



ACCEPTABLE USE POLICY

1. INTRODUCTION. Subscriber's access to Paducah Power System's fiber optic network, known as PPS FIBERNET, whether such access is authorized by Subscriber's procurement of a Service or otherwise by unauthorized means, is subject to the terms of this Acceptable Use Policy ("AUP"). This AUP constitutes part of, is incorporated into, and should be read in conjunction with the General Terms and Conditions, which is incorporated into the Fiber Optic Service Agreement ("Agreement"). If Subscriber does not agree to all the terms and conditions of the AUP, including any future revisions, Subscriber shall not use the Service and must immediately cancel Service and return all Equipment.

2. PROHIBITED ACTS. The following are examples of uses of the Service that violate the AUP.

a) **Abuse of e-mail; Spamming.** Mass e-mailing and "mail-bombing" (sending mass email or deliberately sending excessively large attachments to one recipient) are prohibited. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to their origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited. Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and, notwithstanding the arbitration provisions of Section 22 of the GTC, PPS FIBERNET reserves the right to seek damages and other available relief against Subscriber or any third parties as applicable. For purposes of this AUP, such violations are determined by PPS FIBERNET in its sole discretion.

b) **Facilitating a Violation of this AUP.** Subscriber is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringement on copyrights, and the pirating of software.

c) **Illegal Activity; Tortious Conduct.** Any use of the Service to violate any local, state or federal law regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Service to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g. phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through of USENET postings;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that PPS FIBERNET determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of PPS FIBERNET.

3. THIRD PARTY RULES. Subscriber may have access through the Service to search engines, subscription Web services, chat areas, bulletin boards, Web

pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. PPS FIBERNET reserves the right not to accept postings from newsgroups where it has actual knowledge that the content of the newsgroup violates the AUP.

4. NETWORK MANAGEMENT. PPS FIBERNET may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service. PPS FIBERNET, in its sole discretion, reserves the right to cancel or require higher levels of Service should bandwidth or data storage exceed what PPS FIBERNET, in its sole discretion, deems appropriate or expected. PPS FIBERNET, in its sole discretion, may require long term contracts as it deems appropriate.

5. NETWORK SECURITY. It is Subscriber's responsibility to ensure the security of Subscriber's network and the Equipment that connects to the Service. Subscriber is required to take all necessary steps to secure and manage the use of the Service in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure Subscriber's system against abuse or fraudulent activity is a violation of this AUP. Subscriber is responsible for configuring and securing Subscriber's network and the Service to prevent unauthorized access to Subscriber systems and PPS FIBERNET's fiber network. Subscriber is also responsible for any fraudulent activity that may occur due to Subscriber's failure to secure Subscriber's network or the Service. Subscriber will be responsible if unknown third parties utilize the Service at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. Subscriber may not, through action or inaction (e.g. failure to secure Subscriber network), allow others to use Subscriber's network for illegal, fraudulent or inappropriate uses, or any other disruptive, provoking, or abusive behavior that is in violation of the AUP.

6. RESPONSIBILITY FOR CONTENT. Subscriber is responsible for any content Subscriber or any other person utilizing the Service at the Service Address offers or receives through the Service.

7. PASSWORD SECURITY. If applicable, Subscriber's password provides access to Subscriber's individual account. It is Subscriber's responsibility to keep the password secure. Subscriber is responsible for any and all access to or use of the Service through Subscriber's account. Attempting to obtain another user's account password is prohibited.

8. REPORTING ACCEPTABLE USE ABUSE. Any party seeking to report a violation of this AUP should contact PPS FIBERNET via e-mail at abuse@ppsfibernet.com.

