

Business Internet Service Terms and Conditions

Effective Date: August 1, 2026

These Business Internet Service Terms and Conditions ("Terms") govern Internet access and related telecommunications services ("Services") provided by Third Generation of Pennsylvania LLC ("Provider") to the business customer identified in an applicable service order ("Customer").

These Terms, together with each applicable service order, quote, service-level agreement ("SLA"), and Acceptable Use Policy ("AUP"), constitute the agreement between Provider and Customer (collectively, the "Agreement").

By signing a service order, ordering Services, or using the Services, Customer agrees to the Agreement.

1. Services

Provider provides and resells Internet access and related telecommunications services. Services may be delivered using networks, facilities, equipment, and services owned or operated by third-party carriers, telecommunications providers, Internet service providers, or other vendors ("Underlying Providers").

The specific Services, service locations, bandwidth, pricing, installation charges, service term, and other commercial terms will be identified in the applicable service order.

Provider may select and use Underlying Providers as reasonably necessary to deliver the Services.

2. Service Availability and Performance

Service availability, speed, latency, routing, and performance may be affected by network conditions, Customer equipment, Internet traffic, maintenance, outages, the facilities and performance of Underlying Providers, and circumstances beyond Provider's reasonable control.

Bandwidth or speeds identified in a service order describe the applicable service offering and do not constitute a guarantee of actual end-to-end Internet performance unless expressly stated in an applicable SLA.

Provider does not guarantee uninterrupted or error-free Service.

3. Installation and Service Activation

Customer will provide reasonable access to its premises, equipment rooms, building facilities, power, inside wiring, and other resources reasonably necessary to install and maintain the Services.

Installation and activation dates are estimates unless Provider expressly agrees otherwise in writing.

Provider is not responsible for delays caused by Customer, building owners or managers, permitting requirements, construction, utility companies, Underlying Providers, equipment availability, or circumstances outside Provider's reasonable control.

Customer is responsible for obtaining any permissions required from its landlord, building owner, property manager, or other third party to install the Services.

4. Customer Responsibilities

Customer is responsible for:

- maintaining compatible equipment and networks;
- securing its network, systems, accounts, passwords, and connected devices;
- providing appropriate electrical power, environmental conditions, and facilities;
- maintaining backups of its data and systems;
- controlling access to the Services by its employees, contractors, guests, and other users; and
- ensuring that use of the Services complies with the Agreement and applicable law.

Customer is responsible for activity originating from its network or connection, except to the extent caused by Provider.

5. Acceptable Use

Customer will use the Services only for lawful business purposes and in accordance with Provider's AUP.

Customer may not use or permit the Services to:

- violate applicable law or regulation;
- infringe intellectual property or other legal rights;
- distribute malware or other harmful code;
- send unlawful spam or unsolicited bulk communications;
- gain or attempt to gain unauthorized access to systems or networks;

- conduct malicious attacks or intentionally interfere with other networks or users;
- threaten the security or stability of Provider's or an Underlying Provider's network; or
- engage in fraudulent or unlawful activity.

Provider may take reasonable action to prevent or mitigate abuse, fraud, security threats, or network disruption.

6. Network Management

Provider and its Underlying Providers may use commercially reasonable network-management and security practices to maintain network performance, protect networks and customers, mitigate security threats, respond to congestion, and comply with applicable law.

Provider may temporarily suspend affected Services when reasonably necessary to protect Provider, an Underlying Provider, Customer, or other network users from an actual or reasonably suspected security threat or material violation of the Agreement.

7. Equipment

Equipment supplied by Provider or an Underlying Provider may remain the property of the supplying party.

Customer will use reasonable care to protect such equipment and will not relocate, modify, or interfere with it without authorization.

Upon termination of the applicable Service, Customer will return Provider-owned equipment as reasonably directed. Customer may be charged for equipment that is lost, materially damaged beyond ordinary wear, or not returned.

8. Charges and Payment

Customer will pay the recurring and nonrecurring charges specified in each service order, together with applicable taxes, regulatory charges, and other disclosed fees.

Unless otherwise stated in the service order, invoices are due within **[30] days** of the invoice date.

Customer must notify Provider in writing of a good-faith billing dispute within **[30/60] days** after the applicable invoice date and identify the disputed amount and basis for the dispute. Undisputed amounts remain payable when due.

Provider may charge reasonable late fees or interest on overdue amounts to the extent permitted by law and may suspend Services for material nonpayment after applicable notice.

9. Service Term and Renewal

The initial service term for each Service will be stated in the applicable service order.

Unless otherwise stated in the service order, following expiration of the initial term, the Service will continue on a month-to-month basis until terminated by either party upon **[30] days'** written notice.

Customer remains responsible for charges incurred through the effective date of termination.

10. Early Termination

If Customer terminates a Service before expiration of its committed service term other than due to Provider's uncured material breach, Customer will pay any early termination charges specified in the applicable service order.

Where no specific early termination charge is stated, Customer will pay the remaining balance of the agreement term, to the extent permitted by applicable law.

Provider may also recover nonrecoverable installation, construction, equipment, or Underlying Provider charges incurred specifically to provide the terminated Service, if disclosed or otherwise agreed with Customer.

11. Service Interruptions and Maintenance

Services may be interrupted because of maintenance, network failures, fiber cuts, equipment failures, utility failures, Internet congestion, cyberattacks, acts or omissions of Underlying Providers, emergencies, force majeure events, or other circumstances.

