

Brightspeed Subscriber Agreement & Service Schedule for Connected Voice

This Brightspeed Subscriber Agreement, together with the materials referenced herein (“Agreement”), is between Brightspeed Broadband, LLC on behalf of itself and its affiliates and the end user of the Brightspeed Fiber Service(s), Leased Equipment, and/or Software described below (“you” or “Customer”). Please review the Agreement carefully; it governs your use and our provision of the Service, Software, and/or Leased Equipment.

Your enrollment in, activation of, use of, or payment for Service, Leased Equipment, and/or Software constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms, and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Service, Leased Equipment, or Software and notify us immediately to cancel and return all Leased Equipment supplied by us by calling 1 833-692-7773, emailing us at support@brightspeed.com.

BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:

- **SECTIONS 13 and 14 CONTAIN LIMITATIONS ON BRIGHTSPEED’S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM BRIGHTSPEED FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, LEASED EQUIPMENT, AND/OR SOFTWARE.**
- **SECTION 15 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH BRIGHTSPEED OR FILE ANY LAWSUIT AGAINST BRIGHTSPEED AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**
- **WHERE REQUIRED BY LAW, CUSTOMERS WHO CANCEL THEIR SERVICE WITHIN THE FIRST THREE DAYS, OR SEVEN DAYS, AS APPLICABLE, FOLLOWING ACCEPTANCE OF THIS AGREEMENT WILL BE REFUNDED ALL CHARGES INCURRED WITH RESPECT TO THEIR ACCOUNT.**

BRIGHTSPEED STRONGLY ENCOURAGES YOU TO READ YOUR BILL AND PAYMENT RECEIPT EACH MONTH.

- All Service, Software, and Leased Equipment is provided to you at the amounts shown on your bill or payment receipt. If you have any question about your bill or payment receipt, please contact Brightspeed by please contact Brightspeed by using the phone number on your bill or the links above. We will work with you to make sure you understand every aspect of your bill and payment receipt and try to resolve any issue or dispute you might have.
- We may include important messages related to your Service or changes to the agreements between you and us in the body of the bill and/or payment receipt or as a link within your bill and/or payment receipt. It is your responsibility to read and understand these messages.

We do not guarantee Service and strongly encourage you to take steps to prevent losses from issues you may encounter with your Service, Leased Equipment, and/or Software. We highly recommend against using your Service, Leased Equipment, and/or Software in any manner that may cause you to suffer damage or loss of any kind should your Service, Leased Equipment, and/or Software become unavailable or suffer from performance issues. For example, if you use your Service, Leased Equipment, and/or Software for any business or commercial purpose, we urge you to consider obtaining business interruption insurance to cover the risk of business or commercial losses. For more important information about Brightspeed’s network performance, please see Section 2(a)(ii) below and

our Internet Service Disclosure located at <https://www.brightspeed.com/aboutus/legal/consumer/internet-service-disclosure/>.

1. Definitions.

“AUP” means the applicable Acceptable Use Policy posted at <https://www.brightspeed.com/aboutus/legal/consumer/legal-notice/acceptable-use-policy/>, including all future revisions.

“Customer Hardware” means equipment and devices purchased by you from a third-party for use with Services.

“Force Majeure Event” means an unforeseeable event beyond the reasonable control of a party, including without limitation: acts of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from Brightspeed’s failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

“Late Charge” is a fee of up to the maximum amount allowed by law that is assessed each month in which any portion of the payment is not received by or immediately available to us by the due date.

“Leased Equipment” means the Brightspeed-provided gateway, modem, router, pod, and/or other equipment for use with the Services regardless of who installed the Leased Equipment and regardless whether a separate lease fee is charged. Any monthly rental payments, periodic use payments, or similar arrangements related to Leased Equipment between you and Brightspeed are not purchases of the Leased Equipment.

“MRCs” means monthly recurring charges, which might be a single charge that is comprised of sub-charges for one or more Services and Leased Equipment, among other things.

“NRCs” means non-recurring, one-time charges.

“Payment Services” means electronic and online methods you use to view and pay for Service and Leased Equipment, including, but not limited to, PayPal, Apple Pay, the online account portal, and payments made through Brightspeed’s websites.

“Brightspeed” (also “we,” “us,” “our,” or “Brightspeed”) means Brightspeed Broadband, LLC.

“Regulatory Activity” means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction.

“Service” or “Services” means all of the internet services and associated value-added services you receive from us pursuant to this Agreement, including, but not limited to: Brightspeed Internet or other Brightspeed-provided Internet access service; additional services described in the Service Description Section below, and related Brightspeed installation, repair, support, and provisioning. “Service” or “Services” when used in the Service Description Section below refers to the specific service or services being described.

“Taxes” means foreign, federal, state, and local taxes, other similar charges, and any other imposition that governmental entities or agencies may levy or assess, we collect from Customers, and we remit what is collected to such governmental entities or agencies.

2. Service Description.

(a) Brightspeed Internet.

(i) We will provide Services that run either over the same copper line used for telephone service, a fiber-optic connection that runs directly to your location, a hybrid fiber-optic and copper solution to your location, or via a wireless connection to your location.

(ii) *Availability.* Service may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process and confirmed upon the provisioning of your Service at your location. Service speeds disclosed to you are “up to” a specific download speed via a wired connection under typical circumstances within our network and at your location. Service is provided on a per-line basis. Availability and the actual throughput speed of your Service are not guaranteed and depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your location from certain Brightspeed data equipment, the physical condition of your line and wiring at and/or inside your location, viruses or spyware, number, age, and capability of connected devices, server speed of the websites you connect to, traffic and congestion on your home network or corporate LAN, phone line qualifications, and computer or device performance and settings. Each of these factors is outside of our control and, as a result, not our responsibility. Any repairs or changes to these factors are your sole responsibility. The WiFi portion of the Service may not deliver the disclosed throughput speed or “up to” speed and will vary, particularly when Service is accessed by multiple wireless devices. Speed tests may reflect a speed lower than actual throughput speed when connected via a wireless connection or when multiple devices are in use, and may be further limited by the speed capabilities of those devices, in addition to the other factors listed above. Uninterrupted or error-free Services are not guaranteed, and we may limit speeds. Additional information about network performance, practices, and policies is disclosed on our Internet Service Disclosure page located at <https://www.brightspeed.com/aboutus/legal/consumer/internet-service-disclosure/>

We will provision your line at the maximum speed available at your location within the speed range of the Service you selected. Your location may be subsequently eligible for additional Services, including new speed options; provided that you may be charged for any Service change. Availability of Service depends on availability and limits of Brightspeed wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by Brightspeed line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines.

