

Tularosa Communications, Inc. (TCI)
General Service Terms and Conditions

Updated: June 11, 2018
Effective: June 11, 2018

APPLICABILITY

These Terms and Conditions apply to all services provided by TCI unless otherwise agreed by both TCI and customer.

AVAILABILITY AND PERFORMANCE

Unless otherwise specifically agreed, all TCI services are provided on a best-effort basis. While TCI makes reasonable efforts to ensure service performance and reliability, TCI does not guarantee performance, nor is TCI responsible for loss of service or loss of data under any conditions.

Services may be delivered over a variety of access technologies such as fiber to the premise (FTTP), digital subscriber line (DSL), fixed terrestrial wireless, or any other access technology deemed adequate by TCI. Services may not be available at all locations within TCI's service footprint, and some locations may only have access to limited service options. Availability at a particular location is determined solely by TCI and may change over time.

Availability, pricing, and performance metrics such as speed and latency, are available by contacting TCI customer service. A field visit may be required to confirm availability.

TCI is committed to ensuring the open and non-discriminatory use of the Internet by its customers and uses reasonable and industry standard network management practices to help ensure its customers receive reliable service.

TCI will utilize a number of techniques to prevent spam and minimize possible damage to its network or customers' computers caused by viruses, malware, or other malicious content. For instance, TCI may limit the number of login, SMTP, DNS, and DHCP transactions per second (at levels far above normal rates) that customers can send to TCI's servers in order to protect them against Denial of Service (DoS) attacks.

In rare cases, TCI may also block a limited number of internet protocol (IP) ports that are commonly used to send spam, launch malicious attacks, or steal a customer's information.

From time to time, areas of TCIs network may become congested. When that happens, TCI may identify which customer connections are using the greatest amounts of bandwidth and temporarily manage their Internet traffic until the network is no longer congested. Customers will still be able to use the service and many activities will be unaffected; however, some customers could experience things such as increased upload/download times, slower Web surfing, and some slight delays when playing online games. This technique does not manage congestion based on specific online activities, protocols or applications, but rather, only focuses on the heaviest users in real time. Consequently, the

times during which TCI may manage its network would be rare and often of very short duration – leaving it virtually unnoticeable to customers.

TCI does not otherwise degrade or impair access to lawful content, applications, service, or non-harmful devices.

In general, TCI services may be used to support real-time applications such as voice and video. Many real-time applications are particularly sensitive to latency variation (jitter), packet loss, and packet re-ordering. Because TCI's services are best-effort, the performance of real-time applications may be degraded during times of network congestion. Streaming video can be bandwidth-intensive and will not work if the subscribed service does not have sufficient capacity. TCI customer service will assist Customers with choosing the best speed for their needs, but it is ultimately the Customers' responsibility to determine which service best fits their needs.

Attachment of any unapproved device on TCI's side of the service demarcation point (demarc) is strictly forbidden and may result in termination of service.

TCI does not limit or restrict which devices Customers may attach to the Customer side of the demarc, provided such devices are FCC approved for interfacing with the telecommunications network and such devices have the correct interfaces for connecting to the TCI network. TCI does not guarantee the suitability of any device or application for use with TCI services nor does it guarantee the suitability of TCI services for any specific purpose.

TCI offers committed bit rate (CBR) services with service level agreements (SLAs) for traffic transiting its network but not destined for the public Internet. These services are distinct from but may share network resources with TCI's commercial Internet services and TCI may prioritize these services during times of network congestion.

For traffic to and from the public Internet, TCI does not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

AUTHORIZED USE

TCI services may not be used for any unlawful purpose. Customers may not interfere with or attempt to interfere with any TCI security or system resources, or attempt to circumvent any authentication procedures or security of any host, network, network component, or account in order to access data, accounts, or systems that they are not expressly permitted access. Customers may not use or attempt to use another person's or entity's account, service, network, or system without authorization. Customers may not interfere or attempt to interfere with normal activities of any other user, host, system, or network on the Internet unless expressly permitted to do so. Abuse of systems or network security are prohibited, and may subject services to suspension or termination, or may subject customer to criminal and/or civil liability.

Customers agree not to use TCI services for any unauthorized copying, duplicating, display or modification of any intellectual property or material that is protected by copyright or trademark. Customers agree not to transmit any material in violation of any federal or local regulations or in conflict to any statutes or laws. Copyright holders may and do from time to time notify TCI of

activities of its users that infringe their copyrights. TCI may take action to remove access to infringing material, including temporarily disabling services. TCI may terminate any service if it is repeatedly involved in infringement of copyrights.

Customers agree they will not mass-broadcast electronic mail (e-mail), Usenet post, or any other broadcast (including, but not limited to, instant messages and ICMP packets) with the intention of distributing unsolicited electronic mail ("spam") or advertisements or disrupting the operation of another computer or network.

