CUSTOMER SERVICE AGREEMENT

This Agreement, Point Broadband's (Point) Terms of Use, Open Internet Policy, E911 Policy, and Your Service Order govern Your terms of Service with Point.

PLEASE READ THIS AGREEMENT CAREFULLY. THE AGREEMENT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, CLAIMS, AND CONTROVERSIES - JURY TRIALS AND CLASS ACTION LAWSUITS ARE WAIVED - AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE, CLAIM, OR CONTROVERSY. BY ACCEPTING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SERVICE, IF YOU DO NOT AGREE WITH ANY PROVISION OF THE AGREEMENT, OR IF YOU HAVE ANY OTHER DISPUTE OR CLAIM, WITH OR AGAINST Clearwave WITH RESPECT TO THE AGREEMENT OR ANY PART OF THE SERVICE, THEN YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDIES ARE TO DISCONTINUE USING THE SERVICE AND SEEK DISPUTE RESOLUTION WITH US AS PROVIDED HEREIN.

When we use the terms "Point," "Clearwave," "we", "our", or "us," we are referring to Point Broadband Holding, LLC and Clearwave Fiber LLC d/b/a Clearwave, and any subsidiaries, divisions, parent companies, holding companies, affiliates, agents, representatives, employees, and any other person or entity doing business as Point and providing Services and/or Equipment to You.

Your Service

1. **Service**. We will provide the Services requested by You, as those Services are described by the Service Order or, where applicable, the Point Price List. You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. **Term**. The term of this Agreement is open ended and Service will continue until canceled as provided for in this Agreement. Any promotional pricing or discounts are subject to the terms and duration specified in the applicable Service Order or promotional offer.

3. **Equipment**. For the duration of Your Agreement, Point will provide You Equipment as necessary for Service. You agree to abide at all times by the terms of any and all license agreements associated with any Equipment. You are responsible for having compatible equipment prior to obtaining Services. We do not represent, warrant, or covenant that installation by Point, You, or a third-party chosen by You will enable You to successfully access, operate, or use the Services, or that such installation will not cause damage to Your computer, data, software, files, phone, peripherals, Premises, property, or place of residence. Customer-owned equipment must meet Point's published technical specifications to be compatible with the Service.

4. **Authority**. You represent and warrant that You are: (a) the owner of the Premises; or (b) a tenant or other lawful occupant, agent, or representative of the Premises who possesses full authority to grant Point the right to enter the Premises. You hereby give Point all necessary right, authority, and consent to enter onto the Premises for the purpose of installation, operation, maintenance, repair, reclaiming, and/or removal of internet service infrastructure, drops, Equipment, and related components ("System"), including electronics, cable equipment, masts, surge arrestors, radios, antennas, NIDS, and/or wiring. You will not remove the Equipment and/or System from the location within the Premises where it is installed, repair, make changes, or permit anyone else to do so, without Point's prior written permission. Ownership of all parts of the Equipment and System shall be and remain the property of Point and shall not become a fixture.

Your Responsibilities

5. **Use of the Service**

A. Responsibility for Use. You are responsible for Your own end users and their compliance with these Terms and Conditions. You acknowledge that the Internet may contain material or information that is unsuitable for minors and agree to supervise usage of the Service by minors.

B. Compliance with Laws and Point Policies. You agree to comply with all applicable federal, state, and local laws, rules and regulations in connection with Your use of the Service. You further acknowledge and agree to adhere to Point's Internet Acceptable Use Policy, including but not limited to Robocall Mitigation, as it may be amended from time to time.

C. Security. You are solely responsible and assume any and all risks for the security of any device You choose to connect to the Service, including any data stored on that device.

D. E-Mail Privacy. Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination and total privacy cannot be guaranteed. You agree that Point may examine mail on its own mail servers when allowed under law or as part of system maintenance or troubleshooting, for example, when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand.

E. Service Credits. The waiver of any fees or charges, or the provision of any service credits, in any instance is solely in the discretion of Point and shall not establish any precedent or entitlement to future credits or waivers.