(iii) *Moves.* If you move to another location (including a move within the same building), you are not guaranteed to have either the same Service or any Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to any new Service will apply.

(iv) *Brightspeed Facilities and Devices to Provide Service; Licenses.* Certain Brightspeed facilities and devices used to provide you Internet service may be located on your premises, including in some cases inside your home or building. These facilities and devices are our property and must be installed, relocated, rearranged, tested, inspected, and maintained only by us. You are responsible for damage to such facilities and devices resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to our facilities or devices unless authorized by us. Any unauthorized attachments or connections may be removed or disconnected by us and your Service may be suspended or terminated as a result. You agree to provide us access to your premises (including your home or building, if necessary) at reasonable hours if necessary to terminate or cancel Service or to install, maintain or remove the facilities and/or devices. We are not liable for defacement or damage to your premises resulting from the existence of our facilities or devices and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of our negligence. You may be required to provide, install, and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive Internet

service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trench (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties, or business developments to reach points of termination).

(b) Internet Access.

(i) *Account Usage and Identification.* You will receive a username and password and/or other information necessary to use or access Brightspeed Internet (collectively and together with other information about your account the "Account Information") upon completing the registration process. You are responsible for unauthorized and non-compliant use of the Service and for maintaining a strong and confidential wireless network password. You are responsible for maintaining the confidentiality of the Account Information and are fully responsible for all activities that occur under your account including payment for all such activities. You agree: (A) that only you and your Authorized Designees (as defined in the next sentence) will use your Account Information and that you will not transfer or disclose such Account Information to any other person, and (B) to immediately notify us of any unauthorized use on your account or any other breach of security. "Authorized Designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the Internet access service using your Account Information. You must ensure that any such Authorized Designees will comply with this Agreement and you will be responsible for all use of the Internet access service and any other services accessed through the Internet access services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Internet access service may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Internet access service through your account. We will not be liable for any loss or damage arising from your failure to comply with this Section. IN ADDITION, YOU AGREE THAT WE, IN OUR SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND, OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS, OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.

(ii) *Additional Features and Applications.* Additional features and applications may be provided as part of the Service. Additional charges may apply. You acknowledge and agree that additional Service-specific terms may apply to your use of Internet, Voice, or any ancillary service or device. These additional terms are available at as attachments to this Subscriber Agreement or at <https://www.brightspeed.com/aboutus/legal/consumer/terms-and-conditions/>. We reserve the right to provide notice of new websites or locations for additional terms. These additional terms are also part of this Agreement. If any additional terms conflict with these terms, the additional terms specific to the particular Service will govern.

(iii) *Calix ProtectIQ.* The Calix ProtectIQ security service may be included within Leased Equipment. Adding third party devices to the Leased Equipment may render the ProtectIQ Software inactive. In utilizing the Calix ProtectIQ services, you are accepting not only the terms of this Agreement but also accepting the terms of service provided by Calix. We make no warranty, express or implied, as to the Calix ProtectIQ security service.

(iv) *Network Performance Monitoring.* We provide real-time monitoring and analysis of network performance and the performance of your internet connection. We may access and record information about your devices, including, but not limited to, the type of device, the device's operating system version, geo-location information based upon your consent, Leased Equipment information, aggregate broadband traffic, speed/throughput tests, profiles and settings including IP and MAC addresses, and installed software. You agree to permit us and our applicable third-party supplier to access the Leased Equipment and your devices, and to monitor and record such data, profiles, and settings for the purpose of providing an enhanced quality of experience related to the Service. Also, you consent to our monitoring of your Internet connection and network performance, and to our accessing and adjusting Leased Equipment settings as they relate to the Service. By measuring network performance from

Brightspeed's facilities and devices to your Customer Hardware, we can provide the following benefits to you:

- Monitoring of data throughput, data usage, bandwidth time outs, and Leased Equipment resets.
- Identifying bottleneck, performance, and coverage issues in facilities and devices, isolating problems outside or inside your premises.
- Identifying opportunities to optimize broadband service.
- Providing accurate measurement of wired and Wi-Fi speeds/throughput at your location, improving your Service understanding.
- Allowing the discovery of optimal locations for wireless devices.
- Providing potential capability as related to:
 - Proactive notifications to optimize Service
 - Offering of new products and services
- Providing potential capability for the following management controls:
 - Parental controls
 - SSID and password management
 - Guest network management
 - User and device profile management.

We will not track nor collect data based upon content viewed, streamed, downloaded, uploaded, or written on applications or websites for purposes other than network performance monitoring without first informing you and giving you a choice about whether you want us to do so. Data collection as a result of network performance monitoring will be stored within our internal systems. We and our authorized vendors, contractors, and agents will only share the network performance monitoring data for the sole purpose of performing the services outlined above.

3. Equipment.

Leased Equipment or, if offered by Brightspeed, equipment purchased from Brightspeed is required to use the Service. Some Service configurations require the installation of one or more WiFi nodes, or other ancillary equipment, to extend the in-home WiFi connection to the Service. Some Leased Equipment, including but not limited to smart network interface devices and modems, have security features built into the Leased Equipment and your proper installation and configuration of such Leased Equipment may be required to ensure the security features' proper functionality.

