

**PANGAEA INTERNET SERVICE AGREEMENT -
GENERAL TERMS AND CONDITIONS OF SERVICE**

All PANGAEA Internet services (“PANGAEA Services”) offered and provided by e-Polk, Inc., d/b/a PANGAEA Internet (“PANGAEA”) to Customer pursuant to (i) a PANGAEA proposal and letter agreement and/or other order for PANGAEA Services in effect prior to January 4, 2022, or (ii) a PANGAEA Customer Order Form in effect on or after January 4, 2022, (collectively, the “Order”), are subject to and governed by the general terms and conditions of service set forth herein and as amended from time to time by PANGAEA (the “General Terms”).

These General Terms, along with the current (1) Order, (2) PANGAEA Service Level Agreement (the “PANGAEA SLA”), and (3) PANGAEA Acceptable Use Policy (the “PANGAEA AUP”), make up the PANGAEA Internet Service Agreement (the “Service Agreement”).

1. Acceptance of the Service Agreement. By signing the Order and/or by utilizing the PANGAEA Services, Customer acknowledges that Customer has read and understands the Service Agreement, and accepts the Service Agreement and agrees to abide by its terms and conditions as they may be amended from time to time. If Customer does not accept the Service Agreement, Customer may not and should not utilize the PANGAEA Services. Please take the time to read the full Service Agreement carefully. **The terms and conditions as set forth in the Service Agreement (including, without limitation, the General Terms, the PANGAEA SLA, and the PANGAEA AUP) may be amended from time to time by PANGAEA (in accordance with the terms of the Service Agreement) by providing notice of such changes by email to Customer or by means of a prominent notice on the PANGAEA website (at www.pangaea.us) prior to the change becoming effective. Use of the PANGAEA Services by Customer after a change to these terms and conditions has been so noticed by PANGAEA, shall constitute acceptance by Customer of such changed terms.**

2. Required Approvals; Contingencies. PANGAEA’s provision of the PANGAEA Services shall be contingent and dependent upon PANGAEA receiving all required approvals to attach to all utility poles and/or to access all other required right of ways and easements to install fiber running to and at Customer’s residence or place of business. Any costs related to conduit use, utility pole make ready work or to access the right of way and easements will be added to the installation costs stated on the pricing portion of the Order. If all such required approvals, including Customer’s approval of the higher installation cost, cannot be attained in a timely manner, PANGAEA will not be able to provide the requested PANGAEA Services to Customer, and Customer’s Order for PANGAEA Services shall automatically become null and void.

3. PANGAEA Services; Installation and Access.

(a) **PANGAEA Services.** Subject to and in accordance with the terms and conditions of this Service Agreement, PANGAEA will provide the PANGAEA Services to Customer at Customer’s residence or place of business (the “Site”) as set forth and described in the Order.

(b) **Installation.** PANGAEA will perform all required splicing and install aerial or underground fiber optic cable as required to provide the PANGAEA Services. One (1) strand of fiber will be terminated in a fiber termination panel and media converter or SFP in Customer’s designated equipment space at the Site that was utilized in the PANGAEA installation cost quotation. The media converter or SFP is the “PANGAEA Service Demarcation Point,” and any wireless or wired networking beyond the Service Demarcation Point is not included in the PANGAEA Services.

(c) **Access.** If Customer owns the real property on which the Site is located (the “Site Property”), by entering into and accepting the terms of the Service Agreement, Customer hereby grants PANGAEA an easement on, over and through the Site Property to install all required aerial or underground fiber and provide the PANGAEA Services to the Site. If Customer does not own the Site Property, Customer shall provide PANGAEA written approval from the owner of the Site Property that allows PANGAEA to install aerial or underground fiber on, over and through the Site Property to provide the PANGAEA Services to the Site. Customer should be present at the service location Site during an installation to be performed by PANGAEA, its agent or contractor. After installation and during the term of the Service Agreement, Customer will provide PANGAEA with reasonable access to the Site and the Site Property to inspect, repair and maintain PANGAEA fiber and equipment.