9. REPORTING COPYRIGHT INFRINGEMENT. PPS FIBERNET complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 ("Act"). As required by the Act, PPS FIBERNET has a policy that reserves its right to terminate Service to Subscribers who repeatedly infringe copyrights. If PPS FIBERNET receives or makes a determination that any Subscriber has infringed another's copyright through the use of PPS FIBERNET'S system or network, PPS FIBERNET reserves the right to terminate Service to that Subscriber. PPS FIBERNET accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act. Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Mail: PPS FIBERNET
Net Abuse
P.O. Box 180
Paducah, KY 42002-0180

Email: abuse@ppsfibernet.com



FIBER OPTICS SERVICE AGREEMENT

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH PPS FIBERNET, A DIVISION OF THE ELECTRIC PLANT BOARD OF THE CITY OF PADUCAH, KENTUCKY D/B/A PADUCAH POWER SYSTEM ("PPS FIBERNET") WILL PROVIDE YOU WITH ACCESS TO ITS FIBER OPTIC NETWORK AND CERTAIN EQUIPMENT RELATED TO SUCH ACCESS. BY SIGNING THIS FIBER OPTICS SERVICE AGREEMENT ("AGREEMENT") YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

1. AGREEMENT. PPS FIBERNET provides access to Paducah Power System's fiber optic network for purposes of providing internet as it may exist and be offered ("Service") to a qualifying individual or entity who pays a monthly fee to subscribe to the Service. An individual or entity who takes Service is known as a "Subscriber".

This Agreement is between you as a Subscriber and PPS FIBERNET. This Agreement consists of the specific terms and conditions below, the specific terms of Subscriber's billing plan for the Level of Service to which Subscriber subscribes, and PPS FIBERNET's Global Terms and Conditions ("GTC") and Acceptable Use Policy ("AUP"), both of which may be revised from time to time by PPS FIBERNET and are available through PPS FIBERNET's website (www.paducahpower.com) and are incorporated herein. All references to "Agreement" herein include this Fiber Optic Service Agreement and PPS FIBERNET'S GTC and AUP. SUBSCRIBER MUST READ AND UNDERSTAND THE GTC AND AUP BEFORE SIGNING THIS AGREEMENT. To the extent any conflicts or inconsistencies between the Agreement, GTC, and AUP exist, the Agreement will prevail over the GTC and AUP, and the GTC will prevail over the AUP.

2. MINIMUM LEVEL OF SERVICE. At the time this Agreement is signed, Subscriber shall select and purchase a Level of Service from the options for Level of Service then being offered by PPS FIBERNET at the monthly rate for such Level of Service established in PPS FIBERNET'S then current rate schedule.

3. MINIMUM TERM. The term of this Agreement shall be for three (3) months, commencing on the date Service is made available to Subscriber (the "Minimum Term"). At the expiration of the Minimum Term, this Agreement, the term of this Agreement shall automatically renew on a month-to-month basis at PPS FIBERNET'S then current monthly pricing and fees for the Service. In accordance with its adopted policies, PPS FIBERNET may require a longer Minimum Term, for reasons such as, but not limited to, Subscriber's failure to pay the monthly Service fee by the due date on the bill, poor credit history, poor credit rating, repeated failure of Subscriber to timely pay for electric service at the Service Address, excessive financial risk due to the nature of the Installation (as described in the GTC), failure to provide a valid means of electronic payment of the Service fee, frequent termination or cancellation of the Service, a history of abuse of PPS FIBERNET Equipment or other facilities by the Subscriber at the Service Address or other location, a history of abuse of PPS FIBERNET equipment at the location of which Subscriber is subscribing, or any other reasonable business justification.

4. DEPOSIT. PPS FIBERNET may, in accordance with its adopted policies, require the first month of service to be paid upfront prior to installation (as described in the GTC) of the Service by a Subscriber who has had any combination of two returned checks, collection records, or disconnects for non-payment within one year. Any Subscriber with a history of abuse of PPS FIBERNET Equipment or other facilities by the Subscriber at the Service Address or other location will be required to pay a Deposit in the amount of the current value (as determined by PPS FIBERNET), of the equipment prior to installations.