(a) Leased Equipment. Leased Equipment is Brightspeed's property and you may not assign, rent, or transfer Leased Equipment or your rights or duties under this Agreement to another without Brightspeed's prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using Leased Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it. You agree that if Leased Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, Brightspeed may charge you for its full retail cost (the "Equipment Charge"). Brightspeed does not refund or credit leases, so if your Leased Equipment is not working properly, please contact us by calling 1 833-692-7773, or emailing us at support@brightspeed.com. Replacement Leased Equipment may or may not be the same model. Brightspeed might make available to you certain equipment for purchase. In those circumstances, if you wish to purchase equipment from Brightspeed instead of leasing, the terms and conditions in Section 3(b) below will apply. If you purchase equipment from Brightspeed to the extent made available to you, you are required to return your Leased Equipment according to the Return Policy & Procedure. Lease payments are due for every month you lease the Leased Equipment and lease payments do not count towards a purchase of Leased Equipment. Your bill will include separately itemized lease charges unless the lease charges are a component of the MRC for the Services.

(b) Purchased Equipment. To the extent Brightspeed makes available equipment for purchase, you will be deemed the owner of the purchased equipment, and bear all risk of loss of, theft of, casualty to or damage to the equipment, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by Brightspeed. If Brightspeed deems the equipment has a manufacturing defect, the Limited

Warranty (set forth in the “Warranty” section below) will apply if it has not expired. If the equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that Brightspeed deliver replacement equipment. Any such replacement equipment will be charged to you at Brightspeed’s then-current rates, plus shipping and handling and any applicable Taxes. Replacement equipment may or may not be the same model.

(c) Delivery and Installation of Equipment. Equipment may be delivered to you only in the United States. You understand that you are responsible for self-installing the equipment once you receive it, unless you select a technician installation from Brightspeed for an additional charge. You are encouraged to complete installation of the equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the equipment and used the Service at the time the bill is rendered. As required, you will provide Brightspeed with reasonable access to your premises for technician installation of equipment.

(d) Customer Hardware. If you decide to use Customer Hardware in conjunction with the Service and the Leased Equipment, you understand and acknowledge that WE, OUR AFFILIATES, SUPPLIERS, AND/OR AGENTS WILL NOT BE RESPONSIBLE/LIABLE IF YOU CANNOT ACCESS YOUR SERVICE, IF SERVICE DOES NOT FUNCTION CORRECTLY OR AT ALL, OR IF YOUR CUSTOMER HARDWARE, SOFTWARE, PERIPHERALS, OR DATA IS DAMAGED. YOU WILL BE LIABLE TO US FOR DAMAGE TO ANY LEASED EQUIPMENT. Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through us is subject to the third-party provider’s terms, and we are not responsible or liable for any such services, software, or equipment. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.

4. Changes to Service or this Agreement. To the extent allowed under applicable law, we may:

(a) Effective immediately upon posting to <https://www.brightspeed.com/ew/aboutus/legal/legal-notices/> (or successor URLs) or upon any written notice to you, including e-mail or messages on or with your bill or payment receipt, change this Agreement in a way that does not directly result in a material and adverse economic impact to you. Please regularly check such website, your e-mail, your bill, and your payment receipt for any changes.

(b) Effective upon 30 days written notice to you, including email and messages on or with your bill or payment receipt, Brightspeed may: (i) increase MRCs and/or NRCs, (ii) change the Service, Leased Equipment, Software, and/or this Agreement in a way that directly results in a material and adverse economic impact to you, (iii) stop offering the Service, Leased Equipment, and/or Software, and/or (iv) change the Dispute Resolution provision (Section 15). We may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

(c) Your continued use of the Service, Leased Equipment, and/or Software after the applicable notice period constitutes acceptance of any changes. If you later conclude you no longer agree to the terms of your Service, you must immediately stop using the Service, Leased Equipment, and Software and terminate your Service. The Term and Termination provision below describes how you can terminate your Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

5. Software.

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by Brightspeed or by third parties (the “Software”). By installing the Software and using the Services or using Leased Equipment with embedded Software, you are agreeing to abide by all of the terms of this Agreement that relate to the Software.

(b) License. In addition to Section 5(a) above, if the Software is accompanied by an end user license agreement (“EULA”), your use of the Software is governed by the terms of that EULA. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, we grant you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the

Software solely for purposes of using the Service, Leased Equipment and/or purchased equipment. The license is effective upon the earlier of delivery or installation and extends only to your own use of such Software and only on the designated Leased Equipment or with the designated Service. For Leased Equipment and, if available, purchased equipment, you should be aware that it may contain copyrighted software that is licensed under the General Public License (GPL) and/or other open source licenses.

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of Brightspeed or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by us or the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer, create derivative works or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that Brightspeed or the third-party licensor or supplier of the Software, as applicable, own all right, title, and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades, or Changes. We may update, upgrade, or change the Software and related settings on your Customer Hardware from time to time. You agree to cooperate with us in performing such activities. A program downloaded to your Customer Hardware when Service is installed will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with Brightspeed's Privacy Policy, which can be obtained at <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice/>. You may choose to turn off the automatic updates function.

(g) Termination. We may discontinue provision of the Software for any reason, including without limitation if our agreement with a software vendor is terminated. Additionally, for certain third-party vendors, Software will no longer be functional if: (i) you or your Authorized Designees discontinue subscribing to the vendor product for which the Software was provided or to our Service; (ii) this Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Service under this Agreement expires and you have not purchased a new term. Upon termination of your Service or our notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other transaction with the Federal Government which calls for delivery or use of the Software by the Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software and documentation and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon us to make the Agreement effective, unless we specifically so consents by separate written agreement.

6. Service Conditions. The following conditions apply to the Service. We may suspend, terminate, or limit use of

your Service if you violate any of these conditions.

(a) Limits on Use. You agree not to use the Service for a business or for any commercial purpose if your Service is a residential service, or in a way that impacts our network resources or our ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to the Leased Equipment to access the Service (including the establishment of a wireless fidelity (“WiFi”) hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by us. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents our ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You will not be in violation of this Agreement by allowing Service access to authorized employees, contractors, or users (i.e., the customers of the establishment or hotel/motel guests and patrons). You may not use more than one IP address for each log-on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, Denial of Service (DoS), etc. It is your responsibility to secure computers, servers, and equipment to avoid the opportunity of becoming exploited. We may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; or (iii) to ensure acceptable service levels to all Brightspeed customers. We are not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) Data Usage Limits. Your use of the Service is subject to any data usage limitations applicable to your Service plan as described on the Brightspeed Internet Service Management page at <https://www.brightspeed.com/aboutus/legal/consumer/internet-service-disclosure/>.