(d) **Bandwidth.** Although PANGAEA does not invoice monthly for “data overages,” PANGAEA will conduct a usage audit every six (6) months during the term of the Service Agreement. If the usage audit determines that Customer is exceeding usage limits for the bandwidth and price level, PANGAEA retains the right to upgrade the PANGAEA Service and increase the monthly price as required to stay within the usage limitations *in accordance with Section 9(e) below*. Customer will be notified before PANGAEA adjusts the service level.

(e) **Fiber Transport.** PANGAEA offers both “lit” fiber transport (“Lit Fiber Transport”) and “dark” fiber transport (“Dark Fiber Transport”). Lit Fiber Transport will include use of one or more strands of PANGAEA fiber optic cable and a pair of PANGAEA provided media converters or SFP’s capable of transmitting data at the selected bandwidth level. Dark Fiber Transport will only include the use of one or more strands of PANGAEA fiber optic cable. Customer must provide

Customer's own termination equipment on both ends of the Dark Fiber Transport. Customer's termination equipment must be owned, maintained and repaired by Customer.

(f) Static IP Addresses. PANGAEA provides one (1) static IP address with each bandwidth service offering. Additional IP addresses will be offered to Customer at PANGAEA's discretion.

(g) Collocation. At its sole discretion, PANGAEA will consider requests to collocate equipment in PANGAEA data centers. Collocation requests must be negotiated and addressed outside of the Service Agreement.

(h) Exclusions; E-mail addresses. The Service Agreement does not cover, and PANGAEA does not provide any electrical wiring, CAT 5/6 wiring, jacks, routers, switches, voice services, phones, or cameras. PANGAEA does not provide email addresses. It is Customer's responsibility to provide Customer's own domain name. Note that email addresses provided by Customer's previous internet service provider (e.g., Charter Spectrum, Windstream, Vyve/Northland, AT&T/BellSouth) may not work with PANGAEA's internet service.

4. Ownership; PANGAEA Assets and Services. All fiber optic cable, fiber and equipment referenced in the Service Agreement shall remain the sole and exclusive property of PANGAEA. No use of the PANGAEA network, the PANGAEA fiber, the media converters, the SFP's, or any other PANGAEA equipment, including, without limitation, any cables or equipment related thereto (the "PANGAEA Equipment"), the PANGAEA Services and/or any other PANGAEA services (collectively, the "PANGAEA Assets and Services") under the terms of the Service Agreement will create or vest in Customer any ownership right or perpetual right of use in any of the PANGAEA Assets and Services.

5. PANGAEA Support and Maintenance. PANGAEA will provide customer support and maintenance for the PANGAEA Assets and Services described on the Order in accordance with the standards described in the PANGAEA SLA then in effect (and found at www.pangaea.us). If customer requests an on-site service call and PANGAEA determines in its sole discretion that the problem is on the Customer side of the PANGAEA Service Demarcation Point, Customer agrees to pay PANGAEA \$100 for the service call. (The PANGAEA SLA in effect as of the date of the Service Agreement is available on the PANGAEA website at www.pangaea.us.)

6. Customer's Obligations.

(a) Fees and Payments.

(i) Fees; Deposits. Customer is obligated to pay the deposits, fees and monthly fees for the PANGAEA Services as set forth on the Order. Deposits must be received before installation is scheduled and will appear as an account credit on Customer's first invoice. Deposits should be paid on the PANGAEA customer portal.

(ii) Invoicing and Payments. PANGAEA will email Customer an invoice (reflecting the monthly service period) on the first of each month and invoiced amounts are due on the 21st day of the invoice month. (For example, charges invoiced on January 1st are due on January 21st and will cover the January 1-31 service period.) Invoice disputes must be submitted in writing to billing@e-polk.org by the 21st day of the invoice month. All undisputed amounts are due and payable, and must be received by PANGAEA by the 21st day of the invoice month or late fees will apply.