5. EASEMENT ON SUBSCRIBER'S PROPERTY. In consideration of receiving Service from PPS FIBERNET, Subscriber hereby grants or will grant to PPS FIBERNET or Paducah Power System any easements required or reasonably desired by PPS FIBERNET or Paducah Power System on, under, over or through

Subscriber's real estate for purposes of extending fiber optic cable so to provide Service to Subscriber and others as well as to perform maintenance, Service upgrades, and periodic clearing of rights of way. When economically feasible, all extensions shall follow any existing utility easements.

6. EQUIPMENT. Other than the Equipment provided to Subscriber by PPS FIBERNET for use with the Service, Subscriber must provide and is responsible for, all equipment devices, and software necessary to receive the Service.

7. BILLING. PPS FIBERNET will bill Subscriber monthly for all charges associated with the Service. Payment in full is due no later than the due date indicated on the bill. Subscriber is responsible for paying any taxes, surcharges, late payments, fees and assessments imposed from time to time in connection with the Service.

8. CANCELLATION. Subscriber may cancel Service at any time. If a Subscriber cancels Service and fails to return the ONT, ROUTER, or EXTENDER, within 10 days of cancellation, the total cost of the equipment will be charged to the customer's final bill.

9. TERMINATION. PPS FIBERNET may, without prior notice, discontinue or terminate Service, for any business reason at the time appearing reasonable to PPS FIBERNET, including, without limitation, if PPS FIBERNET, in its sole discretion, believes Subscriber has violated this Agreement.

10. ELECTRICAL POWER. The Service requires electrical power from Subscriber's premises to operate, for which Subscriber agrees to be responsible.



GLOBAL TERMS AND CONDITIONS

1. INTRODUCTION

This document, Global Terms and Conditions ("GTC"), constitutes part of, is incorporated into, and should be read in conjunction with the Fiber Optic Service Agreement ("Agreement") applicable to access Paducah Power System's fiber optic network ("PPS FIBERNET") requested by an individual or entity ("Subscriber").

READ THE AGREEMENT CAREFULLY. ALL OF THESE TERMS AFFECT SUBSCRIBER'S LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING PPS FIBERNET'S LIABILITY AND REQUIRING MANDATORY ARBITRATION OF DISPUTES BROUGHT BY SUBSCRIBER AGAINST PPS FIBERNET AND CERTAIN AFFILIATED PARTIES AS PROVIDED IN THIS GTC AND MOST CLAIMS BROUGHT BY PPS FIBERNET EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THE AGREEMENT.

2. AGREEMENT

Subscriber agrees to be bound by the Agreement and to use the Service in compliance with the Agreement. If Subscriber does not agree to all the terms and conditions of the Agreement, including any future revisions, Subscriber shall not use the Service and must cancel Service immediately. As provided in the Agreement, certain provisions of the Agreement will survive its cancellation or termination.

3. PPS FIBERNET'S RIGHT TO MAKE CHANGES

PPS FIBERNET may, in its sole discretion, change, modify, add or remove (collectively "Revisions") portions of this GTC, including the Acceptable Use Policy referenced herein ("AUP"), at any time. PPS FIBERNET may give Subscriber notice of any Revisions that PPS FIBERNET determines, in its sole discretion, to be material to Subscriber's Service or the Agreement. Notice of Revisions shall be deemed given when the Revisions are posted on PPS FIBERNET's website at www.paducahpower.com. Notice that Revisions have occurred shall also be deemed given when reference to the Revisions are either: (a) transmitted to Subscriber's last known email address or other electronic means, (b) mailed as a letter, bill message, bill insert, postcard or other notice via the US mail to Subscriber's last known address, or (c) delivered by hand to Subscriber. The revised GTC or AUP will be effective upon the earliest of the any of the above notice methods, including posting to PPS FIBERNET's website. Any revised GTC or AUP will supersede any prior version of same. Subscriber's continued use of the Service following such notice shall be deemed as Subscriber's acceptance of any Revisions. If Subscriber does not agree to the Revisions, Subscriber's only recourse will be to immediately cancel Service as set forth within the Agreement. Subscriber may not modify the Agreement, this GTC or the AUP by making any typed, handwritten, or other changes to same for any purposes.