(c) No Resale, Distribution, Transfer, or Assignment by You. You agree not to resell or distribute, transfer, or assign this Agreement and/or the Service via any means including, but not limited to, wireless technology, except with our prior consent and according to Brightspeed’s policies and procedures; provided that you may establish a WiFi hotspot as described above and as long as you do not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity.

(d) Assignment by Brightspeed. We may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(e) Use of WiFi. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. We cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and we make no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service.

(f) Monitoring and Testing the Service. We may, but are not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics that may be used for marketing purposes. We may also test Service for maintenance purposes to detect and/or clear trouble. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications (“apps”), and websites that may contain improper material. You will notify us of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent.

(g) Data Management and Security. WE STRONGLY RECOMMEND USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. We are not responsible for the management of your data, including without limitation loss of your data or back-up or restoration of your data. We are not responsible for the security of your data on your computer or server.

(h) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of Brightspeed and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. We grant you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by Brightspeed or will be implied or arise by estoppels with respect to any Service.

7. Installation, Maintenance, and Support. Charges may apply for installation, certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday, or weekend), and may include a minimum charge regardless of the actual number of hours worked. We will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you may need to pay a dispatch charge if the trouble is not found in our facilities or our equipment. A dispatch charge also may apply if Customer requests a service date change but fails to notify us before the service date and Brightspeed technician is dispatched on the service date. In addition to charging you for applicable dispatch fees, we may charge you on a time-and-material basis for the requested repairs to your facilities or equipment because repairs are not included in the dispatch fee.

8. Acceptable Use Policy. You agree to use the Service as permitted in the AUP.

9. Privacy.

(a) By using the Services, you acknowledge and agree to comply with the Brightspeed's Privacy Policy posted at <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice/> (or successor URL). This policy describes how we handle and protect your information, including customer proprietary network information, and how we market and communicate with you. Brightspeed's Privacy Policy may change from time to time without notice to you.

(b) We do not require or intend to access any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 CFR §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI shall be random, infrequent, and incidental to Brightspeed's provision of Service and is not meant for the purpose of accessing, managing the PHI, or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, you and Brightspeed agree that Brightspeed is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Agreement.

(c) You understand and agree that Brightspeed and its partners, agents, and contractors may send you emails at the addresses you have provided, place phone calls and text messages to the phone numbers you have provided, or use automated telephone dialing equipment or artificial and prerecorded voice messages to contact you by phone or text messages in connection with the following: information, marketing offers or advertising content about Services or other Brightspeed-provided services, which may include messages and calls related to installations, appointments, repairs, or collections. For phone calls and text messages, you understand and agree that we may contact you at any phone numbers you have provided or will provide in the future, including wireless or mobile phone numbers. You understand that standard per minute and text message charges apply for phone calls or text messages to wireless or mobile phone numbers. You may revoke this express written consent by emailing privacy@brightspeed.com. You understand and agree this express written consent is not a condition of purchase.

10. Rates and Charges; Payment.

(a) Rates and Charges. Unless agreed otherwise, Brightspeed bills charges monthly as described to you during the ordering process. All Services, Leased Equipment and, if offered by Brightspeed, equipment purchased is provided to you at Brightspeed's then-current standard or qualifying promotional MRCs and NRCs quoted to you during the ordering process and at the time(s) you order Service, Leased Equipment and/or purchased equipment. If you believe the amounts shown on your bill or payment receipt differ from the amounts disclosed to you during the ordering process or in any confirmation e-mails, please immediately contact us by calling 1 833-692-7773, or emailing us at support@brightspeed.com.

You are responsible for any charges associated with the Service, Software, Leased Equipment and purchased equipment, including without limitation MRCs, any applicable usage charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, Taxes, fees, surcharges, and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. We may impose fees or surcharges to recover amounts assessed to us by third parties or related to our provision of Service or Leased Equipment to you. These fees or surcharges are not Taxes and are not required by law but are set by Brightspeed and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, **your MRCs for Service, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service**. You can learn more about our taxes, fees and surcharges at <https://www.brightspeed.com/help/account/billing/taxes-fees-and-surcharges-on-your-bill/>. In the event we offer the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Leased Equipment, unless the discount or promotional offer specifically states that existing customers are eligible. In that instance, you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

(b) Payment.

(i) *Payment*. You must set up automatic, monthly recurring payments for your Service and, if applicable, Leased Equipment via a credit card, debit card, Apple Pay, or PayPal. To the extent required by Brightspeed, you agree to pay MRCs in advance of the period in which you will receive the Services. Any NRCs or additional value-added services that you purchase will be charged to your payment method on file with us within a day or two of your order. Service will begin on the day it is installed and will automatically renew each month after the installation date. All payments must be made in U.S. currency.

(ii) *Messages on or with your Bill and Payment Receipt*. We may include important messages related to your Service or changes to the agreements between you and us or as required by state and federal authorities on or with the bill or payment receipt, which you can view by logging into your account management portal. It is your responsibility to read and understand these messages.

(iii) *Declined payments*. If your payment method is declined, your Service will be suspended after 3 days. Once you update your payment method with us, we will reactivate your Service. The day we reactivate your Service will be your new payment date going forward.

(iv) *Account Information; Account Security; Authorized Users*.

(A) You will provide all information necessary for us to provide and bill for the Service and Leased

Equipment. You affirm that the information you supply to us is correct and complete, and you will promptly notify us whenever your personal or billing information changes. To use or enroll in a Payment Service, you must provide us with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to us. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating, or notifying us, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(B) You are solely and fully responsible and liable for all activities that occur under your Brightspeed account, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify us if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your Brightspeed account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to us by contacting our customer service. You also agree to periodically change your passwords.