6. **Fees and Payment**

A. Fees; Taxes; Charges; Payment Terms; Other Charges. All Point bills are subject to payment in accordance with the Point Price List, attached hereto, and/or otherwise incorporated below without deduction or setoff of any kind. Any representation by a Point representative contrary to the Agreement does not constitute an offer and thus may be corrected or modified. You will pay all taxes or other governmental fees and charges, if any, which are assessed. The initial invoice will include the fee for installation, and may include other applicable non-recurring installation charges including, but not limited to, charges for Equipment and inside wiring.

B. Price List. In addition to any price list attached or otherwise incorporated into this Agreement, Customer agrees the following terms and fees shown on Price List:

Customer Agrees to pay Point for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Point. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law. Point fees include, but are not limited to:

Provider Monthly Fees	
Service Plan Fee	Varies by service plan
AutoPay Savings Declined*	$10.00 (optional)
Paper Bill Processing Fee	$2.00 (optional)
Carrier Cost Recovery Fee	$8.78
Router Rental Fee	$10.00 (optional)
One-Time Purchase Fees	
One-Time Fiber Connect Fee	$50.00
Unreturned Equipment Fee	$300.00
Agent-Assisted Payment Fee	$5.00 (optional)
Early Termination Fee	$0.00
Government Taxes	Varies by Location
Late Fees	1.5% with $15 minimum charge

C. Advanced Billing. Point may bill Customer monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Monthly charges are not refunded or prorated if Customer changes or cancels Service (subject to applicable law). Customer will be billed monthly in arrears for any usage-based services or charges incurred during the previous billing month.

D. Payment. You agree to remit payment and/or electronic funds transfer to the address provided by Point in Your Point monthly statement, to any Point local business office, or to any electronic payment system adopted by Us. The outstanding balance is due in full each month. We may, in our sole discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on Your payments will restrict Our ability to collect all amounts owing to Us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period. If Your payment is returned unpaid by a bank or other financial institution to Us for any reason, we will bill You a bad check charge of up to thirty dollars ($30.00) or the maximum amount allowed by law. In the event of termination of Point Service within the first ninety (90) days of service, for any reason, You will be required to pay the installation fee of ninety-nine dollars ($99.00) if the install fee had been previously waived when initial order was placed.

E. ability to collect all amounts owing to Us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period. If Your payment is returned unpaid by a bank or other financial institution to Us for any reason, we will bill You a bad check charge of up to thirty dollars ($30.00) or the maximum amount allowed by law. In the event of termination of Clearwave Service within the first ninety (90) days of service, for any reason, You will be required to pay the installation fee of ninety-nine dollars ($99.00) if the install fee had been previously waived when initial order was placed.

F. Late Payment. A late payment fee will be charged if payment is not received prior to the due date shown on the bill. If We do not receive payment by the due date, We may suspend Your Service or terminate this Agreement without notice. Such suspension or termination will not relieve You of your obligation for all billed and accrued charges, plus any Termination Fees.

G. Payment Authorization. If you arrange to participate in any electronic or draft payment system We may offer, We may charge Your credit card or debit card (a "Card Payment") or initiate an electronic funds transfer out of Your bank account ("EFT Payment") for payment of all Service fees, any Termination Fees, insufficient funds fees, or any other amounts payable under the Agreement. If We are unable to process and receive payment via Your credit or debit card, Your account may be immediately suspended or terminated, and You will remain responsible for all amounts owed Us under this Agreement.

H. Disputes and Partial Payments. We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. If You dispute the validity of a charge or need additional information regarding a charge, you must contact Point in writing within thirty (30) days of receiving the statement containing the charge. Failure to dispute a charge within this period constitutes acceptance of the charge. Such a dispute will not relieve you of your obligation to pay your full bill on time, and disputed amounts remain due pending resolution.

I. Reconnection. If Your Service is suspended or terminated due to Your default or violation of this Agreement, We may require an additional deposit and a reconnection fee before reconnecting service. Advance payments will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Such credit amounts shall not earn or accrue interest.