4. SUBSCRIPTION

Subscriber must be at least 18 years of age and have legal authority to enter into the Agreement and to authorize entry onto the Service Address by PPS FIBERNET employees and contractors. Subscriber represents that all information provided during the subscription process is accurate and complete and that Subscriber will update such information with PPS FIBERNET should any such information change.

5. PRICING

Current installation prices and monthly fees for each Level of Service offered by PPS FIBERNET are posted on PPS FIBERNET's website at www.paducahpower.com. All prices, fees, charges, packages, features, functionality and offers are subject to change without notice. Any upgrades or modifications to existing Service may incur additional charges.

6. PAYMENT OBLIGATIONS OF SUBSCRIBER

Subscriber's installation fee, if any, shall be paid by the earlier of the due date as set by PPS FIBERNET or the date Service is made available. The monthly Service fee will begin upon the date Service is made available. Service is offered and billed in full calendar month increments. Excepting the first month of service, which will be pro-rated, no refunds will be given for partial months of Service. Subscriber is responsible for all charges to Subscriber's account. All charges are considered valid unless disputed in writing within 30 days of the billing date. Adjustments will not be made for charges that are more than 45 days old. Default in payment, including failure to timely pay may, at PPS FIBERNET's sole

discretion, result in late fees, reconnection fees, or disconnection of the Service, or all of the foregoing remedies.

7. EQUIPMENT

Depending on Level of Service available to and selected by Subscriber, certain equipment (the "Equipment") will be required for Service. This Equipment may include an Optical Network Terminal, in-home fiber cable, Wi-Fi extender, gigabit switch, power strip, and battery back-up unit or other Equipment. PPS FIBERNET will provide Subscriber with the Equipment, which shall at all times remain the property of PPS FIBERNET, shall not be tampered with, and upon termination or cancellation of Service shall be returned to PPS FIBERNET in the same condition as existed at the time of delivery, reasonable wear and tear excepted, within ten days from the date of termination or cancellation. All Equipment must be returned to PPS FIBERNET's business address, which can be found on PPS FIBERNET's website, www.paducahpower.com. Failure to return the Equipment to PPS FIBERNET within ten days will result in Subscriber being liable for and charged the cost of the Equipment.

8. CANCELLATION

Subscriber may cancel Service only as follows:

- Telephone Cancellation: 270-575-4000
- Email: customerservice@paducahpower.com
- In person at Paducah Power System, 1500 Broadway, Paducah, KY 42001.

9. AUTHORIZED USER

Subscriber and members of Subscriber's household at Subscriber's Service Address, including guests of Subscriber, are the only authorized users of the Service and must comply with the Agreement. Subscriber may not sell, transfer, lease, encumber or assign all or part of the Service or the Agreement. If Subscriber installs a wireless router, no one outside of Subscriber's household shall be permitted to access the Service through Subscriber's account. Subscriber is responsible for all traffic coming into or from Subscriber's Service even if such traffic is from or to an unauthorized user. Subscriber shall assure that any use of the Service complies with all applicable laws, regulations and rules. This limitation on authorized users includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access.

10. INSTALLATION

Installation of the Service means that Service has been made available to Subscriber, which, depending on the Level of Service available to and selected by Subscriber, may include access to a data connection. PPS FIBERNET cannot guarantee that the Service can be provisioned to a specific location. PPS FIBERNET may, pursuant to its adopted policies, accept or reject any potential Subscriber. Because of the complex nature of the Service, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. PPS FIBERNET may, pursuant to its adopted policies, require a Subscriber to pay an additional amount, referred to as Aid-In-Construction ("AIC"), fees, or charges, to cover the cost of installation of the Service, if the costs of installation of Service is deemed excessive or unreasonable in comparison to customary installations. Where, after installation has begun for a Subscriber, it is determined by PPS FIBERNET that Service at the proposed Service Address is not economically feasible or reasonably possible, PPS FIBERNET will cancel the installation process and refund any AIC or other money Subscriber advanced for installation.