(C) You authorize us to provide information about and to make changes to your Brightspeed account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your data.

(v) *Payment Information.*

(A) **Payment Services.** For your convenience, you may elect to have us retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with us that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask us to retain for you. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees.

(B) **Another Company or Financial Institution.** If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's terms and conditions and you agree that you are responsible for any charges you may incur from the financial institution in order to make such online payments and that we will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third-party site does not match the same amount presented at Brightspeed's customer portal or on your bill or payment receipt from Brightspeed, Brightspeed's listed amount is deemed to be the accurate amount.

(C) **Credit Card Policies.** Regarding payments made by credit card, we reserve the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide us your credit card information, you authorize us to automatically charge your provided credit card for all charges on your account. No chargebacks are available or permitted.

(D) **Service Suspension; Collections; Other Restrictions.** If your payment method is declined or dishonored, you may be subject to Service suspension or account termination at our discretion. You will be informed of such action if required by law. If we use a collection agency or initiate any legal action to recover

amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees. You will not pay for the Services, or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate us to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in a separate written agreement. We reserve the right to terminate access to Payment Services for any account at any time.

(vi) *Disputes.* If you have any questions about your bill or payment receipt or dispute a charge on your bill or payment receipt, please contact Brightspeed customer service promptly by calling 1 833-692-7773, emailing us at support@brightspeed.com. The charges will continue unless you inform us promptly of any dispute and we determine that any charges were incorrect. IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING US, YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 15 OF THIS AGREEMENT.

11. Term and Termination.

(a) Month-to-Month Term. Unless otherwise specified herein, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) Termination. You may terminate this Agreement and your use of the Services at any time and for any reason by following the instructions in the account management portal or by calling 1 833-692-7773, emailing us at support@brightspeed.com. If you cancel your Service on any day other than the last day of your billing cycle, your payments for that month of Service will not be refunded and your Service will terminate on that date. We may terminate this Agreement, your password, your account, and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if we believe you or someone using your account has violated this Agreement. We may, but are not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Brightspeed and is subject to applicable charges. If Services are terminated by you or us on any day other than the last day of your applicable billing cycle, your payment for that month of Services will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle.

(c) Return of Leased Equipment. After you notify Brightspeed of your intent to terminate Service, you must promptly return your Leased Equipment (namely the router(s) and WiFi mesh nodes, but not the optical network terminals) to Brightspeed within 30 days after termination. After receiving your intent to terminate Service, Brightspeed will send customers an email with return instructions to return the Leased Equipment to Brightspeed. Brightspeed will, at its option, either: (1) charge your payment method on file (including preauthorized credit card or bank withdrawal) an amount up to \$200 if Brightspeed does not receive the Leased Equipment within 30 days after termination; or (2) charge your payment method on file (including preauthorized credit card or bank withdrawal) an amount up to \$200 upon termination and credit you back for such charge ONLY if Brightspeed receives your Leased Equipment within 30 days following termination.

(d) Deletion of Data upon Termination. Upon termination of your Service, we may immediately delete all data, files, and other information stored in or for your account or on your Website without notice.

(e) Pause/Resume Service. Customers may temporarily pause Service ("Pause Service") for a minimum of one month and up to a maximum of nine months. Your Service will be deactivated on the day you place it on Pause Service, but if that day is any day other than the first day of your billing cycle, you will not receive a refund for that month of Service. If you put your Service on Pause Service, your Service will immediately be unavailable for use. When you resume Service, your billing cycle date will change to the date on which your Service is resumed.

12. Limitation of Liability. THE LIMITATIONS OF LIABILITY IN THIS SECTION 13 APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), UNLESS YOUR DAMAGES OR LOSSES RESULT FROM THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BRIGHTSPEED. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 15(b)(ii).

(a) YOU ASSUME RISK OF USING (INCLUDING THE RESULTS OF THE USE AND PERFORMANCE OF) THE SERVICE, SOFTWARE, LEASED EQUIPMENT, AND THE INTERNET. WE EXERCISE NO CONTROL OVER AND DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR LEASED EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. WE RECOMMEND YOU DO NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY.

(b) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF CHANGES TO THE SERVICE REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR ADVERSELY IMPACTS SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OR CUSTOMER HARDWARE OBSOLETE.

(c) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS OF INTERNET SERVICE. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY, BRIGHTSPEED WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF THE THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM ANY SUCH THIRD-PARTY.

(d) Payment Services.

(i) PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT INVOICE INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND UNDERSTAND THAT BRIGHTSPEED CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.

(ii) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS SENTENCE, EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT BRIGHTSPEED HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWING THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) WE ARE PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL.

(iii) ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER WILL BE DEBITED TO YOUR ACCOUNT FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR BRIGHTSPEED ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON OUR RECEIPT OF

THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, E.G., CASH, CASHIER'S CHECK, OR MONEY ORDER.

(iv) YOU ACKNOWLEDGE THAT THERE IS NO GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYMENT REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view your bill or payment receipt electronically or online for any reason, contact Brightspeed customer service by calling 1 833-692-7773, emailing us at support@brightspeed.com.

(e) AS PART OF PROVIDING SERVICE AND ONLY WITH YOUR PRIOR PERMISSION, BRIGHTSPEED MAY ACCESS YOUR PREMISES, COMPUTER HARDWARE AND SOFTWARE, AND YOUR NETWORKING AND INTERNET-RELATED EQUIPMENT. BRIGHTSPEED DOES NOT REPRESENT OR WARRANT THAT THE TECHNICIANS DOING SUCH WORK HAVE ANY SPECIAL EXPERTISE REGARDING YOUR COMPUTER OR SUCH EQUIPMENT.

