

**Service Attachment (SA) for Managed ISP Services**

For ALL Managed ISP Subscribers – Revised 05/01/2022

This Managed ISP Service Attachment is between Cyber One Solutions, LLC. a Texas Limited Liability Company (sometimes referred to as "we," "us," "our," "Reseller," OR "Manager"), and the Client found on the applicable Quote (sometimes referred to as "you," "your," "Customer," OR "Client") and, the Internet Service Provider listed on Client's Quote (sometimes referred to as "Provider," OR "ISP"), and together with the Quote and relevant Master Services Agreements forms the agreement between the parties.

The parties further agree as follows:

**SERVICES AND USE**

Reseller shall use reasonable efforts to make the Services available by the agreed service commencement date as listed on the Quote. Reseller shall not be liable for any damages whatsoever resulting from delays in meeting any service due dates. The parties acknowledge and agree that Client may only use the Services for Client's own commercial purposes and nor that of any third-party, and Client agrees to not resell the Services.

Reseller agrees to manage the Services and Provider-Supplied Equipment as identified on the Quote; provided, however, if Provider determines that Client's location is not serviceable under Provider's normal installation guidelines, Reseller may terminate this Agreement and void the Quote. Unless provided otherwise herein, Provider and/or Reseller shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Provider and/or Reseller shall have no responsibility for the maintenance or repair of networks, facilities and/or any equipment or service not furnished by Provider.

**THIRD-PARTY PROVIDER**

It is made known by this agreement that Reseller contracts with a third-party upstream Provider to provide all Internet Protocol (IP) based Services provisioned over copper, copper-fiber hybrid, fiber or wireless networks as well as legacy digital subscriber line (DSL) services (collectively "Internet Service"). Client understands and agrees that Reseller is not responsible for any service-related disruptions, errors, omissions, performance, security, and/or any required regulatory or regulation compliance, regulation filings, and/or any regulation charges, fees, taxes, and/or payments necessary for such service(s). Client acknowledges and understands that Client is responsible for all third-party Provider acceptable use terms.

Client understands and agrees that Reseller is not considered an Internet Service Provider, but is considered the responsible party of managing, configuring Client's equipment, supporting, and maintaining the relationship between Client and Provider for services in which this Service Attachment bind. By entering into this agreement, Client agrees to indemnify, release, and hold Reseller harmless against any and all claims to which Provider is named as an Internet Service Provider.

**REGULATORY FEES and TAXES**

Reseller is not responsible for filing or paying any regulatory fees, charges, and/or taxes imposed for using the Managed ISP products and/or services. It is the Client's sole responsibility to comply with, file on, and pay in full, any associated fund, state or federal regulatory and/or tax amounts owed for such services.

Reseller will charge sales tax for all Services for any client with non-exempt status. Customer acknowledges and agrees to be solely responsible for the calculation, filing, and payment of any and all additional sales, use, gross receipts, excise, access, universal service fund assessments, franchise fees, bypass or other local, state and Federal taxes, surcharges or other charges imposed on the use of the Services.

#### **ACCEPTABLE USE POLICY (AUP)**

These Internet Service Terms govern the Internet access services managed by Reseller and provided by Provider listed on Client's Quote. Client, and not Reseller and/or Provider, are entirely responsible for all content that you upload, download, post, email, transmit, or otherwise make available collectively known as ("Content"). Reseller and/or Provider is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all. By using Managed ISP Service(s), Client agrees to comply with this Acceptable Use Policy and to remain responsible for its users. Reseller reserves the right to change or modify the terms of this AUP at any time, effective when updated on Reseller's website. Client's use of the Managed ISP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

The AUP applies to the Managed ISP services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

**General Prohibitions:** Reseller and/or Provider prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of Reseller's or Provider's network or systems, or the network of any other Provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

**Unlawful Activities:** ISP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

**Violation of Intellectual Property Rights:** ISP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Reseller and/or Provider or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

**Threatening Material or Content:** ISP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

**Inappropriate Interaction with Minors:** Reseller and/or Provider complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit [www.ncmec.org](http://www.ncmec.org).

**Child Pornography:** ISP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Reseller and/or Provider will report any discovered

violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

**Spam/E-mail/Usenet Abuse:** Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. Spam/E-mail or Usenet abuse is prohibited using ISP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the Provider network or of the networks with which Provider interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Client does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the ISP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

**Security Violations:** Client is responsible for ensuring and maintaining security of their systems and the machines that connect to and use ISP Service(s), including implementation of necessary patches and operating system updates.

ISP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Reseller's and/or Provider's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to Reseller's and/or Provider's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

**Customer Responsibilities:** Client remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the ISP Services. Reseller and/or Provider has no responsibility for any material created on the network or accessible using ISP Services, including content provided on third-party websites linked to the Reseller's and/or Provider's network. Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

**AUP Enforcement and Notice:** Client's failure to observe the guidelines set forth in this AUP may result in Reseller and/or Provider taking actions anywhere from a warning to a suspension or termination of Customer's Managed ISP Services. When feasible, Reseller and/or Provider may provide Client with a notice of an AUP violation via e-mail or otherwise allowing the Client to promptly correct such violation.

Reseller and/or Provider reserves the right, however, to act immediately and without notice to suspend or terminate affected ISP Services in response to a court order or government notice that certain conduct must be stopped, or when Reseller and/or Provider reasonably determines that the Client's use of the affected ISP Services may: (1) expose Reseller and/or Provider to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of Reseller's and/or Provider's network or networks with which Reseller and/or Provider is interconnected; (3) interfere with another Reseller and/or Provider Client's use of ISP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to Reseller and/or Provider or Reseller and/or Provider Clients.

## **Term and Termination**

### **Term**

This Service Attachment is effective on the signature date of the Quote. Unless properly terminated by either party this Service Attachment will remain in effect through the end of the term specified on the Quote (the "Initial Term").

### **Renewal**

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON A QUOTE FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. EXISTING BILL RATE WILL INCUR A 5% INCREASE AT EACH ANNUAL RENEWAL.

CLIENT MAY CANCEL AN AUTOMATIC RENEWAL BY CONTACTING PROVIDER AT: <https://cyberonesol.com/contact-us>

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