

EQUIPMENT AGREEMENT

This Equipment Agreement ("Agreement") between you (the "Customer" or "you"), and South Georgia Broadband, Inc. (as applicable, the "Company") provides the terms and conditions that apply to your rental or purchase, as applicable, and use, of the router/modem, gateway, backup battery unit, voice over internet equipment, or residential managed wireless equipment ("Equipment") provided by the Company to enable your use of the internet or voice over internet protocol ("VOIP") service that you are receiving from the Company (the "Service").

By installing or requesting the Company to provide or install the Equipment, you acknowledge and affirm that you have read and agree to the terms of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, you must return the Equipment to the Company by following the return process described on the *Return Policy and Procedure card* included in the box with your Equipment (black and white card).

INTRODUCTION

By your use of the Equipment in connection with receiving the Service, you consent to and accept all terms and conditions in this Agreement, all terms and conditions in the Internet Service Agreement, Acceptable Use Policies, all other use policies and the fee schedules posted on the Company's website (collectively, the "Terms of Service" or "TOS"). The Company may modify this Agreement at any time and any modification becomes effective immediately by notice posted on the Company's website (<https://southgeorgia.net>), by electronic mail, by conventional mail, or via the Company's authorized social media outlets, including Facebook and Twitter. You may terminate the rental of the equipment as provided below if you do not accept any of the revised conditions. Your continued use of the Equipment following the posting of any revisions to the TOS constitutes your acceptance of those revisions.

The Rental Terms and Purchase Terms provided below apply to Equipment rentals and purchases, respectively. The General Terms and Conditions provided below apply to all Equipment rentals, and purchases.

RENTAL TERMS

1. By renting Equipment for use with the Service, you agree to pay the Equipment rental or charge, together with such other charges required pursuant to this Agreement. In return for the Equipment rental charge, the Company will provide you with the Equipment and support for Equipment installation and connection issues and Equipment defects, subject to the terms and conditions provided herein. Certain types of support, such as VOIP Equipment installation and configuration, may require payment of additional fees as specified on the Company's website. Customer will be charged a fee if Company dispatches a technician to resolve an issue that is not caused by Company or Company's equipment.

2. You will be billed monthly the then-currently applicable rental rate and if applicable, shipping and handling fees plus applicable taxes. Late charges at the then-currently applicable rate for late charges will apply to late payments. Rental payments are due for every month you rent the Equipment and rental payments do not count towards a purchase of the Equipment. If you decide to purchase the Equipment, you must notify the Company in writing of your intent to purchase the Equipment, in which event the Company will charge you the full purchase price of the Equipment, regardless of your past rental payments, and the "Purchase Terms" provisions of this Agreement will apply from and after the time of purchase.

3. The Equipment is and will remain the Company's property. You may not assign, rent, or transfer the Equipment or your rights or duties under this Agreement to another without the Company's prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Equipment, including using the Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it, and if the Equipment is damaged by you or becomes non-operational or malfunctions for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, the Company may charge you for its full retail cost.

4. Subject to any applicable rules or laws, the Company may, after providing you with thirty (30) days' advance notice (which notice may be provided in the Introduction section), increase Equipment rental fees. Upon receiving notice, you may terminate this Agreement upon paying any fees then due. If you pay an invoice with the increased fee, you will be deemed to have agreed to the increased Equipment Rental Fees.

5. You may terminate this Agreement at any time upon fifteen (15) days' notice effective at the end of the billing month by calling South Georgia Broadband at 912-523-5111 or by providing written notice to the Company. Upon termination of the Service for any reason, including but not limited to your cancellation of Service for failure to pay:

(a) You must promptly return the Equipment to the Company by following the return process provided on the *Return Policy & Procedure card*.

(b) The Company will continue to charge you the monthly rental charge for the Equipment until it receives the Equipment, provided that if the Company has not received the Equipment within ninety (90) days after the date of termination, the Company will stop charging the monthly rental charge and will charge you the full price of the Equipment.

(c) This Agreement will be deemed terminated effective as of the termination of the Service, except for your obligation to continue to pay monthly rental charges and/or the cost of the Equipment if you fail to promptly return the Equipment.

6. The Company does not guarantee the compatibility of the Equipment with your computer, operating system, or networking equipment. If after providing support, the Company determines that the Equipment is either defective or is not compatible with your computer, operating system, or networking system, your sole remedy shall be for the Company to provide you with replacement Equipment, provided that you send the Company the original Equipment. In such event, the Company shall provide replacement Equipment at no charge to you; provided that if: (a) the Company determines the Equipment does not operate correctly because of your improper use, failure to use

a surge protector, defacement, use of improper electrical voltages, repairs by others, damage caused by you, others, or acts of God, or alterations or modifications; or (b) you fail to return the original Equipment to the Company, then you will be charged the full retail cost of the original Equipment. You are responsible for notifying the Company of any performance or compatibility issues with the Equipment. In no event will the Company refund previously paid Equipment rental fees.

