

TERMS AND CONDITIONS OF SERVICE

(BROADBAND INTERNET SERVICES)

These Terms and Conditions of Service ("Terms and Conditions") apply to all broadband internet services and related services (the "Services") provided by The Town of Dryden d/b/a Dryden Fiber to its customer or its affiliates ("Customer") under the Service Contract into which these Terms and Conditions are incorporated.

1. Term. Unless the Service Contract states otherwise, the term of the Service Contract commences upon Acceptance Date of the Services and continues for the time-period indicated in the Service Contract unless terminated early in accordance with these Terms and Conditions (the "Term"). Dryden Fiber shall notify Customer when Services have been delivered to Customer and Customer shall have 5 days to accept Services or to give Dryden Fiber notice that it does not accept Services, otherwise Services are deemed to be accepted. At expiration, the Term will automatically renew for successive renewal terms of one (1) year each, unless either Dryden Fiber or Customer gives written notice to the other of its election not to renew the Term at least thirty (30) days before the expiration of the then-current Term. Upon renewal, Dryden Fiber will extend the current rate for the next 12 months.
2. Rates and Charges. The rates and charges for the Services are as set forth in the Service Agreement or Service Contract. All rates and charges set for in any quote are subject to final approval by Dryden Fiber. Dryden Fiber will invoice Customer for all non-recurring charges and monthly recurring charges at the time-of-service installation, with monthly recurring charges billed at the beginning of the month and usage charges billed at the conclusion of the month. All bills are due and payable upon receipt. If Customer does not pay the amount due within 30 days of the invoice date, Customer shall pay a late fee of 1.5% per month on the unpaid balance.
3. Taxes and Surcharges. In addition to the rates and charges for the Service(s), Customer shall pay all local, state, and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services (other than income taxes payable by Dryden Fiber, for which Dryden Fiber is responsible). Customer shall also pay all surcharges in effect from time to time, including USF, as required, or permitted by applicable law, regulation or tariff and/or as specified on the Dryden Fiber website at <https://drydenfiber.com>. If Customer provides Dryden Fiber with a valid tax-exemption certificate, Dryden Fiber shall exempt Customer from the collection of taxes to the extent warranted by such certificate(s). No exemption will be available to Customer for any period prior to the date that the Customer presents a valid exemption certificate to Dryden Fiber.
4. Termination.
 - (a) Either party may terminate the Service Contract upon written notice to the other party if (i) the other party dissolves or becomes insolvent or bankrupt, or (ii) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other party and not dismissed within thirty (30) days, (iii) the other party makes an assignment for the benefit of creditors; (iv) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; or (v) a trustee or receiver of the other party is appointed.
 - (b) Dryden Fiber may terminate the Service Contract and its provision of Services on written notice to Customer if Customer fails to timely pay amounts due or materially breaches any other obligation under the Service Contract. In the event of termination under this section, Customer shall pay to Dryden Fiber the amounts due for termination liability in accordance with section 5 of these Terms and Conditions.

(c) Customer's breach of any other agreement between Dryden Fiber and Customer, including any payment obligation to Dryden Fiber, is a material breach of the Service Contract and a basis on which Dryden Fiber may terminate the Service Contract under these Terms and Conditions. Likewise, Customer's breach of the Service Contract is a material breach by Customer of all other agreements it has entered with Dryden Fiber and a basis on which Dryden Fiber may terminate any of those agreements under these Terms and Conditions. In the event of termination under this section, Customer shall pay to Dryden Fiber the amounts due for termination liability in accordance with section 5 of these Terms and Conditions.

(d) Customer may terminate the Service Contract before expiration of the Term, but only by

- i. providing Dryden Fiber with written notice to that effect at least thirty (30) days prior to the effective date of termination, and
- ii. paying to Dryden Fiber the amounts due for termination liability in accordance with section 5 of these Terms and Conditions.