(iii) Failure to Pay; Late Fees. If Customer fails to pay the monthly charges within twenty-one (21) calendar days of the invoice date, PANGAEA will impose a late fee of 1.5% per month or \$10.00, whichever is greater, to the overdue balance. In addition, PANGAEA may disconnect the PANGAEA Services in the event of any past due balances. PANGAEA may also charge a service fee for all returned checks and bank card, PayPal, or charge card charge backs, and Customer agree to pay PANGAEA for such service fees.

(b) Use of the PANGAEA Services. As a condition of the Service Agreement, Customer agrees to use the PANGAEA Services in accordance with the terms and conditions of this Service Agreement (including, without limitation, the PANGAEA AUP) and represents and warrants that Customer will comply with all of the duties and obligations imposed on a "Subscriber" thereunder. (The PANGAEA AUP in effect as of the date of the Service Agreement is available on the PANGAEA website at www.pangaea.us.) Customer understands that PANGAEA has the right to enforce these terms and conditions and the PANGAEA AUP in its sole discretion. In the event of a violation, PANGAEA may, singly or in any combination, issue a warning, suspend or terminate the PANGAEA Services, and PANGAEA has no obligation to notify Customer prior to taking any such actions. PANGAEA reserves the right, but has no obligation, to monitor compliance with and investigate violations of the Service Agreement (including, without limitation, the PANGAEA AUP), including but not limited to monitoring bandwidth, usage and publicly posted content, gathering information from Customer and other users, and examining material on PANGAEA's network. Customer agrees PANGAEA shall not be liable to Customer for any of its actions taken to enforce this Service Agreement.

(c) Installation. Customer is responsible for: (1) submitting to PANGAEA written approval from the owner of the Site Property (and applicable buildings) granting PANGAEA permission to install fiber optic cable on the Site and Site Property; (2) installing and utilizing a surge protector for all PANGAEA-installed PANGAEA Equipment and for any resulting PANGAEA Equipment replacement costs if a surge protector is not used; and (3) providing, installing,

maintaining, and repairing the Customer Network. (The “Customer Network” is defined as being 100% of the equipment, cabling and all other portions of the network that is located on the Customer-side of the PANGAEA Service Demarcation Point.)

(d) Customer Information and Registration Data; Privacy. All information that Customer provides to PANGAEA must be accurate, including name, address, credit card or debit card numbers and expiration dates, and any payment information (“Registration Data”). Customer represents and warrants that Customer’s correct Registration Data is set forth on the Order. Customer is responsible for keeping all Registration Data accurate and must promptly provide any changes to PANGAEA. PANGAEA will not disclose Customer usage data or billing data without first receiving written approval from Customer.

(e) Assignment or sharing of PANGAEA Services. Customer may not resell, share, redistribute, sublicense or otherwise distribute the PANGAEA Services or any portion thereof to any third party without the prior written consent of PANGAEA. Customer shall not, in any capacity whatsoever, use the PANGAEA Services to participate or engage directly or indirectly in the business of providing high-speed internet services, broadband access services, “dark fiber” or “lit fiber” access, or networking services to the public, through any means whatsoever.

(f) Advertising. Customer grants PANGAEA the right to (1) place an advertising sign (18” x 24”) on the Site for a period of thirty (30) days after installation is completed, and (2) use any Customer testimonial in PANGAEA advertising.

(g) Return of Equipment. Within thirty (30) calendar days after termination or expiration of this Service Agreement or disconnection of the PANGAEA Services, Customer shall return any and all PANGAEA Equipment supplied and owned by PANGAEA to PANGAEA in good and working condition to avoid additional charges. **If such PANGAEA Equipment is not returned to PANGAEA in good and working condition within thirty (30) calendar days after termination or expiration of this Service Agreement or the disconnection of the PANGAEA Services, then PANGAEA shall have the right to charge Customer \$200 for such PANGAEA Equipment and Customer agrees to pay such charge, plus any required collection costs (including, without limitation, attorney fees and court costs).**

(h) Disclosure of Pricing. Customer agrees to not disclose (and to keep confidential) the pricing, discount amounts and all other terms and conditions included in the Order without the express, written approval of PANGAEA.