(f) BRIGHTSPEED'S LIABILITY FOR CLAIMS IS FURTHER LIMITED AS FOLLOWS:

(i) FOR CLAIMS RELATED TO LEASED EQUIPMENT WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE, YOUR SOLE REMEDY IS THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 14;

(ii) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, BRIGHTSPEED SHALL HAVE NO LIABILITY WHATSOEVER;

(iii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, BRIGHTSPEED SHALL HAVE NO LIABILITY WHATSOEVER; AND

(iv) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE SERVICE, YOUR USE OF THE SERVICE, AND BRIGHTSPEED'S BILLING FOR THE SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED IN THE SIX MONTHS PRIOR TO NOTIFYING BRIGHTSPEED OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.

(v) REGARDLESS OF WHETHER BRIGHTSPEED HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR LEASED EQUIPMENT.

(g) BRIGHTSPEED WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER IF SUCH DELAY OR FAILURE IS CAUSED BY A FORCE MAJEURE EVENT.

13. Warranty.

(a) Limited Warranty for Leased Equipment. We extend the Limited Warranty (described in this Section 13(a) below) to the original lessor (you) of the Leased Equipment.

LIMITED WARRANTY FOR LEASED EQUIPMENT

(i) The Leased Equipment is warranted by Brightspeed to the person originally using such Leased Equipment, and

no others, to be free of manufacturing defects for the period during which you subscribe to the Service (“Warranty Term”).

(ii) This Limited Warranty covers only the basic operations of the Leased Equipment, and we do not warrant the compatibility of the Leased Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, operating, or other system. If the Leased Equipment malfunctions due to a manufacturing defect during the Warranty Term, we will replace or repair it, at our option, without charge, so long as (A) you notify us by calling the correct number set forth in Section 13(a)(v) below, report that the Leased Equipment’s basic operations are not functioning properly, and cooperate with the Brightspeed representative to evaluate the circumstances; and (B) you promptly return the Leased Equipment according to the procedure as instructed by Brightspeed, including the process described on this Modem Return website: <https://www.brightspeed.com/help/internet/modems-and-routers/how-to-pack-and-return-the-modem/>. We will: (1) replace or repair the Leased Equipment, at our option, and return the replacement or repaired Leased Equipment to you, within thirty (30) days after you comply with (A) and (B), above; or (2) such other option that you and Brightspeed may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) *Repaired/Replacement Leased Equipment.* We may use new or reconditioned parts to repair the Leased Equipment, or replace the Leased Equipment with new, repaired, or reconditioned Leased Equipment, all at Brightspeed’s sole discretion. All replaced products or parts remain the property of Brightspeed and will not be returned.

(iv) *No Other Express Warranties and Limitation of Implied Warranties.* This Limited Warranty is the only express warranty extended by Brightspeed in connection with the Leased Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(v) This Limited Warranty is extended to the person originally leasing the Leased Equipment, and no others. If you have questions, please contact us by calling 1 833-692-7773, emailing us at support@brightspeed.com.

(vi) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, LEASED EQUIPMENT, INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEDING SECTION, BRIGHTSPEED PROVIDES THE SERVICE, SOFTWARE, AND LEASED EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE, AND BRIGHTSPEED DISCLAIMS ANY SUCH WARRANTIES. BRIGHTSPEED DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY BRIGHTSPEED, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. BRIGHTSPEED IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. BRIGHTSPEED TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. BRIGHTSPEED MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT

AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

14. Indemnification. You agree to indemnify, defend, and hold harmless Brightspeed and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Leased Equipment; (b) installation, modification, or use of the Service, Software, and/or Leased Equipment by you and/or any parties who use your Service, Software, and/or Leased Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; or (e) negligent acts, errors, or omissions, negligence, or intentional misconduct by you.

15. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY BRIGHTSPEED OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND BRIGHTSPEED ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICES, SOFTWARE, AND/OR LEASED EQUIPMENT, REGARDLESS OF THE LEGAL THEORY.

(a) Pre-Filing Requirements. Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to Brightspeed in writing in a manner reasonably sufficient to allow Brightspeed a fair and adequate opportunity to resolve the dispute without litigation (“Notice of Claim”). Any Notice of Claim should be emailed to misdirect@brightspeed.com or mailed to Brightspeed, Attention: Litigation, P.O. Box 1330, Fayetteville, NC 28301-1330.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND BRIGHTSPEED WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

(i) *Notice of Claim Must Be on an Individual Basis.* Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this Agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.

(ii) *Fair and Adequate Opportunity to Resolve the Dispute.*

(A) Brightspeed commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide Brightspeed a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

(1) the Brightspeed account number(s) for the account(s) related to the claim or dispute;

(2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, service, equipment, software, or other issues;

- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) supporting documentation, including copies of your bill or payment receipt, supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from Brightspeed for additional information to support or clarify your claim or dispute.

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with Brightspeed (e.g., Brightspeed employee, Brightspeed-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 15(a)(ii)(A) and (B), Brightspeed will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. Brightspeed will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 15(a)(ii)(A) and (B), Brightspeed is not obligated to search its records.

(iii) *60-Day Pre-Filing Period.* If you and Brightspeed are unable to resolve your claim or dispute within 60 days after Brightspeed receives your Notice of Claim that meets the requirements of paragraphs 15(a)(i) and 15(a)(ii) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in paragraph 15(a)(i), or because it does not include the information required by paragraph 15(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which Brightspeed has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of paragraphs 15(a)(i) and 15(a)(ii), but you fail to respond to a reasonable request from Brightspeed for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.

(iv) *Pre-Filing Tolling Period.* Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days after Brightspeed receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from Brightspeed for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of Brightspeed's request.

(b) Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. By this Agreement, both you and Brightspeed waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

(i) *Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.* Without limiting the

generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this Agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.

(ii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* As consideration for following the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 15(b), Brightspeed agrees that:

(A) Brightspeed will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;

(B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds Brightspeed's highest offer of settlement during the 60-Day Pre-Filing Period, Brightspeed will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;

(C) Nothing in this Agreement, including the limitations on liability in Section 12, will prevent or limit the recovery of statutory remedies;

(D) The damage cap in paragraph 12(f)(iv) is increased so that it will not exceed the total charges you paid to Brightspeed in the twelve months prior to notifying Brightspeed of your dispute. If you give notice of a dispute after terminating service, the damage cap in paragraph 12(f)(iv) is increased so that it will not exceed the charges you paid to Brightspeed during the last twelve months before terminating service; and

(E) Brightspeed will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that Brightspeed retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this paragraph 15(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award to attorneys' fees, costs, and expenses than allowed under paragraph 15(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both paragraph 15(b)(ii) and applicable law.