5. Termination Liability. If the Service Contract is terminated before expiration of the Term, then except as provided in the next sentence, Customer shall pay to Dryden Fiber, immediately upon demand, (a) all sums then due and owing under the Service Contract, (b. Residential) an assessed early termination fee of \$500.00, (b. Commercial) an amount equal to the recurring Monthly Charges (as listed in the Service Contract) multiplied by the number of months left in the Term. Despite the preceding sentence, Customer will not be liable for termination liability in the case of (a) non-renewal of the Term by Dryden Fiber or Customer in accordance with section 1 of these Terms and Conditions, or (b) permitted termination by Customer under the SLA, but in either such case Customer shall pay all charges incurred prior to the effective date of expiration or non-renewal of the Service Contract.

6. Compliance with Laws. Each party shall comply with all applicable laws, regulations, court decisions and administrative rulings regarding the provision or use of the Services, and its failure to do will be a material breach of the Service Contract.

7. Right of Way. At its sole cost and expense, Dryden Fiber shall be responsible for all public rights of way, public licenses, and public easements. At its sole cost and expense, Customer shall be responsible for securing all private rights of way, private licenses, and private easements (such as building entries and interior pathways).

8. Warranty. The quality of services provided hereunder shall be consistent with industry standards and applicable government regulations. Dryden Fiber will make no other warranties about this service, express or implied, including any warranty of merchantability or fitness for a particular purpose, and customer may not rely on any statement to the contrary by any person. this section will survive the expiration or termination of the contract documents.

9. Unauthorized Use of Services. Customer, and not Dryden Fiber, shall bear the risk of loss arising from any illegal, unauthorized, or fraudulent use of Services provided to Customer under the Contract Documents. The Services are provided subject to Dryden Fiber's Acceptable Use Policy in effect from time to time ("AUP"), which may be accessed at: www.DrydenFiber.com.

10. 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, punitive or exemplary damages including damages for loss of revenue, loss of use, loss of profits, or

loss of customers, clients or goodwill arising in any manner from the contract documents and/or the performance or nonperformance thereunder. This does not limit customer's responsibility to pay all charges that come due under the contract documents. This section will survive the expiration or termination of the contract documents.

(b) Dryden Fiber's entire liability and customer's exclusive remedy with respect to any service provided to customer (including the maintenance, installation, delay, termination, interruption, or restoration of any such service) or breach of the contract documents, whether in an action for or arising out of contract, tort, indemnity or strict liability, is limited as follows:

- i. for a service quality claim (including interruption in service), the outage credit under the SLA;
- ii. for tangible property damage or personal injury caused by Dryden Fiber's negligent acts or omissions, or for any damages arising from the willful misconduct of Dryden Fiber, the amount of proven direct damages; and
- iii. for all other claims not otherwise covered above, the amount of proven direct damages not to exceed the amount of charges applicable under the service contract documents for the period during which services were affected. In no event shall Dryden Fiber's cumulative liability for all claims arising out of the service contract documents exceed the total amount of all fees paid by customer to Dryden Fiber thereunder. This section will survive expiration or termination of the agreement.

(c) Dryden Fiber 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 Dryden Fiber; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable SLA); 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.

11. Force Majeure. Except with respect to Customer's payment obligations, notwithstanding any other provision of the Contract Documents, neither Dryden Fiber nor Customer shall be liable to the other party for any delay or failure in performance of the Service Contract to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, government requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control (each, a Force Majeure). Any such delay or failure shall suspend the Service Contract until the Force Majeure ceases.

12. Relationship of Parties. Neither the Service Contract nor the provision of Services shall be deemed to create any joint venture, partnership or agency between Dryden Fiber and Customer, which are independent contractors and shall not be deemed to have any other relationship by virtue of the Service Contract or the provision of Services. Neither Dryden Fiber nor Customer shall have, or hold itself out as having, the power or authority to bind or create liability for the other, intentionally, negligently, or otherwise.

13. Dryden Fiber Facilities. Equipment and facilities furnished by Dryden Fiber are and remain its property and Customer shall return all such equipment and facilities to Dryden Fiber on expiration or termination of the Service Contract or as earlier requested by Dryden Fiber, in good condition, reasonable wear and tear excepted. Customer shall reimburse Dryden Fiber for any loss of, or damage to, Dryden Fiber's equipment or facilities on the Customer's premises, except loss or damage caused by Dryden Fiber's own employees, agents, or

contractors.

