthly payments in full. A \$150.00 re-connect charge will be assessed for accounts that have been disconnected for non-payment. In addition to any other rights of the Parties set forth herein, NewConnect reserves the right to (1) terminate the Agreement immediately upon the loss of acceptable physical conditions between the NewConnect Access Points and the Client's site, or (2) restrict, suspend, or terminate the Agreement, Client use of or access to the Service, or both at any time if, in NewConnect's reasonable judgment, an immediate restriction, suspension, or termination is necessary to protect the NewConnect. Either Party may terminate this Agreement for cause upon the occurrence of any of the following events: (a) if the other Party ceases to do business, or otherwise terminates its business operations; (b) the filing by or against a Party in any court of competent jurisdiction of a petition in bankruptcy or insolvency, or for reorganization, or the appointment of a receiver or trustee, or the making of an assignment for the benefit of creditors; (c) if the other party materially breaches any provision of this Agreement, other than payment of fees due hereunder, and fails to fully cure such breach within thirty (30) days from written notice describing the breach, provided, that if such cure cannot reasonably be made within thirty (30) days, then as long as the breaching party is diligently pursuing a cure, such Party shall have an additional thirty (30) days to correct such breach; or (d) if the other Party fails to pay when due any fees due hereunder and fails to fully cure such breach within seven (7) business days from written notice of such breach. Upon termination or expiration of this Agreement due to Client default, Client shall make all payments for Services provided up to the date of termination and allow NewConnect to remove any equipment installed in Client building or premises within sixty (60) days of termination.
14. **Entire Agreement.** With respect to the subject matter of this Agreement, this Agreement and the attached Appendices supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized



unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties have relied solely upon the representations and agreements contained in this Agreement and no others.

- 15. **Amendment.** This Agreement may not be amended except by an instrument in writing signed by both Parties; .
- 16. **Attorney Fees.** Should any legal action be pursued to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
- 17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and authorized assigns. Client may not assign this Agreement without the prior written consent of NewConnect. Notwithstanding the foregoing, Client may assign this Agreement to any affiliate of Client, or to any successor by merger (provided that any such affiliate has adequate resources to meet the obligations of Client hereunder, and that such assignment or merger is not intended to enable Client to avoid fulfilling its obligations hereunder, and may collaterally assign this Agreement to any institutional lender. NewConnect may assign this Agreement without the prior consent of Client.
- 18. **Force Majeure.** Except as to payment obligations of the Client, neither party shall be liable or deemed to be in default for any delay, failure of performance under this Agreement, or other interruption of service deemed to result, directly or indirectly, from Force Majeure (which shall include, without limitation, war, fire, earthquake, flood, hurricane, riots, acts of God, internet service provider failures or delays (other than NewConnect), denial of service attacks, or other similar causes, and excluding any event that affects only one party, an increase in prices, or a change of law) or any cause beyond the reasonable control of either party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable provided that the affected Party (a) provides the other Party with prompt notice (to the extent possible) of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event If such Force Majeure event shall continue for a period of sixty (60) days either Party may terminate this Agreement.
- 19. **Notices.** Notices if required must be sent in writing by email, courier or first class mail (postage pre-paid) to the appropriate contact point listed below, and are considered made when

received at that address. In the event of an emergency, NewConnect may only be able to provide verbal notice first; such verbal notice will be followed by written notice. Client is responsible for accuracy of its contact information listed below. NewConnect notices to:

NewConnect, LLC
c/o Client Notice
3705 Curtis Court
Chevy Chase, MD 20815
(800) 436-3098
info@gonewconnect.com

CUSTOMER

By: _____

Name: _____

Date: _____

NEWCONNECT, LLC

By: _____

Name: _____

Date: _____