7. Customer’s Warranties, Representations and Indemnifications.

(a) Warranties and Representations. Customer warrants and represents that: (i) if Customer is an individual, Customer is at least eighteen (18) years of age, and if Customer is a business entity, that the person executing this Service Agreement on behalf of Customer is Customer’s duly authorized representative; (ii) Customer will not use the PANGAEA Services in a manner that physically or electronically interferes in any way with, or otherwise adversely affects, the PANGAEA network or the use of any of the PANGAEA Assets and Services; and (iii) Customer’s use of the PANGAEA Services will be in compliance with all applicable federal, state and local laws and regulations and the terms of the PANGAEA AUP.

(b) Customer Indemnifications.

(i) Indemnification. Customer will indemnify and hold harmless and hereby releases PANGAEA, its affiliates, agents and contractors and each of their respective officers, directors, trustees, employees, advisers, agents and other personnel (together the “PANGAEA Indemnified Entities”) from and against any Claim (as defined below) arising out of or in connection with: (i) the use of, or any provision of services involving the use of, the PANGAEA Assets and Services by Customer and/or the Customer End Users (as defined below); (ii) the negligence, gross negligence, willful misconduct of Customer and/or the Customer End Users; or (iii) the breach, default, or failure to adhere to the terms and conditions of this Service Agreement by Customer and/or the Customer End Users. A “Claim” is any liability, loss, damage, claim or cause of action of any kind or nature (including, without limitation, damage to property and injury to or death of persons), whether actual or alleged, or payment to any person in compromise or settlement, whether or not liability has been shown or can be known, and any expenses connected therewith, including, without limitation, reasonable litigation expenses and reasonable attorney fees, and expenses incurred in enforcing this indemnity provision together with interest.

(ii) Claims by Customer End Users. Notwithstanding anything to the contrary herein, Customer hereby releases and agrees to indemnify the PANGAEA Indemnified Entities from and against all Claims by any person or entity using (whether lawfully or not), or entitled to use the PANGAEA Assets and Services provided to Customer hereunder (a “Customer End User”), arising out of any loss or damage to the PANGAEA Assets and Services, or any inability of such Customer End User to use or receive the PANGAEA Services being provided by PANGAEA to Customer hereunder.

(c) No Liens. Customer will not create or suffer, and will promptly discharge at its expense, any lien, claim, right, encumbrance, security interest, or charge on any part of the PANGAEA Assets and Services (including, without limitation, the PANGAEA fiber and PANGAEA Equipment) created by Customer or claimed to have been furnished at the Customer’s direction by any person other than PANGAEA and its affiliates (“Liens”). Customer shall indemnify, defend,

and hold PANGAEA harmless from and against any and all Claims arising out of or in any way related to any Liens or otherwise arising out of the use of the PANGAEA Services by Customer hereunder.

8. DISCLAIMER OF WARRANTY; LIMITATIONS OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. PANGAEA MAKES NO WARRANTY, AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PANGAEA ASSETS AND SERVICES PROVIDED HEREUNDER.

(b) LIMITATION OF LIABILITY. PANGAEA will not be liable to Customer for any special, incidental, indirect, punitive or consequential damages or loss of use, lost revenues or lost profits, whether occasioned by any construction, reconstruction, relocation, repair or maintenance or otherwise, foreseeable or unforeseeable, arising out of the Service Agreement or the performance or non-performance thereof, even if Customer or any of its affiliates has been informed of the possibility of such damages. PANGAEA's entire liability and Customer's exclusive remedy with respect to the use of the PANGAEA Services or any breach by PANGAEA of any obligation PANGAEA may have under the Service Agreement or applicable law, shall be Customer's ability to terminate the service or to obtain the replacement or repair of any defective equipment provided by PANGAEA. In no event shall PANGAEA's liability to customer for any claim arising out of the Service Agreement exceed the recurring monthly amount paid by Customer during the preceding monthly period. This Section shall survive the termination of the Service Agreement.