14. Notices. All notices or other communications under the Contract Documents shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier (with signature for receipt), addressed Dryden Fiber at 93 Main Street, Dryden, NY 13053, or to Customer at the address set forth in the Service Contract, or to such other address as either party may later designate in writing. Notice shall be deemed given upon receipt.
15. Entire Agreement; Interpretation. The Contract Documents, including any Addendum attached thereto, represent the entire agreement of the parties with respect to their subject matter and supersede all other agreements or understandings, written or oral, between the parties relating to the Service. Dryden Fiber is bound by modifications to the Contract Documents only if in writing signed by authorized representatives of both parties. In case of any conflict between the provisions of these Terms and Conditions and any other document, the provisions of these Terms and Conditions shall take precedence unless otherwise indicated in a writing signed by both parties, except that specific information in a Service Contract shall prevail as to that Service with respect to price, Term, renewal terms, locations and availability and other Service-specific terms contained in the Service Contract. The Service Contract, and any amendment of the terms thereof, may be signed in counterparts, each of which (including fax or PDF versions) shall constitute an original and all of which together shall constitute one and the same instrument. As used in the Contract Documents, with respect to any matter or thing, "includes," "including" and other words of like import mean "including without limitation" such matter or thing.
16. 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 express or implied, shall constitute a consent to or waiver of any subsequent breach or default.
17. CPNI. Under federal law, Customer has the right, and Dryden Fiber 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 Dryden Fiber and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the expiration or termination of the Contract Documents and is valid until revoked by Customer. To remove this consent at any time, Customer must give notice to Dryden Fiber at: 93 Main Street, Dryden, NY 13053 Attn: DRYDEN FIBER 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.
18. Assignment. Customer may not assign its rights or delegate its duties under the Contract Documents without the prior written consent of Dryden Fiber. A change of control event affecting Customer is deemed an assignment of the Contract Documents that requires the prior written consent of Dryden Fiber.
19. Governing Law. The Contract Documents will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. The parties each hereby consent to personal jurisdiction in the state and federal courts in Steuben County, New York.
20. Partial Invalidity. If a tribunal having jurisdiction holds any provision of the Contract

Documents to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Contract Documents unenforceable in their entirety, but instead the Contract Documents will be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of such agreement, the parties shall promptly engage in good faith negotiations to agree upon a substitute for such provision.

End of Section

Service Level Agreement

Business Subscriber

This is the Service Level Agreement for Dryden Fiber's Private Line Services (the "Service"), including Active Dedicated Fiber Line Service and Dark Fiber Services. It is incorporated by reference into each Service Contract for the Service.

1. **SERVICE DESCRIPTION** - The Service includes dedicated services between two demarcation points and includes Active Dedicated Fiber Optic Internet Service. The end-to-end circuit does not include any customer-provided equipment or wiring, or third-party equipment that is not furnished by the Local Exchange Carriers as part of their access services, or any customer application on a covered circuit.
2. **Network Service Availability** - Dryden Fiber is committed to providing circuit availability of 99.999%. This is defined as a network connection that is connected and passing traffic between the two demarcation points.

Service Unavailability must be reported by the customer by opening a trouble ticket and starts only when the trouble ticket is opened. Should Dryden Fiber not satisfy the service availability standard for a given month, the customer is entitled to a credit against monthly recurring charges (MRC) as stated in the Service Contract based upon the following schedule:

<u>Length of Service Unavailability</u>	<u>Credit</u>
120 minutes to 240 minutes	10% of MRC
240 minutes to 480 minutes	20% of MRC
480 minutes to 960 minutes	30% of MRC
960 minutes to 1,920 minutes	40% of MRC
Over 1,920 minutes	50% of MRC

3. **Chronic Outages** - If an individual circuit experiences either: (i) a single period of Service Unavailability in excess of twenty-four hours in any calendar month, (ii) three or more periods of Service Unavailability of four hours or longer over the course of a rolling six month period, or (iii) five separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the Service without penalty provided that written notice of termination is provided to Dryden Fiber via the Dryden Fiber IP Network within ninety days of the event giving rise to the termination right under this Section.