Provider will use commercially reasonable efforts to coordinate restoration of affected Services.

Provider may perform scheduled maintenance and will provide reasonable advance notice when practicable.

Unless an applicable SLA expressly provides otherwise, Provider does not guarantee a particular restoration time.

12. Service-Level Agreements and Credits

If a Service is subject to an SLA, Customer's eligibility for service credits will be determined according to that SLA.

Unless expressly stated otherwise in the applicable SLA, service credits are Customer's sole and exclusive monetary remedy for failure to meet an SLA.

Customer must request any applicable credit within the period specified in the SLA.

No SLA applies unless expressly identified in the applicable service order or otherwise agreed to in writing by Provider.

13. Underlying Providers

Customer acknowledges that Provider does rely upon Underlying Providers to deliver some or all of the Services.

Provider does not own or control all facilities used to provide the Services and may be dependent upon an Underlying Provider to perform installations, maintenance, repairs, relocations, and restoration.

Provider will use commercially reasonable efforts to manage and coordinate with its Underlying Providers on Customer's behalf.

Provider will not be liable for the acts, omissions, delays, outages, or failures of an Underlying Provider that are outside Provider's reasonable control, except to the extent expressly provided in an applicable SLA.

14. Suspension

Provider may suspend Services when reasonably necessary due to:

- Customer's material failure to pay undisputed amounts when due;
- a material violation of the Agreement;
- fraud or suspected unlawful activity;
- a material security or network threat;
- an order or requirement of a governmental authority;
- an Underlying Provider's suspension of facilities necessary to provide the Service; or
- an emergency requiring immediate action to protect persons, property, or networks.

When reasonably practicable, Provider will provide Customer notice and an opportunity to cure before suspension.

15. Confidentiality

Each party may receive nonpublic business, technical, pricing, or other confidential information from the other.

Each party will use reasonable care to protect the other party's confidential information and will use such information only as necessary to perform or receive Services under the Agreement.

This obligation does not apply to information that is publicly available through no breach of the Agreement, independently developed, rightfully obtained from another source, or required to be disclosed by law.

16. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM THE AGREEMENT, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR AMOUNTS CUSTOMER OWES FOR SERVICES AND LIABILITY THAT CANNOT LAWFULLY BE LIMITED, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING FROM A PARTICULAR SERVICE WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO PROVIDER FOR THAT SERVICE DURING THE **SIX (6) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

18. Indemnification

Customer will defend, indemnify, and hold harmless Provider and its officers, employees, and agents from third-party claims arising from:

- Customer's unlawful use of the Services;
- Customer's material violation of the AUP;
- content or data transmitted by Customer through the Services; or
- Customer's infringement of a third party's intellectual property or other legal rights.

This obligation does not apply to the extent a claim results from Provider's negligence, willful misconduct, or material breach of the Agreement.

19. Force Majeure

Neither party will be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, severe weather, fire, flood, war, terrorism, civil disturbance, labor disruption, utility failure, governmental action, widespread Internet disruption, or failure of third-party networks or facilities beyond the affected party's reasonable control.

This section does not excuse Customer's obligation to pay charges that accrued before the force majeure event.

20. Termination for Cause

Either party may terminate an affected Service if the other party materially breaches the Agreement and fails to cure the breach within **30 days** after written notice.

Provider may terminate immediately where Customer's continued use presents a material security threat, involves unlawful conduct, or where termination is required by law or an Underlying Provider and no commercially reasonable alternative is available.

21. Changes to Services

Provider may make reasonable changes to its networks, systems, vendors, or Underlying Providers provided that the change does not materially reduce the functionality of the applicable Service.

If an Underlying Provider discontinues or materially changes a service necessary to provide Customer's Service, Provider may replace the underlying service with a reasonably comparable service where commercially practicable.

If no commercially reasonable replacement is available, Provider may discontinue the affected Service without liability for early termination charges.

22. Assignment

Customer may not assign the Agreement without Provider's prior written consent, which will not be unreasonably withheld.

Provider may assign the Agreement in connection with a merger, acquisition, corporate reorganization, sale of substantially all relevant assets, or to an affiliate or successor.

23. Notices

Notices required under the Agreement will be provided to the business or electronic addresses identified in the applicable service order or otherwise designated by the receiving party.

Operational communications, maintenance notices, invoices, and routine service communications may be provided electronically.

24. Governing Law

The Agreement is governed by the laws of the State of Pennsylvania, without regard to its conflict-of-law rules.

The parties consent to exclusive jurisdiction and venue in the state or federal courts located in Allegheny County, PA, unless otherwise agreed in writing.

25. Entire Agreement and Order of Precedence

The Agreement constitutes the entire agreement between the parties regarding the Services and supersedes prior proposals, discussions, and representations concerning those Services.

If documents conflict, the following order of precedence applies unless expressly stated otherwise:

1. the applicable signed service order;
2. the applicable SLA;
3. these Terms;
4. the AUP.

Any Customer purchase order is accepted for administrative convenience only. Additional or conflicting terms contained in a Customer purchase order do not modify the Agreement unless expressly accepted in writing by Provider.

26. General

Failure to enforce a provision of the Agreement does not waive that provision.

If any provision is held unenforceable, the remaining provisions remain in effect.

Headings are provided for convenience and do not affect interpretation.

Electronic signatures and counterparts are permitted.

27. Contact Information

Third Generation

300 Old Pond Rd

Ste 205

Bridgeville, PA 15017

Support@3genusa.com

412-489-1100