(c) Interruption of Service. Notwithstanding anything to the contrary herein and other than with respect to the service credits provided through the PANGAEA SLA, PANGAEA will not be liable to Customer for the content of any data carried or transmitted over the PANGAEA network or the PANGAEA fiber, or from any interruption of the PANGAEA Services (including but not limited to any downtime of Customer's operations or Customer Network) or for interference with the Customer Network, incurred by Customer or any Customer End User as the result of any interruption of service or breach or partial breach of this Service Agreement.

9. Term and Termination; Changes in Service and Pricing.

(a) Term. The term of the Service Agreement shall commence on the date monthly invoicing begins for the PANGAEA Services and shall continue for the term selected/set forth on the Order (the "Initial Term") and shall be renewed thereafter for additional one month terms (each a "Renewal Term"), provided that: (i) either party shall have the right to terminate at the end of the Initial Term, by providing written notice of termination to the other party at least thirty (30) days prior to the expiration of such Initial Term; (ii) either party shall have the right to terminate at the end of a subsequent Renewal Term, by providing written notice of termination to the other party at least thirty (30) days prior to the expiration of such subsequent Renewal Term; or (iii) PANGAEA shall have the right to terminate as provided in Section 9(b) below and as otherwise provided herein.

(b) Termination by PANGAEA. PANGAEA shall have the right at any time to terminate this Service Agreement and/or terminate, discontinue or suspend any of the PANGAEA Services provided hereunder if: (i) PANGAEA does not maintain or loses any regulatory, governmental or other rights or approvals required in order to provide any of the PANGAEA Services (including, without limitation, any required licenses, easements, leases, certificates, permits, pole attachment rights, equipment room rights or other rights or authority of any kind whatsoever); (ii) an act or event beyond the reasonable control of PANGAEA (including, without limitation, a Force Majeure event, as defined below), makes it impossible for PANGAEA to provide any of the PANGAEA Services; (iii) PANGAEA no longer provides the PANGAEA Services being provided under this Service Agreement in Customer's location and/or at the Site; (iv) Customer fails to pay any amount due under this Service Agreement within thirty (30) days after receiving notice from PANGAEA that such amount is delinquent; or (v) Customer breaches any other material obligation under this Service Agreement and fails to cure such breach within 30 days after PANGAEA provides Customer written notice of such breach. In such event, PANGAEA shall have no obligation, and shall not be liable for, any inability to provide the PANGAEA Services or perform its executory obligations hereunder, and PANGAEA may also pursue any other legal remedies it deems appropriate.

(c) Termination by Customer. Customer may downgrade, cancel or terminate the PANGAEA Services after the expiration of the Initial Term by emailing staff@e-polk.org. Cancellation will take effect as of the date on which PANGAEA schedules and completes the disconnection of the PANGAEA Services. Customer will be obligated and agrees to pay the full monthly charge for the month in which the termination became effective.

(d) Customer's Early Termination of PANGAEA Services. If Customer downgrades, cancels or terminates the PANGAEA Services (including, without limitation, bandwidth service) prior to the expiration of the Initial Term (and other than as provided in Section 9(c) above): (1) Customer agrees to reimburse PANGAEA the Early Termination Charge as indicated on the Order; and (2) PANGAEA will not be required to refund any portion of the monthly charge paid (or to be paid) by Customer for the month in which cancellation occurs. Customer understands and agrees that the Early Termination Charge is the amount of the Installation Discount referenced on the Order (which is equal to the amount of the

installation cost that was waived by PANGAEA in return for Customer's agreement to purchase the PANGAEA Services for the full Initial Term period). Customer further acknowledges and agrees that the Early Termination Charge is a reimbursement, and that such amount represents reasonable liquidated damages and not a penalty.