(iii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis Not Severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* If a court deems paragraph 15(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then paragraph 15(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this Agreement.

(c) **Waiver of Right to Jury Trial. BOTH YOU AND BRIGHTSPEED WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your claims and Brightspeed's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in paragraph 15(d).

(d) Waiver of Jury Trial Not Severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 15(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 15(c) shall be unenforceable and severed from this Agreement.

(e) Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY BRIGHTSPEED OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR BILL OR PAYMENT RECEIPT, YOU MUST NOTIFY BRIGHTSPEED OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR BILL OR PAYMENT RECEIPT. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED BILL OR PAYMENT RECEIPT. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

16. Notices. Except as otherwise provided herein, all required notices to Brightspeed must be in writing and sent to Brightspeed, Attention: Litigation, P.O. Box 1330, Fayetteville, NC 28301-1330. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you either when you ordered Service or Leased Equipment or at a later time. You agree to provide Brightspeed with any and every change to your e-mail address by calling 1 833-692-7773, emailing us at support@brightspeed.com. If you fail to provide updated e-mail address information to Brightspeed, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the email address you provided.

17. Supremacy.

(a) In the event of any inconsistency between this Agreement and any other documents exchanged between you and Brightspeed related to the Service, Software, or Leased Equipment, the provisions of this Agreement will control.

(b) In the event of any inconsistency between Sections 12 and 15 of this Agreement and the liability limitations and dispute resolution provisions of any other agreement between you and Brightspeed or any of its affiliates, Sections 12 and 15 of this Agreement shall control; and

(c) In the event any other agreement between you and Brightspeed or any of its affiliates does not contain liability limitations or dispute resolution provisions, Sections 12 and 15 of this Agreement shall control to the greatest extent permitted by law.

18. Entire Agreement. This Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and Brightspeed with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter of this Agreement.

19. Governing Law. This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action, or lawsuit.

20. General. If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision

will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any Brightspeed employee, vendor, contractor, or agent at any time. We reserve the right to terminate your Services, Software licenses, and Leased Equipment leases without notice in the event of such behavior.

Service Schedule for Connected Voice – Brightspeed Fiber Internet

BELOW ARE IMPORTANT PROVISIONS IN THIS SERVICE SCHEDULE THAT AFFECT YOUR RIGHTS:

- **SECTION 1 EXPLAINS 911 DIALING CANNOT BE GUARANTEED. BRIGHTSPEED RECOMMENDS THAT YOU ALWAYS HAVE SOME ALTERNATIVE MEANS OF ACCESSING 911 SERVICES FROM THE SUBSCRIBER LOCATION.**

Capitalized terms not defined in this Service Schedule shall have the meaning set forth in the attached Subscriber Agreement.

1. Service Description.

(a) Service. The “Voice Service” is a voice service that Brightspeed provides using Internet-based calling (e.g., voice over Internet protocol (VoIP)) that is delivered to you through two-way data communications and involves Internet connections at a required, minimum speed. For the Voice Service to work, you must have the required Internet speed, Software, and Leased Equipment or Brightspeed-approved compatible Customer Hardware pursuant to this Section 1(a). You must purchase the Internet connection from Brightspeed or receive an alternative Internet connection as approved and/or required by Brightspeed. You must use Leased Equipment to operate the Voice Service unless you obtain Brightspeed’s written pre-approval to operate the Voice Service using Customer Hardware.

Please note that the Voice Service will not work if power is lost, disconnected or not available for any reason. You may want to have an alternate means of communication available to you in your home.

(b) Subscriber Location. “Subscriber Location” means physical location at which you tell Brightspeed to deliver the Service.

(b) 911 Services.

(i) Connection and Limits. Because the Voice Service works using Internet connections, calling 911 is different from what you might be used to with your traditional local or wireless service. Brightspeed cannot guarantee that the Voice Service will be continuous or error-free. If 911 dialing does not work, your safety and the safety of others who use the Voice Service could be affected.

For this reason, Brightspeed recommends that you always have some alternative means of accessing 911 services from the Subscriber Location.

(A) Your Location Information Is Critical To Successful 911 Calling. FEDERAL LAW MAKES IT YOUR RESPONSIBILITY TO BE SURE THAT BRIGHTSPEED ALWAYS HAS YOUR CURRENT PHYSICAL LOCATION INFORMATION (YOUR “SUBSCRIBER LOCATION INFORMATION”), AND YOU NEED TO GET CONFIRMATION FROM BRIGHTSPEED WHEN YOU CHANGE THAT INFORMATION. YOU SHOULD TELL ANYONE YOU LET USE THE VOICE SERVICE OR LEASED EQUIPMENT THAT 911 DIALING IS LINKED TO THE SUBSCRIBER LOCATION BRIGHTSPEED HAS ON FILE. IF YOU MOVE YOUR LEASED EQUIPMENT OR APPROVED CUSTOMER HARDWARE AND DIAL 911 WITHOUT TELLING BRIGHTSPEED OF YOUR MOVE, 911 CALLS COULD BE SENT TO THE WRONG EMERGENCY SERVICE PROVIDER.

(B) Dialing 911 Following Your Initial Service Activation. 911 dialing will work immediately after you activate the Voice Service. After we have successfully processed your Subscriber Location Information into Brightspeed’s 911 databases, Brightspeed will notify you of that fact at the email address you have provided. After that email notification, 911-dialed calls should generally automatically connect you to a 911 Emergency Service Provider. If the 911 activation is rejected or your Subscriber Location Information fails for any reason, you will be notified by email and you should either not move your Subscriber Location or have an alternative means of accessing 911 services.