PURCHASE TERMS

1. By purchasing the Equipment for use with the Service, you agree to pay the purchase charge, together with such other charges required pursuant to this Agreement. You acknowledge and agree that if you purchase Equipment, the Company is not required to provide you any support with regard to Equipment installation and connection issues and Equipment defects. However, upon request, the Company may provide certain fee-based support services, such as Equipment installation, as specified in the Internet Service Agreement or VOIP Agreement.

2. You will be billed the applicable full purchase price for the Equipment at the time of purchase and shipping and handling fees, plus applicable taxes. Late charges at the then-currently applicable rate for late charges will apply to late payments. Certain types of support, such as VOIP Equipment installation and configuration, may require payment of additional fees as specified on the Company's website.

3. The Equipment is provided AS IS WITH NO WARRANTY. The Company is not the manufacturer of the Equipment and the Company makes no warranties regarding the Equipment, either express or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. The Company does not guarantee the compatibility of the Equipment with your computer, operating system, or networking equipment. The Company shall have no liability for any defect in or failure of the Equipment.

GENERAL TERMS AND CONDITIONS

1. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company, and any attempted assignment, without such consent, shall be invalid. Company may assign this Agreement to an affiliate (any entity, directly or indirectly, controlling, controlled by or under common control with GTC) at any time upon notice to Customer.

2. If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid.

3. Customer agrees to defend, indemnify, and hold harmless GTC and its subsidiaries and other affiliated companies, and their respective officers, directors, employees, contractors and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from: (a) Customer's use of the Equipment; (b) Customer's failure to comply with this Agreement or the TOS; and (c) Customer's negligence or intentional misconduct or violation of applicable law. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will cooperate with the Company in asserting any available defenses.

4. THE COMPANY MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRODUCTS PROVIDED BY OR THROUGH GTC. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THE COMPANY, ITS EMPLOYEES, DIRECTORS, AGENTS, OR OTHER REPRESENTATIVES SHALL CREATE OR EXPAND ANY REPRESENTATION OR WARRANTY, NOR SHALL CUSTOMER BE ENTITLED TO RELY ON ANY SUCH INFORMATION OR ADVICE.

5. THE COMPANY, ITS AFFILIATES, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE EQUIPMENT OR ITS OPERATION OR FAILURE TO OPERATE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS, OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO THE EQUIPMENT AND/OR FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT OR YOUR RELATIONSHIP WITH THE COMPANY WILL BE LIMITED TO REPLACEMENT OF THE EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. NO ADVICE OR INFORMATION GIVEN BY THE COMPANY, ITS AFFILIATES, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT.

6. This Agreement, the Internet Service Agreement, the Application for Services, the Acceptable Use Policy, and the Company's other user policies posted on the Company's website constitute the entire agreement between you and the Company with respect to your rental or purchase of the Equipment and the Service.

7. This Agreement is governed by the laws of Georgia without regard to conflict of law provisions. Any dispute arising out of or relating to the Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to its Commercial Arbitration Rules. The arbitrator must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Glenwood, Georgia. Each party must bear its own costs relating to arbitration (including the costs of initiating arbitration), and the parties must equally divide the arbitrators' fees. No arbitration award may provide any remedy beyond those permitted under this Agreement, and any award purporting to provide a remedy beyond those permitted under this Agreement must be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. The Company, without waiving any remedy under this Agreement may seek from any court of competent jurisdiction within the State of Georgia any interim or provisional relief that the Company deems necessary to protect its rights pending arbitration.

8. The Company shall not be liable for any claim under this Agreement unless you submit such claim to arbitration as required by this Agreement within one (1) year after you become aware or should have become aware of such claim.

9. The Equipment is intended for: (i) the personal use of you and other occupants and guests within your residence; or (ii) the business use of you or your employees.

10. The Company is authorized to modify its products and services, and any charges therefor, at any time without notice to reflect any change in any governing law, underlying network service, or component affecting the Company's products or services.

11. The Company may discontinue, suspend, or terminate Service and this Agreement without notice if: the Customer does not honor any provision of this Agreement (including payment obligations to the Company for these or any other Services); the Customer's use of the Service or Equipment in a manner that adversely affects other customers or harasses the Company's customers or employees; the Customer or others use the Equipment or Service to engage in fraud or unlawful conduct or are suspected of doing so; or any regulatory agency, legislative body, or court restricts or otherwise prevents the Company from furnishing the Equipment or Services. Notwithstanding the foregoing, the Company may terminate for convenience this Agreement upon written notice to the Customer.

UPDATED: 6-26-25