(e) Adjustments in Service and Pricing. In addition to PANGAEA's rights of termination as provided in this Service Agreement, PANGAEA may, for any reason and at any time upon **30 days' notice** to Customer: (i) modify and/or adjust the PANGAEA Services (including, without limitation, the bandwidth service); (ii) adjust the monthly price for bandwidth service in accordance with Section 3(d) above; and (iii) following the expiration of the Initial Term, adjust the pricing for any other PANGAEA Services. PANGAEA will provide Customer with notice of any such changes via the contact information provided by Customer, and Customer's continued use of the PANGAEA Services after the effective date of any such change shall be considered Customer's acknowledgement and acceptance of such change.

10. Customer Inquiries. If Customer has a question or complaint regarding any aspect of the PANGAEA Services, we encourage Customer to contact our Customer Service Department at (828) 859-3072.

11. Dispute Resolution; Governing Law; Jurisdiction. Subject to the "Exclusions" subsection below, the parties agree to the following out-of-court alternate dispute resolution procedures to be followed in the event that a controversy or dispute arises out of or relating to this Service Agreement and the parties cannot resolve that dispute through negotiation within thirty (30) days of the date the dispute arose. Notwithstanding the foregoing, either party may at any time bring an individual action on any matter or subject in the small claims court division of the District Court for Polk County, North Carolina.

(a) Mediation. After thirty (30) days from the date the dispute arose, either party to the dispute may promptly submit to the other party a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The parties agree to jointly select a mediator. If the parties cannot agree on the choice of a mediator within 10 days from the date of the notice of intent to mediate, then, upon application by the parties, a mediator will be selected from or referred by the staff at The Mediation Center - Western North Carolina, 40 N French Broad Ave. Asheville, North Carolina. The mediator is free to caucus with the parties individually, as they see fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party with the former party's express permission. All information exchanged during this mediation shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation. Mediation shall be held in Tryon, NC or other location agreeable to both parties within fifteen (15) days of the appointment of the third party mediator or as soon thereafter as feasible. It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.

(b) Arbitration. The parties hereby mutually agree that if there are one or more disputed items that remain unresolved at the end of mediation or if either party should choose to terminate mediation, the parties will proceed with binding arbitration for any unresolved items in accordance with the provisions of the North Carolina General Statutes, Chapter 1, Civil Procedure - Article 45C, Revised Uniform Arbitration Act. If the parties can agree on a single arbiter within thirty (30) days of the initiation of arbitration, the arbitration may be conducted by a sole arbiter. If not, each party will select an area arbiter and the two selected arbiters will determine a third arbiter. Arbitration shall be held in Tryon, NC or other location agreeable to both parties within fifteen (15) days of the appointment of the third party arbiter(s) or as soon thereafter as feasible.

(c) Fees. The parties hereto agree that they will each be responsible for the costs of their own legal counsel, personal travel, and personal expenses. Fees and expenses of the mediator or arbiter and all administrative costs of the mediation and/or arbitration services, such as travel or the cost of a meeting room, shall be borne equally by the parties.

(d) Exclusions. The parties agree that the following claims or disputes shall not be subject to mediation or arbitration: (i) any individual action brought by Customer or by PANGAEA on any matter or subject that is within the jurisdiction of a court (as provided below) that is limited to adjudicating small claims; (ii) any dispute over the validity of any party's intellectual property rights; or (iii) any dispute related to or arising from allegations associated with unauthorized use or receipt of the PANGAEA Services. Notwithstanding anything to the contrary herein, either party may seek from a court (as provided below) any interim or provisional relief that may be necessary to protect the rights or property of such party pending resolution of the merits of any dispute through direct discussions, mediation or arbitration as set forth hereinabove.

(e) Governing Law; Jurisdiction. This Service Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws principles. Customer hereby consents to the exclusive jurisdiction of, and venue in, the state courts located in the Polk County, North Carolina and in the federal district court for the Western District of North Carolina with respect to any and all disputes arising out of this Service Agreement that may be litigated in court.