4. **EXCLUSIONS**

SLA credits:

- a. are calculated after deducting all discounts and special pricing arrangements.
- b. do not apply to governmental fees, taxes, surcharges and similar additional charges;
- c. exclude Force Majeure events;
- d. exclude any act or omission of Customer or Customer's agents, contractors or vendors. By way of example:
 - I. failing to provide Dryden Fiber adequate access to facilities for testing;
 - II. failing to provide access to Customer premises as reasonably required by Dryden Fiber (or its agents) to enable Dryden Fiber to comply with its obligations regarding the Service;

- III. failing to take any remedial action in relation to a Service as recommended by Dryden Fiber, or otherwise preventing Dryden Fiber from doing so; or
 - IV. any act or omission which causes Dryden Fiber to be unable to meet any of the SLAs.
 - V. exclude instances where customer requests that Dryden Fiber leave a trouble ticket open.
- e. If an incident affects the performance of a Service resulting in multiple SLA violations, only the single highest credit applying in respect of that incident will be applied.
 - f. SLA credits are applied only upon Customer written request, which must be submitted within thirty (30) calendar days of the end of the month in which entitlement of an SLA credit arose.
 - g. In no event will SLA credits in any calendar month exceed 100% of the total MRC payable by Customer for the Service in that month.

End of Section

Privacy Policy

Privacy Policy for Dryden Fiber d/b/a Dryden Fiber and Town of Dryden Municipal Corporation.

1. Introduction - The Town of Dryden, a New York municipal corporation, d/b/a Dryden Fiber for the purposes of offering high speed internet services, (collectively, “**Dryden Fiber**,” “**we**,” “**us**” or “**our**”) understands that by using our website, you are entrusting us with private information. As a result, we have crafted this Privacy Policy (“**Privacy Policy**”) with you in mind, so that we can protect your personal data and inform you of your privacy rights. In this Privacy Policy, we explain our policies and procedures for data collection, use, maintenance, protection, and disclosure when you visit <https://drydenfiber.com> (the “**Site**”). This policy is effective as of January 1, 2023.

We will update this policy as we adjust our procedures to protect your information. Before these changes go into effect, we will post the updated policies and procedures here, along with an effective date for the amended Privacy Policy. Once we alter the policy, continued use of the Site on or after the effective date is considered consent of the amended Privacy Policy.

2. Automatically Collected Information - As is customary for websites, the Site will collect information, including technical and routing information about your computer, without being prompted. We use this information to optimize our Site for our users’ use. If, however, you choose to browse the internet anonymously or opt-out, we will not collect technical or routing information about your device.
3. Cookies & Web Analytics - Some information, including but not limited to IP addresses, operating systems, browsers, and browsing patterns, is either tracked or collected using “cookies” (which are small data files that a website places on your hard drive for record-keeping purposes) or “web beacons” (which are transparent pixel images that are used in collecting information about website usage). We use these to ensure our content improves and meets your, and other visitors’, needs. While most of the cookies we use will “disappear” when you finish browsing, we also use persistent cookies. Persistent cookies stay on your computer simply to ensure we recognize your device when you revisit our Site.

Please note that there are options on most browsers (including, but not limited to, Google Chrome, Mozilla Firefox, Safari, and Internet Explorer) to disable cookies, but it may impact or limit your use of certain Site functions. To learn more about your ability to manage cookies and web beacons, please consult the privacy features in your browser.

4. Google Analytics - We may use Google Analytics to collect information about your use of the Site. Google Analytics collects certain information, such as how often you visit the Site, the pages you visit, and the other websites you use prior to visiting the Site. We may use the information received from Google Analytics to improve the Site. Google Analytics collects only the IP address assigned to you on the date you visit the website, rather than your name or other identifying information. We do not combine the information collected with Google Analytics with any other information collected from you. Although Google Analytics stores a permanent cookie on your machine to identify you as a unique user the next time you visit the Site, the cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use available at

<http://www.google.com/analytics/tos.html> and the Google Privacy Policy available at <http://www.google.com/intl/en/analytics/privacyoverview.html>. You can prevent Google Analytics from recognizing you on return visits to this site by disabling cookies on your browser.