(C) Your 911 Subscriber Location Information. With the Voice Service, your Subscriber Location will be registered as your physical location for purposes of 911 dialing (your “911 Subscriber Location”), and Brightspeed will include that

address in Brightspeed's 911 databases automatically at the time you order the Voice Service. **If you move your Leased Equipment or your approved Customer Hardware on which the Voice Service operates, you agree to let Brightspeed know in writing before you make the move, even if the move is only temporary (for example, whether for a few hours or a longer duration).** The easiest way to do this will be through the Account Portal.

(D) Confirmation of 911 Subscriber Location If Moving.

(1) You agree that you will not move your Voice Service for any reason at any time until you receive confirmation from Brightspeed accepting your proposed address change. Brightspeed will confirm – or may reject – your request to change your 911 Subscriber Location Information. You should check the Account Portal (or other communications method Brightspeed tells you about) to receive our confirmation or rejection.

(2) 911 CALLING WILL NOT WORK PROPERLY IF YOU MOVE BEFORE YOU UPDATE YOUR ADDRESS INFORMATION WITH YOUR NEW 911 SUBSCRIBER LOCATION AND RECEIVE CONFIRMATION FROM BRIGHTSPEED. IF YOU MOVE YOUR LOCATION BEFORE THAT, YOUR 911-DIALED CALL WILL GO TO THE EMERGENCY PROVIDER WHO TAKES CALLS FOR YOUR “OLD” SUBSCRIBER LOCATION. IF THIS HAPPENS, YOU WILL HAVE NO EMERGENCY ASSISTANCE IN WHAT MIGHT BE A SERIOUS HEALTH OR LIFE EMERGENCY.

(E) 911 SERVICES WILL NOT WORK IF:

(1) you have no electrical power for Leased Equipment or approved Customer Hardware on which the Voice Service operates or electrical power is lost or unavailable on your property;

(2) your Internet connection fails or is disabled or becomes degraded (which would include situations where you fail to meet our required connection speeds);

(3) you attempt to use the Voice Service from outside the contiguous United States (the Voice Service is not available in Alaska and Hawaii);

(4) your Leased Equipment or approved Customer Hardware malfunctions because it was not installed or connected correctly or because it is affected by normal service life limitations; or

(5) your Voice Service or Internet Service is disconnected for any reason.

(F) No Privacy Rights When Making 911 Calls. You agree that you have no privacy rights when Brightspeed transmits information about you in connection with a 911-dialed call, including your phone number, name, or address, even if these are not published in directories.

(G) General Information and Guidance on 911 Calling.

(1) Labels. Brightspeed can provide labels that tell you that 911 calling with the Voice Service may have limitations. Brightspeed recommends you place these labels on or near your phone or any device using the Voice Service so others are aware of these limitations as well.

(2) Information You Should Provide To 911 Emergency Service Providers. Brightspeed recommends that when you dial 911 you state your name, phone number, current location, and the nature of your emergency to 911 Emergency Service Providers. This is helpful in case your call is dropped or disconnected, or because your phone number and location may not always be available to the person receiving the 911 call.

(ii) Required Notice to be Given by Business Subscribers. This specific subsection applies to all Subscribers who use the Service for business purposes. You must notify all end users of the Voice Service of the limitations on access to 911 calling described in this Section 1(b); and that access to 911 emergency service and the appropriate 911

Emergency Service Provider is only available at the location that Brightspeed has on record for that end user. Upon end user request, Brightspeed will provide notices and/or labels that will indicate that 911 service has limited availability and functionality when used with the Voice Service, and Brightspeed recommends that the labels be placed on an end users' devices that you have approved for use with the Voice Service. Additionally, when your end users use a soft phone with the Voice Service, a 911 warning should appear on the soft phone device. The end user must click on the display to acknowledge the warning. You should direct your end users to the following URL to review these 911 Emergency Service limitations: <https://www.brightspeed.com/aboutus/legal/consumer/legal-notices/911-and-service-limitations/>. **By accepting the Voice Service, you acknowledge that Brightspeed has advised your business of the 911 limitation associated with the Voice Service, you understand this information, you accept the Voice Service with these limitations, and you will notify all of your end users of these limitations.**

(c) Internet Connectivity. The Voice Service requires an Internet connection that meets the minimum speeds that Brightspeed describes to you, and Software and Leased Equipment or Brightspeed-approved Customer Hardware that is compatible with the Voice Service.

(d) Unsupported Calls. The Voice Service does not support certain dialing features or patterns, including 0+ dialing (that could include attempts to call collect, to do third-party billing, or calling-card calls). The Voice Service most likely will not support 3-digit dialing **other than** 711 ("Telecommunications Relay Service" or "TRS"), 911 and 411.

(e) Additional Information Regarding Service Provisioning.

(i) Telecommunications Relay Service. TRS is accessible with the Voice Service by dialing 711, or using the toll-free number listed in your telephone directory. TRS is a free service for subscribers who are deaf, hard of hearing or have speech disabilities. These connections can sometimes be made through standard telephone equipment but sometimes require specially designed equipment.

(ii) Value-Added Services. Brightspeed may have services that we believe can add value to or enhance your Voice Service. Such services may be offered at no charge, may require an additional NRC, or an additional MRC. Brightspeed may decide to stop making those value-added services available at any time, and we will not necessarily give you prior notice of our decision. If the value-added service involves a charge, Brightspeed will stop billing you that charge.

2. Service Conditions. The following conditions apply to the Voice Service. Brightspeed may, without giving you any advance notice, suspend, terminate, or limit use of your Voice Service if you violate any of these conditions.

(a) Limits on Use. Your use of the Voice Service is subject to Brightspeed's AUP. You agree not to use the Voice Service for high volume or excessive use or in a way that impacts Brightspeed network resources or Brightspeed's ability to provide services. Brightspeed considers "high volume" or "excessive use" to be more than 5,000 voice minutes per month. The Voice Service may only be used at the Subscriber Location for which Voice Service is provisioned by Brightspeed. Brightspeed may restrict your use of or interrupt the Voice Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure acceptable service levels to all Brightspeed customers. Brightspeed is not responsible or liable for any Voice Service deficiencies or interruptions caused by such events.