J. Credit Inquiries and Deposits. You authorize Us to make inquiries and to receive information about Your credit experience from others, enter this information in Your file and disclose this information concerning You to appropriate third-parties for reasonable business purposes. If it is determined that You may be a credit risk based on: (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the applicable percentage amount permitted by state public service law, which shall be added to and considered part of your deposit. If you fail to pay for the Services when due, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay your bills by the due date for twelve (12) consecutive billing months, we may credit your account with the deposit. If there is a credit balance on your account after the deposit is applied, we may refund or credit that amount to you. Please allow up to four (4) weeks for the processing of a refunded deposit.

Revising, Cancelling, and/or Suspending Your Service

7. **Modifications and Terminations**

A. Modification of the Agreement, Including Price Changes. From time to time, We may revise the prices and charges for Our Services as follows: price decreases or changes in the collection of taxes or government imposed fees or surcharges will be made with no prior notice to you; promotional pricing and terms, or other pricing commitments, will expire in accordance with the terms applicable to each promotion or commitment, without further notice to you. Upon the expiration of any such promotion or commitment, prices may be revised to standard rates then in effect without further notice. All other price increases, or changes in non-pricing terms and conditions will be effective no sooner than thirty (30) days after we provide written notice to you; such written notice under this paragraph may be provided by any reasonable method at Our discretion, including email, posting to Your online account, or publication on Our website. Your continued use of the Service after the effective date of any such changes constitutes Your acceptance of the modified terms.

B. Modification of the Service. We may discontinue, add to, or revise any or all aspects of the Service in Our sole discretion and without notice. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. In addition, for Point customers We may take any action consistent with our Internet Appropriate Use Policy, including but not limited to actions to: (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system; (b) delete e-mail messages if Your e-mail account has not been accessed by You within a time established by Point from time to time, in Our sole discretion; (c) instruct Our system not to process e-mail due to space limitations; (d) make available to third-parties information relating to Us or our subscribers, subject to the provisions contained in Section 14 of this Agreement; (e) withdraw, change, suspend, or discontinue any functionality or feature of the Service; (f) delete attachments to e-mail due to potentially harmful materials included within such attachment; and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

C. Termination by You (**For Residential Customers**). You may cancel Services ordered but not installed without charge. Thereafter, You may cancel Service by notifying us and notice is effective the date We receive it. You may be charged a deactivation fee. In the event of termination of Point Service within the first ninety (90) days of service, for any reason, You will be required to pay the installation fee of ninety- nine dollars ($99.00) if the install fee had been previously waived when initial order was placed. You are responsible for timely payment of any and all outstanding balances accrued through that effective date.

D. Termination by You (**For Commercial Customers**).
   a. If you wish to cancel Service, You must notify Point Fiber Business Support (at 844-40-POINT) or Key Accounts (at 844- 75-POINT) at least thirty (30) days prior to the date of disconnect; failure to notify waives any credit entitlement.
   b. If You cancel a Service On-Net to Point, You shall pay an Early Termination Liability based on the following calculations of total remaining monthly recurring charges ("MRC") dependent on whether Service is in its' initial/original term commitment or if Service is renewal of existing Service: (a) Early Termination Liability for Service under initial Term of your Agreement with Point: 100% of remaining MRC for each remaining month of the Term; (b) Early Termination Liability for Service under renewal to initial Term of your Agreement with Point: 100% of remaining MRC for each remaining month of the Term.
   c. If You cancel a Service that is Off-Net to Point, then Point may pass through 3rd Party Off-Net Termination Liability by providing in writing to You the appropriate 3rd Party Termination Liability calculation and any supporting documentation. In addition to the Termination Liability set forth in this Section, if You are liable for Termination Liability under the Agreement, Point reserves the right to assess, reinstate, and/or charge You for any documented non-recurring charges including installation and construction charges that were waived at the inception of the term of applicable Service.

E. Termination or Suspension by Us. In addition to exercising any other rights under law, We may suspend or terminate Service upon Your failure pay Us amounts owed as due, subject to any grace periods, a material breach of this Agreement, use of the Service in such a way as to cause damage to or degradation of Our Equipment, Your insolvency, economically unfeasible, and/or abusive action to Point staff.