11. ACCESS TO SUBSCRIBER'S PREMISES

Subscriber shall allow PPS FIBERNET and its agents the right to enter Subscriber's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and Equipment.

12. EASEMENT ON SUBSCRIBER'S PROPERTY.

In consideration of receiving Service from PPS FIBERNET, Subscriber hereby grants or will grant to PPS FIBERNET or agent of PPS FIBERNET any easements required or reasonably desired by PPS FIBERNET or agent of PPS FIBERNET on, under, over or through Subscriber's real estate for purposes of extending fiber optic cable so to provide Service to Subscriber and others as well as to perform maintenance, Service upgrades, and periodic clearing of rights of way. When



economically feasible, all extensions shall follow any existing utility easements. Subscriber warrants that he/she is the owner of the Service Address property or has express permission from the owner of the property for the installation of service and service related equipment such as NID, fiber optic cable, wiring boxes, wall plates or other special equipment. Subscriber shall indemnify and hold Paducah Power System harmless for any loss to PPS FiberNet arising from Subscriber's breach of said warranty.

13. CREDIT INQUIRIES

Subscriber authorizes PPS FIBERNET to make inquiries and to receive information about Subscriber's credit experience from others, to enter such information into Subscriber's file, and to disclose such information to appropriate third parties for reasonable business purposes. Subscriber further authorizes and consents to

PPS FIBERNET reporting any late payment or non-payment of any Service fees or charges by Subscriber to credit grantors or credit reporting agencies.

14. PPS FIBERNET'S USE OF EQUIPMENT

Subscriber agrees and understands PPS FIBERNET may utilize the Equipment provided by PPS FIBERNET to the Subscriber to extend coverage of the fiber optic network for PPS FIBERNET's or other Subscriber's use. Such use will utilize an account and network independent of the Subscriber's Service and will not impede or restrict Subscriber's Service.

15. GENERAL RESTRICTIONS ON THE SERVICE

The Service speeds and quality identified in PPS FIBERNET's marketing materials and other communications are dependent upon the Level of Service selected and available. The high-end of the speed or quality range for Service represents the potential wired maximum speed and quality capability for a Level of Service, but is not a statement or guarantee of the maximum speed or quality Subscriber will receive. PPS FIBERNET may contract with third parties to provide portions of the Service.

16. MONITORING THE SERVICE

PPS FIBERNET has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if PPS FIBERNET, 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 protect itself and its Subscribers. PPS FIBERNET may immediately remove, but shall have no obligation to Subscriber to remove, Subscriber material or information from PPS FIBERNET servers, in whole or in part, which PPS FIBERNET, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

17. ACCEPTABLE USE OF THE SERVICE

Subscriber shall not use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. PPS FIBERNET has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online services. The internet may contain material that is unsuitable for minors, and Subscriber agrees to supervise and to accept sole responsibility and liability for any use of the Service by minors through Subscriber's account. Subscriber shall comply with PPS FIBERNET's AUP, which PPS FIBERNET may modify at any time. The current AUP is available for review at the following address, subject to change:

www.paducahpower.com. PPS FIBERNET may take any legal and technical remedies to enforce or prevent the violation of the AUP.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PPS FIBERNET AND ITS SUPPLIERS AND CONTRACTORS DO NOT WARRANT THE PERFORMANCE OF THE SERVICE, THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PPS FIBERNET AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE,

NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PADUCAH POWER SYSTEM, PPS FIBERNET AND THEIR STAFF, BOARD MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "PPS PARTIES" AND INDIVIDUALLY "PPS PARTY") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICE AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING A DEVICE OF SUBSCRIBER; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE PPS FIBERNET NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING OR OTHER INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (VI) SUBSCRIBER'S RELIANCE ON OR USE OF THE SERVICE; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER SUBSCRIBER'S DATA IS MAINTAINED ON THE PPS FIBERNET SERVERS OR SUBSCRIBER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; (IX) USE OF THE SERVICE BY SUBSCRIBER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE PPS FIBERNET WEB SITES).