5. Other Information We Collect - When you create an account on the Site, we may request personal information, including your name, address, email, and telephone number. This information is only collected when you present it to us, and we may use it for a variety of reasons, as explained in more detail below.
6. Use of Personally Identifiable Information - We may use (and, where specified, share) your personal information for the following purposes:

Providing Services - We may use personal information to provide you with services that you have ordered or requested. We also use financial/credit card and payment information to process payments made through the Site and may need to share some of this information with delivery services, credit card clearing houses, and other third parties to complete the transaction.
7. Communication - When you contact us, we may use personal information to reply and provide you with the services or information you requested. We also may use your personal information to collect feedback on our Site and policies.
8. Site Improvement - We reserve the right to use your personal information and browsing behavior to personalize our Site and improve the overall user experience. We also may use personal information to evaluate responsive rates or gauge the usability of our Site.
9. Protect Content - To stop malicious, deceptive, fraudulent, or illegal activity from occurring on our website, we may use identifying information to monitor users' behavior on the Site. We regret that our attempts to prevent malicious, deceptive, fraudulent, or illegal internet activity may cause some users to be suspended from the Site and its features.
10. Data Processing - We process your information so that we can deliver information, products, or services that you have either already purchased or that we believe you would be interested in. Any information we transfer to a third-party processor that is not affiliated with Dryden Fiber is done so as permitted by law. We will enter into agreements with any such third-party processors to ensure that they will not further collect, sell, or use your personal information except as necessary to perform data processing. In some of these cases, we process this information automatically, but in others we will ask your permission in advance. Either way, your information helps us understand what our customers and visitors are looking for, and helps us operate as a better, more responsive business. We always strive to respect your privacy.
11. Data Rights - If you have concerns about your personal information, we will work with you to review, revise, and correct the personal information we have on file. Contact us via phone at ***-***-**** or via email at info@drydenfiber.com to request that we correct any of your personal information.

Subject to applicable law, you may have the right to request and obtain information about, or copies of, the personal information we process regarding you, where said information comes from, the business or commercial purpose for collecting this information, the third parties with whom this information is shared with, and whether our source of information is publicly accessible. Lastly, you may have the right to request information about when we typically delete stored information, or request that information be anonymized or destroyed. Depending on the situation and applicable laws, we may comply with your request to delete your personal information and direct any third parties to delete your personal information as

well.

All our processing is in furtherance of a legitimate business interest under applicable law. We recognize that a user may withdraw consent if such consumer wishes to do so, and that such consumer maintains a right to his or her own data.

12. Information Disclosure - We may need to disclose your personal information, as described herein. Most of our disclosures are necessary to complete a transaction provide the services you have requested. Nonetheless, we may disclose your information if needed to comply with a court order, law, legal proceeding, or request from the government. We also reserve the right to disclose your information if we have the reasonable belief that said disclosure is fundamental to the safety of individuals associated with Dryden Fiber or others unaffiliated with the company.
13. Tracking Disclosure - We do not respond to web browser “do not track” signals or other similar mechanisms.
14. Children Under the Age of 13 - This Site is not designed for children under the age of thirteen, and we do not collect information about children specifically. If you believe that we have inadvertently collected information from a child in that age demographic, please contact us. Our policy is to delete any information collected from a child under the age of 13 as quickly as possible.
15. External Links - The Site may contain links to third-party material, including other websites. This material is not affiliated with, or owned by, Dryden Fiber and all other websites have their own separate terms and conditions and privacy policies. After you choose to follow the link and leave our Site, we are not responsible for the content of those websites, or their privacy policies. We cannot be held liable for what information they collect, or how they choose to use that information, as their respective privacy policies control your use of their website.
16. Third Party Advertisers - Please note that at times, third parties may set cookies or use related technologies or web beacons when you view and/or click their advertising banners, links, or other ads.