F. Post-Termination or Suspension Obligations. Except as provided herein, should Your Service, or any portion, be terminated or suspended, You are responsible for timely payment of any and all outstanding balances accrued through that effective date. Should You fail to return the Equipment, We may automatically add charges for payment of the Equipment and draft the credit card or checking account that You have left on file with Us for payment. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Us withholding any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above. We retain sole discretion as to whether to allow Service to be reconnected after termination due to a breach or violation of the Agreement. You agree to pay the reasonable costs of any action We take to collect amounts not paid when due under this Agreement, including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

Improper and Proper Use of Your Service

8. **Permitted Use and Restrictions on Use**

A. Responsibility for Use of the Service. You agree: (i) to comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services and/or this Agreement; (ii) to be solely responsible to establish and maintain security measures necessary to restrict access to your computers, services, or other equipment through the Services; (iii) to be solely responsible for all fraudulent, unauthorized, illegal, or improper use of the Services by persons accessing those Services through your facilities, equipment, or Service Address; (iv) if a business, partnership, or joint account, to authorize and identify to us at least one individual who is authorized to represent you on any aspect of the Services and your account (including all requests for moves, additions, deletions or changes to the Services) and to notify us of any changes to the billing address; (v) to maintain current contact information on file with Point; and (vi) to notify us immediately of any loss of service or other problems with any of the Services.

B. Restrictions on Use of the Service. Point reserves the right to immediately suspend the Service if You knowingly or otherwise engage in any prohibited activity under this Agreement. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with Our Internet Appropriate Use Policy which is incorporated into and made a part of this Agreement, and you are responsible for compliance with such policies by others that use Your service. You do not own, nor have any rights, other than those expressly granted to You, to a particular IP address, even if You have ordered a static IP address.
   a. You agree not to post, blog, or distribute any software or other materials that contain a virus, worm, Trojan horse, or other harmful or disabling code or component.
   b. You agree not to interfere with, or disrupt, the operation of the Service, or with servers or networks connected to, or used in connection therewith.
   c. You agree to obey any requirements, procedures, policies, or regulations established by the owners or operators of any networks, hardware, or software connected to, or used in connection with the operation of the Service.
   d. You will not modify, decompile, or reverse engineer any part of the software.
   e. You will not copy, post, or transmit any Materials that you receive from, access, or retrieve from the Service, to any server, or network of computers.
   f. You will not remove or modify any copyright or trademark notice, or other notice of ownership, displayed on, or affixed to, any Services.

C. Excess Bandwidth or Disk Space Utilization (Broadband Customers Only). If Your usage violates or exceeds the limits set forth in the Internet Appropriate Use Policy, Point may reduce the bandwidth available to You on a temporary basis or require You to upgrade to a Service offering providing for more usage. Continued violation of Internet Appropriate Use Policy is a breach of this Agreement by You and will result in the termination of this Agreement. Point Internet access is not guaranteed.

Text Alerts, Point Guard, and Emergency Services

9. Alerts

Alerts are available only to subscribers of Point services. These terms of this Section apply in addition to all other terms, agreements, and policies that apply to the Point services. In order to use the Alerts, You may be required to provide information about Yourself (such as account identification, phone number(s), and contact details) to verify Your status as the account holder or authorized person on the Point account. By providing Your mobile phone number(s) to Point, You provide us with Your express consent to receive text message (Short Messaging Service "SMS" and Multimedia Messaging Service "MMS") alerts at that number and (i) acknowledge and represent to us that You are the authorized user of the mobile phone(s) that You link to our text message service or have been granted permission by the authorized user of the mobile phone(s) to enroll such mobile phone(s) in the service; (ii) You grant Point express consent to send text messages to that (those) mobile phone(s) through Your wireless phone carrier unless and until such permission is revoked in accordance with these terms and conditions; (iii) Your receipt of SMS and/or MMS messages from Point ("Point alerts") is NOT a violation of state or federal rules including, but not limited to, the Telephone Consumer Protection Act (TCPA) or Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act; (iv) the California Consumer Privacy Act ("CCPA"); (v) You understand that Your wireless carrier may charge You additional message and data fees for receipt of our text messages; and (vi) by granting such permission to Point You are hereby requesting to receive such messages in spite of the fact that Your number may otherwise be on the federal, or a state's, do not call list and You agree, to the maximum extent permitted by law, that such text messages shall not be in violation of such do not call list(s).