12. Miscellaneous.

(a) **Entire Agreement.** This Service Agreement sets forth and contains the entire agreement of the parties relating to the subject matter hereof and there are no representations, inducements, or other provisions other than those expressed in this Service Agreement. This Service Agreement supersedes all prior or contemporaneous understandings or agreements concerning the subject matter hereof.

(b) **Assignment; Transfer of PANGAEA Services.** This Service Agreement and Customer's rights and obligations under this Service Agreement may not be assigned by Customer in whole or in part without PANGAEA's prior written consent. The PANGAEA Services are provided solely to the Site designated by Customer. Customer may not transfer the PANGAEA Services to another location without PANGAEA's prior written consent (even if Customer moves or changes location).

(c) **Changes to Service Agreement.** PANGAEA may change this Service Agreement (including these General Terms, the PANGAEA SLA and the PANGAEA AUP) by providing notice of such changes to Customer using the contact information provided by Customer. Customer's continued use of the PANGAEA Services after the effective date of any such change shall be considered Customer's acknowledgement and acceptance of the changes, and the most recent version of these General Terms, the PANGAEA SLA and the PANGAEA AUP controls Customer's relationship with PANGAEA and PANGAEA's provision of PANGAEA Services to Customer.

(d) **Waiver.** If PANGAEA fails, at any time, to enforce any right or remedy available to it under this Service Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by Customer. Any waiver must be in writing and signed by PANGAEA.

(e) **Force Majeure.** As used herein, the term "Force Majeure" shall mean severe unusual weather, an act of God, fire, lockout, strike (or other labor dispute), riot, act of terrorism, government action or inaction, widespread illnesses or pandemic (e.g., COVID-19), failure of performance by a common carrier, failure of performance by a public utility, vandalism, or failure of performance by an entity providing prerequisite services related to the provision of services under the Service Agreement. If PANGAEA is rendered wholly or partly unable to perform any of its obligations under the Service Agreement because of an event of Force Majeure, then PANGAEA will not be liable for any damages, costs, expenses or other consequences incurred by Customer caused by such event and will be relieved of its obligations hereunder to the extent affected by the event of Force Majeure during the continuation of such event. PANGAEA shall have no liability to any party to the extent of any failure to perform its obligations hereunder for any equipment failure(s) not due to the action or inaction of PANGAEA.

(f) **Relationship of the Parties.** Nothing contained in the Service Agreement shall be deemed to constitute a partnership or agency agreement between PANGAEA and Customer for any purposes, including but not limited to, federal income tax purposes.

(g) **Severability.** All rights and restrictions herein apply only to the extent they do not violate applicable law and are limited to the extent necessary to be enforceable. The provisions of the Service Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

(h) **Cumulative Remedies.** All rights and remedies in this Service Agreement are cumulative, and the exercise of any right or remedy should not be construed as an election of remedies and preclude the right to exercise any other right or remedy.

(i) **Construction.** Headings at the beginning of any Section, subsection, or subpart are solely for the convenience of the parties and are not a part of, and shall not be used to interpret, the Service Agreement. The Service Agreement shall not be construed as if it had been prepared by one of the parties. References to Sections include all subparts and subsections of the referenced Section. All Exhibits referred to in this Service Agreement are attached and incorporated by this reference.

(j) **Third Parties.** Nothing contained herein, express or implied, is intended to confer upon any person, other than the parties hereto, the PANGAEA Indemnified Parties, and each of their permitted successors and assigns, any rights or remedies under or by reason of this Service Agreement.

(k) **Counterparts and Execution.** The Order (and this Service Agreement) may be executed in counterparts, each of which shall be deemed to be an original, and taken together shall constitute one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.

(l) **Survival.** The provisions of Sections 4, 6(g), 7, 8, 9, 11, and 12 hereof, as well as all representations, warranties, indemnifications, and limitations of liability, and any other provisions of the Service Agreement to be performed after such expiration or termination, shall survive the expiration or termination of the Service Agreement regardless of cause.