Information from tracking technologies received with third party ads and links may be collected directly by those advertisers and ad service providers and used to cause relevant ads to be displayed to you. For example, these companies may collect and use information about you and your visits to the Site and other websites to provide advertisements about goods and services of interest to you. These advertisements may appear on the Site and on other websites. The advertiser’s privacy policy and/or that of its service provider will govern the use of this information and we are not responsible for the privacy practices of such companies. We encourage you to read these businesses’ privacy policies to learn about how they treat your information. Additionally, some of these companies (like the ad networks) are members of the industry groups, the Network Advertising Initiative and the Digital Advertising Alliance, each of which offers a single location to opt out of their cookies. For more information about third party advertisers and how to prevent them from using your information, we encourage you to visit the Network Advertising Initiative’s consumer web site, at <http://www.networkadvertising.org/choices>, and the Digital Advertising Alliance’s consumer choice page at <http://www.aboutads.info>.

17. Security - We utilize standard and reasonable security methods, including technical and physical protections, to prevent the theft, access, alteration, destruction, or disclosure of your information. Our methods are frequently and repeatedly tested and improved. Nonetheless, no communication using the internet is perfectly secure. We will attempt to protect your information, but we cannot guarantee the safety of any information you send to

us, and you do so at your own risk. In the unlikely case of a breach of private information, we will disclose the breach to you in the most expedient time possible and without unreasonable delay.

18. Data Transfer from EU to US - This company is located in the United States, and the information gathered from you will be processed there. The United States has not been given an “adequacy” finding by the European Union. Nonetheless, we will only transmit your private information to the United States if you agree to us doing so, to perform a contract with you, or to fulfill a compelling legitimate interest of Dryden Fiber in a manner that does not outweigh your rights and freedoms.
19. Contact Us - If you have any questions or concerns about these policies, or how Dryden Fiber protects your personal data, please feel free to contact: info@drydenfiber.com.

End of Section

Acceptable Use Policy

PLEASE READ CAREFULLY Dryden Fiber provides its customers with access to the Internet. By subscribing to our Service as a Customer, or by signing a Service Application, or by signing a Service Contract constitutes acceptance of the Acceptable Use Policy and Terms and Conditions of Service.

1. Dryden Fiber agrees to provide its Internet Access Service (the "Service") to the applicant named above ("Customer") for Customer's private use. Customer does not have the right to resell Dryden Fiber Internet Access Service. The Internet Access Service cannot be shared between multiple dwellings or residences.
2. Customer expressly agrees that use of the service is at customer's sole risk. Neither Dryden Fiber nor any of its parent companies, licensors, employees or agents warrants that the service will be uninterrupted or error free and no warranty is made as to the results to be obtained from use of the service. The service is distributed on an "as is" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this agreement. Neither Dryden fiber nor anyone else involved in creating, producing or delivering the service shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the service or inability to use the service or out of any breach of warranty.
3. Customer acknowledges and agrees that there are limited technical means available to provide privacy and security on the Internet. Dryden Fiber will not intentionally disclose the contents of private files to third parties without Customer's written permission or a court order or subpoena. However, Dryden Fiber reserves the right to inspect electronic mail if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customer's files to Dryden Fiber personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password carefully, move private and important files to its own system if possible, and will not send by electronic mail or keep online anything that it does not want to read.
4. Dryden Fiber will cooperate with law enforcement officials and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the Dryden Fiber system or at another

site, will be grounds for immediate termination of Customer's Service and may make Customer subject to civil or criminal penalties.

5. Dryden Fiber reserves the right to immediately terminate service of any customer who jeopardizes the efficiency of the system by sending unsolicited mass e-mail, commercial or otherwise (SPAM) or posting commercial messages to inappropriate newsgroups.
6. Customer acknowledges that by its nature, use of the Internet means that certain information about Customer and its activities will be visible to other users through well-known system commands. Accordingly, such information will be treated as public information. This includes Customer's name, the fact that Customer has an account, when and for how long Customer is logged in, and the commands Customer runs.
7. Dryden Fiber by providing the Service does not, in any way, control or edit the content of any material placed on the Internet by its subscribers or any third parties, nor does it in any way control, limit or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information which it places on the Internet, which it accesses on the Internet or which it uses through the Service; in particular, Customer is solely responsible for the legality of any such information or the access or use thereof. Some information accessible on the Internet may be offensive either because of its content (including sexually explicit material), or the language used in expressing ideas. Customer is solely responsible for choosing to read or view any material it accesses on the Internet. Dryden Fiber expressly disclaims all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.
8. The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Trafficking of access codes, credit card numbers, social security numbers or similar information is unlawful. Any use by Customer of the Service for unlawful purposes will constitute grounds for Dryden Fiber to discontinue Customer's Service.
9. All use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. Dryden Fiber reserves the right to terminate the Service if the Customer violates such restrictions.
10. The sharing of passwords or accounts is strictly prohibited, and violators are subject to the cancellation of such Customer's Service without prior notice. The resale of the Service or any other associated services is restricted unless approved in advance in writing by Dryden Fiber.
11. Customer's usage billing period begins on the 1st of each month and ends on the last day of the month. Dryden Fiber will furnish a bill to Customer monthly. Payments are due within 30 days of the date of the invoice. All Dryden Fiber Service accounts, whether for individual or business customers, are single user/station accounts.