Types of Alerts: Point offers two-way SMS communication to respond to customer inquiries. You can cancel the text alert service at any time by replying "STOP." If you need assistance, text "HELP." Carriers are not liable for delayed or undelivered messages. Message and data rates may apply. Message frequency varies. For more information on how we handle Your personal information, please see our Privacy Policy at: point-broadband.com/legal.

Informational and emergency text message alerts may be activated on Your account after You have been opted in for messages. These messages allow us to inform You about planned and unplanned service outages in Your area, appointment reminders, as well as remind You about important account information (invoice availability, balance due and payment due dates, payment confirmations, and other issues).

We may also inform You about the availability of special promotions that we are offering through text messages. If You do not wish to receive such alerts, You must notify us as indicated below.

For more information on how we handle Your personal information, please see our Privacy Policy at: point-broadband.com/legal.

Carriers are not liable for any delayed or undelivered messages.

Stopping Alerts: Text alerts can be cancelled at any time by texting "**STOP**" from Your mobile phone in response to a text message from Point. You agree that Your prior express consent to receive text alerts shall continue indefinitely **unless and until** You cancel Your prior express consent through the means mentioned in this paragraph. Other methods or means attempted to revoke Your prior express consent may cause unnecessary delay or be **ineffective** and You hereby release Point from any liability related to Your efforts to revoke Your prior express consent by methods or means other than texting **STOP** (without spaces or other words)) in response to one of our text messages. If revoking Your consent by texting "**STOP**" (in response to a Point Alert), Your text message should contain only the word **STOP** without any additional words, spaces, or characters either before or after the word **STOP.** Point will reasonably endeavor to comply with other text (email or phone) communications in which You indicate a clear and unmistakable intent to revoke Your prior permission; however, You (a) understand that text messages go to an automated number that is not monitored by a human, and the ability to interpret Your intent is severely restricted and, therefore, (b) You hereby release Point from any liability for Your efforts to revoke Your permission via a text message that does not strictly comply with the terms stated in the first sentence of this paragraph. Furthermore, by activating text alerts, You hereby grant Point express permission (without qualification) to respond to Your cancellation request whether that request came through a telephone call with a Point employee, or by texting "**STOP**" with a confirmatory text message in return that will
(i) confirm receipt of Your cancellation request as well as (ii) indicate that You will no longer receive text alerts from Point. Furthermore, You agree that Point will reasonably endeavor to send You the aforementioned confirmatory cancellation text message in a timely manner.

However, You hereby release Point from any liability related to a confirmatory text message or the timeliness in which You receive one.

Get Help or Support: To get help or answers to Your questions, text or call us at 844-407-6468 for assistance with alerts. Additionally, you may visit https://www.point-broadband.com/legal or https://www.clearwavefiber.com/legal/.

Cost of Alerts: Point does not charge to send You text alerts. However, depending on the plan You subscribe to with Your wireless carrier, **message and data rates may be applied by Your mobile carrier**. Check with Your wireless phone carrier for your plan details.

Message Frequency: Message frequency will be at least monthly, but ultimately depends on the type of alerts sent to Your mobile phone, the manner in which You conduct account activities, as well as the number of planned or unplanned maintenance events scheduled in Your area. Customers can typically expect 3 - 5 messages per month from Point Alerts.