THE PPS PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) SUBSCRIBER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF SUBSCRIBER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO SUBSCRIBER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR, MODIFICATION OR REMOVAL OF THE EQUIPMENT.

THE FOREGOING LIMITATIONS IN THIS SECTION 18 OF THE GTC APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF THE PPS PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY PPS PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. SUBSCRIBER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY PPS PARTY TO SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES ACTUALLY PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PPS PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.

19. INDEMNIFICATION

Subscriber agrees to defend, indemnify and hold the PPS Parties harmless from and against all third-party claims, demands, suits, actions, judgments, losses, costs, damages including, but not limited to, direct, indirect and consequential damages, attorney's fees and expenses that a PPS Party may sustain or incur, or be threatened to sustain or incur, by reason of Subscriber's use or misuse of the Service or the Equipment or other facilities provided by PPS FIBERNET for provision of the Service, or such use or misuse by anyone else through Subscriber's account including, but not limited to, by such use or misuse (i) in violation of applicable laws or regulations or the terms of the Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; (iii) in any manner that harms any person or results in the personal injury or death of any person or in



damage to or loss of any tangible or intangible property (including data); or (iv) any claims of the owner of Subscriber's Service Address in connection with the installation of the Service.

20. WAIVER AND PERFORMANCE

PPS FIBERNET's failure to require strict performance of any term of the Agreement will not be a waiver of PPS FIBERNET's right to require performance of any term or condition of the Agreement.

21. ELECTRONIC COMMUNICATIONS AND PHONE COMMUNICATIONS

Subscriber consents to receive notices, documents, disclosures and other communications from PPS FIBERNET about Subscriber's account or Service ("Communications") in an electronic format to Subscriber's contact email address and agrees that the Communications provided to Subscriber by PPS FIBERNET electronically will be deemed a writing. Subscriber agrees to regularly check

his/her email account for Communications. If Subscriber does not want to receive Communications from PPS FIBERNET electronically or if Subscriber withdraws Subscriber's consent to receive such Communications electronically, then Subscriber may be charged a fee for a paper bill or stop using the Service. The withdrawal of Subscriber's consent will not affect the legal validity and enforceability of any electronic

Communications provided or business transacted between PPS FIBERNET and Subscriber prior to the time Subscriber withdraws Subscriber's consent.

a) Phone Calling and Texting. In addition, Subscriber hereby agrees that Subscriber's execution of the Agreement or use of the Service constitutes Subscriber's express written consent to receive automated and manually dialed calls, text messages and pre-recorded messages at the phone number(s) that Subscriber provides PPS FIBERNET in connection with the Service. Consent to receiving autodialed calls, text messages, and/or pre-recorded messages from PPS FIBERNET is not required to purchase products or services from PPS FIBERNET.

b) Changing Subscriber Contact Preferences. Subscriber may exercise Subscriber's option to not receive any marketing communications from and/or automated or manually dialed calls, text messages and pre-recorded messages from PPS FIBERNET by going to www.fibernet.com. Subscriber may also text STOP in response to any text message from PPS FIBERNET to stop receiving text messages from PPS FIBERNET.