CONTENT

TCI does not intentionally block lawful content, applications, services, or devices unless necessary for network management and in accordance with the policies set forth herein.

TCI does not routinely review data, documents, materials, or information transmitted via or during the use of its service. TCI has no liability--whether arising under the laws of copyright, patent, trade secret, defamation, privacy, obscenity, or otherwise--related to the content of any such communications.

TCI is under no obligation to permanently store or backup any customer's data on its servers. Periodically, TCI will remove emails from our server which are older than 6 months to ensure there is room for newer email. This provides ample time for our customers to download or backup all of their email from our server for safekeeping. TCI recommends that all customers who rely solely on TCI's web-hosting facilities or web-mail applications retain backups of the email they have received on their own computers.

Customers are solely responsible for all content including, but not limited to, photographs, illustrations, icons, articles, text, audio clips, video clips, email, or otherwise transmitted via TCI's service. TCI does not control content accessed, viewed, posted, emailed or otherwise transmitted or received via its service, and does not guarantee the accuracy, integrity or quality of such content. Customers agree that by using TCI services, they may be exposed to content that is offensive, indecent or a violation of proprietary rights. Customers are solely responsible for using reasonable efforts to screen unwanted material. Under no circumstances will TCI be liable for any content accessed, viewed, posted, emailed or otherwise transmitted or received via its service, regardless of where it originated.

At its sole discretion, TCI may take any action necessary to minimize its liability and the liability of its affiliates and partners, including (but not limited to) removing any content and/or immediate termination of a customer's service whose conduct fails to conform with the letter or spirit of these terms and conditions. If TCI determines a need to monitor the services, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the service properly; or to protect TCI and its users. TCI reserves the right to block any customer's access to any content, web site or web page at its sole discretion.

PRIVACY

TCI strives to respect customer privacy and abides by all applicable data protection legislation when dealing with customer registration information. TCI may use customer registration information - or other personal information submitted by customer at any other time - in accordance with any purposes

for which customer consent is or has been given as part of the process during which customer submits that information. Customer details may be passed on and stored by companies that TCI has contracted with to provide services but only for the purpose of providing those services.

At times during normal business activities related to the delivery of service and maintenance of TCI's network, employees of TCI may view the contents of customers' communications. Unless otherwise required by law, TCI employees will not store, discuss, or otherwise reveal the existence or contents of customers' communications with any other person or entity.

TCI will not disclose customers' registration or other personal information to any third party without consent other than as set out above or as required by law or any competent authority.

Further policy regarding customer proprietary network information (CPNI) is available on the TCI web site in the document center.

PAYMENT AND BILLING

TCI services are billed on a monthly basis.

Payment for services is invoiced one month advance of service rendered, with any credits or debits from the previous month added to the bill. Accounts not paid in full by the invoice due date may be subject to late payment fees; additionally those accounts may be submitted to collection and/or disconnected.

Payments are due on the 20th day of the month, unless prior arrangements have been made. Accounts not paid by the 20th of the month will receive a past due reminder notice. Payments not received by the 20th of the month will not be posted until the following month's statement. Any remaining balance not paid by the 20th of the month will be subject to a 1.5% late fee.

Internet service will be placed on hold if payment for an account is not received within 10 days of the past due reminder notice. If the account remains unpaid for an additional 10 days, it will be canceled, and after an additional 10 days will be submitted for collection efforts. Any early termination fee will apply if a contract is active.

Automatic draft payments are processed on the 1st or the 15th of every month based on customer's preference. Credit card charges are processed on the 15th of every month. If the 15th of the month falls on a weekend or TCI holiday, the payment will be processed on the next business day. Changes in any account must be received prior to the 15th. As credit cards are re-issued, it is the customer's responsibility to keep TCI informed of new account information, such as expiration dates.

Returned checks are subject to a returned check fee; TCI may not accept checks as further payment, at our discretion. To be reconnected, all charges owing, plus any applicable fees must be paid.

SERVICE TERMINATION AND MODIFICATION

Either customer or TCI may terminate services at any time; if all contractual obligations have NOT been met, then penalties dictated within the contract agreement between TCI and the customer will

apply.

Requests for account termination must be confirmed either in email or with a signed agreement. Requests for modification of access will only be accepted if they are written and are subject to availability and outstanding agreements.

REDRESS

TCI always strives to ensure satisfactory performance of its services. Customers with concerns or complaints are encouraged to reach out to our customer service staff. TCI takes all customer concerns and complaints seriously. TCI does not generally issue credits for degraded or unavailable services unless related to known and persistent deficiencies in the TCI network. Requests for service credit will be reviewed by management and addressed on a case-by-case basis.

CHANGES TO THIS POLICY

TCI reserves the right to modify this policy at any time. The most recent version of this policy will be posted on TCI's web site in the document center.