Sharing the account with persons other than family members residing in an individual Customer's household, whether for compensation or otherwise, is strictly prohibited. Dryden Fiber reserves the right to assess an appropriate new rate or terminate the Service (this does not apply to unlimited access accounts).

12. Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of the Service, Customer agrees to indemnify and hold harmless DRYDEN FIBER, its parent corporations (Town of Dryden) and their respective officers, employees, agents, and shareholders from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon.
13. DRYDEN FIBER has the right to charge applicable fees for any returned checks.
14. Customers without a Service Contract may cancel their Service, in writing, at any time. Customers who signed a Service Contract must abide by the terms of the Service Contract. DRYDEN FIBER may terminate the Service at any time upon any violation by Customer of any of the terms and conditions contained herein. Otherwise, DRYDEN FIBER may terminate the Service upon 30 days prior written notice to Customer.
15. DRYDEN FIBER reserves the right to change the rates and otherwise modify the terms and conditions of this Agreement by notifying Customer 30 days in advance of the effective date of such proposed changes. If Customer does not request its Service to be terminated, it will be conclusively presumed that Customer consents to the new terms conditions, and rates as so notified.
16. The Internet may contain viruses, which, if not eliminated, may destroy parts or all of the data contained in your computer. Dryden Fiber has no control over the existence or elimination of any such viruses. Specifically, Dryden Fiber does not provide any filtering or checking of data to eliminate viruses. Customer agrees to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, Customer agrees not to introduce, knowingly or unknowingly, any virus onto the Internet system or Dryden Fiber hosts. Further Customer will hold Dryden Fiber harmless from, and indemnify Dryden Fiber for, any damages resulting from any viruses introduced by Customer onto the Internet or into Dryden Fiber systems.
17. Dryden Fiber maintains a help desk to address its customers' connectivity issues. If we are busy with other customers when you call, a voice mail system is in place so that you may leave a message. Repeated redialing to 'speak to a live body' will only move you to the bottom of the queue. Please do not leave messages of a general technical support nature on an employee's private extension. That person is the only one who can access their voice mail messages and if he or she is out for the day or on vacation, you could have a long wait for a response. We realize that many people are not at their best when things are not going well. A calm explanation of the problem at hand is usually the quickest path to a solution. We are here to help you. Abusive messages left in our voice mail or abusive conduct when speaking to a Dryden Fiber

help desk technician MAY result in a termination of service.

18. Dryden Fiber does not warrant or promise that any of our access numbers are local to you. We urge you to note that even an access number that shares your area code or appears to be located in your general geographic region may not necessarily be a local number to you. Substantial toll telephone charges may apply to numbers that you do not verify as local to your individual area or calling plan. Your local telephone company can tell you whether any of your access numbers are in fact local to you. We urge you to check with your local telephone company before selecting an access number.
19. This agreement is made under and shall be governed by and construed in accordance with the laws of, the State of New York applicable to agreements made and performed in New York. Any cause of action of Customer or its designated users with respect to the Service must be instituted within one year after the claim or cause of action has arisen or it will be barred.
20. Dryden Fiber reserves the right to bill a reconnect fee for services after termination for non-payment.
21. Dryden Fiber holds the right to manage any network abuse appropriately.
22. The Services provided are subject to Dryden Fiber's Terms and Conditions of Service which may be accessed at: www.DrydenFiber.com.

End of Document