22. DISPUTE RESOLUTION BY BINDING ARBITRATION

Except as is expressly provided elsewhere in the Agreement with respect to certain claims brought by PPS FIBERNET, PPS FIBERNET and Subscriber agree to resolve all disputes and claims between PPS FIBERNET (including claims against PPS Parties as defined herein) and Subscriber related to or associated with the Service through binding arbitration by the American Arbitration Association ("AAA"). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to all claims or disputes arising out of or relating to any aspect of the relationship between PPS FIBERNET and Subscriber pertaining to the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It also includes all claims and disputes that arose before this or any prior agreement; claims that are currently the subject of purported class action litigation in which Subscriber is not a member of a certified class; and claims that may arise after the termination or cancellation of this Agreement. NOTWITHSTANDING THE FOREGOING PROVISION REGARDING ARBITRATION, NOTHING IN THIS AGREEMENT SHALL REQUIRE ARBITRATION OR OTHERWISE GOVERN ANY CLAIMS MADE BY SUBSCRIBER OR BY A PPS PARTY (AS DEFINED HEREIN) ARISING OUT OF OR IN ANY MANNER PERTAINING TO ELECTRIC SERVICE PROVIDED TO SUBSCRIBER OR TO THE SERVICE ADDRESS BY PADUCAH POWER SYSTEM. ALL SUCH CLAIMS OR DISPUTES SHALL BE GOVERNED BY AND SUBJECT TO THE CUSTOMER'S CONTRACT WITH PADUCAH POWER SYSTEM FOR ELECTRIC SERVICE, THE TERMS AND CONDITIONS UNDER WHICH THE CUSTOMER RECEIVES ELECTRIC SERVICE (INCLUDING ALL APPLICABLE POLICIES AND RULES AND REGULATIONS OF PADUCAH POWER SYSTEM) AND APPLICABLE LAW. Furthermore, notwithstanding the foregoing arbitration

provision, PPS FIBERNET is not bound to use arbitration to initiate debt collection against Subscriber except in response to claims Subscriber may have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, SUBSCRIBER AND PPS FIBERNET AGREE TO UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AS A PLAINTIFF OR CLASS MEMBER.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). A Notice to PPS FIBERNET should be addressed to:

PPS FIBERNET
c/o Paducah Power System
Notice of Dispute
P.O. Box 180
Paducah, KY 42002-0180

A Notice must include the Subscriber's name, account number, address, and telephone number, and must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). A Notice to Subscriber from PPS FIBERNET will be addressed to the billing address that PPS FIBERNET has on file for Subscriber.

If PPS FIBERNET and Subscriber do not reach an agreement to resolve the claim within 45 days after the Notice is received, Subscriber or PPS FIBERNET may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement, and will be administered by the AAA or as mutually agreed to, in writing, by the Subscriber and PPS FIBERNET.

The arbitrator is bound by the terms of the Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. Unless PPS FIBERNET and Subscriber agree otherwise, any arbitration hearings and proceedings will take place in McCracken County, KY. The right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable AAA Rules. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or decision, or fails to comply with the arbitrator's award or decision, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

23. JURISDICTION

The Agreement is governed by the law of the Commonwealth of Kentucky without regard to its conflict of law provisions. To the extent any suit is filed related to this Agreement, the federal and state courts located in McCracken County, KY, alone have jurisdiction over all disputes arising out of or related to the Agreement and the Service. Subscriber consents to the personal jurisdiction of such courts sitting in Kentucky with respect to such matters and waives any right of Subscriber to removal.

24. NO THIRD-PARTY RIGHTS

The Agreement is made solely for the benefit of the Subscriber and PPS FIBERNET and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than expressly provided for in the Agreement. There are no intended third party beneficiaries of the Agreement.

25. MISCELLANEOUS

The Agreement constitutes the entire agreement between Subscriber and PPS FIBERNET with respect to Subscriber's use of the Service. Subscriber may not assign any rights or delegate any duties under the Agreement without the prior written consent of PPS FIBERNET, and any attempted assignment or delegation without such consent will be void. If one or more provisions of this Agreement



are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration provision in Section 22 of these GTC; if that prohibition is found to be unenforceable, the entire Section 22 entitled "DISPUTE RESOLUTION BY BINDING ARBITRATION" (but only said Section 22 entitled "DISPUTE RESOLUTION BY BINDING ARBITRATION") will be null and void and the dispute will be heard by a court having jurisdiction under the Agreement. PPS FIBERNET may amend or replace such unenforceable provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of PPS FIBERNET as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties confers upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. PPS FIBERNET will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor- related activity.