Carriers Supported List: The following carriers are currently supported by Point's text alert service – as of July 2021: AT&T, Alaska (ACS Wireless), Alltel Wireless, Appalachian Wireless, Bluegrass Cellular, Boost Mobile, C Spire Wireless, Carolina West Wireless, Cellcom, Cellone Nation, Cellular One of East Central Illinois, Charlton Valley Cellular, Chat Mobility, Cincinnati Bell, Coral Wireless, Cricket (Leap Wireless), Cross (d/b/a Sprocket), DTC Wireless, Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State Cellular, Illinois Valley Cellular, Immix/Keystone Wireless, Inland Cellular, iWireless, Leaco, MetroPCS, Mosaic, Nemont/Sagebrush, NTELOS, Nex-Tech Wireless, Nextel Communications, Northwest Missouri Cellular, Panhandle Wireless, Peoples Wireless, Pine Cellular, Pioneer, Plateau Wireless, Revol Wireless, Rina-Custer, Rina-All West, Rina-Cambridge Telecom Coop, Rina-Eagle Valley Comm, Rina Farmers Mutual Telephone Co, Rina— Nucla Nutria Telephone Co, Rina-Silver Star, Rina-South Central Comm, Rina-Syringa, Rina-UBET, Rina-Manti, South Canaan/Cellular One of NEPA, Sprint PCS Wireless, T-Mobile, Thumb Cellular, US Cellular, Union Wireless, United Wireless, Verizon Wireless, Viaero Wireless, Virgin Mobile, and West Central Wireless (WCC).

Changes in Terms: Point reserves the right to change these terms or cancel the text alerts at any time. Please check these Text Alerts Terms and Conditions on a regular basis for changes. Your continued use and acceptance of text alerts after changes are posted will mean that you accept the terms as modified by the posted changes.

10. **Point Guard.** An optional service protection plan offered to most residential customers – commercial customers not eligible – who subscribe to Point Services and are not in a delinquent payment status or otherwise in breach of any applicable service term or condition for any of Customer's Point Services. The Service Protection Plan may be cancelled at any time; however, if the Service Protection Plan is cancelled within sixty (60) days of a chargeable in-home service visit, Customer will be charged for the service visit. Covered items are as described in the Point Guard Service Protection Plan Terms and Conditions. If any terms of the Point Guard Service Protection Plan Terms and Conditions conflict with these Terms and Conditions of Service, then these Terms and Conditions of Service apply.

11. **911 EMERGENCY SERVICES** – There can be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing Equipment as compared to traditional 911 dialing over traditional public telephone networks. Internet-only 911 Dialing is different than traditional 911 service and is generally referred to as enhanced 911 or E911. E911 service is subject to availability within Customer's calling jurisdiction. If Customer does not have access to basic 911 or E911, his/her 911 call will be sent to the national emergency call center. Customer authorizes Point to disclose his/her name and address to third-parties involved with providing 911 emergency services to Customer, including but, not limited to, call routers, call centers, and local emergency centers. POINT DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING OUR 911 DIALING SERVICES ARE ANSWERED OR ADDRESSED BY ANY EMERGENCY RESPONSE CENTER. POINT DISCLAIMS ALL RESPONSIBILITY FOR THE ABILITY OF ANY OF THE EQUIPMENT TO CONNECT TO AN EMERGENCY RESPONSE CENTER, THE CONDUCT OF THE EMERGENCY RESPONSE CENTER, AND THE NATIONAL EMERGENCY CALLING CENTER. POINT RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. POINT DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. POINT DOES NOT HAVE ANY CONTROL OVER EMERGENCY ALERTS, OR THE INTERNET CONNECTION OR MOBILE TELEPHONE CARRIER SERVICES UTILIZED BY CUSTOMER. **See also Point's Emergency 911 (E911) Policy which is incorporated herein.**

12. **Use for Security Systems Prohibited.** You agree that voice service users are prohibited from using analog voice services for residential and/or commercial security systems. You acknowledge Point's recommendation that you maintain an alternative means of always accessing security system and access to emergency services. You acknowledge and understand that Point will not be liable for any losses or errors that incurred or may occur directly or indirectly because of your use of analog voice services with security systems including but not limited to service outage and/or inability to connect using Point's voice service or inability to access emergency service personnel for any reason. You acknowledge and understand that Point cannot guarantee that Point's voice service is completely secure.

13. **Elevator Lines.** You agree to comply and be fully responsible for compliance with all applicable federal, state, and local laws, rules and regulations in connection with the use of voice service lines in elevators. Such laws, rules, and regulations may include but are not limited to requirements for LTE redundancy and power backup to all Point equipment required to provide voice service to elevators. Point SHALL NOT BE LIABLE FOR ANY CHARGES AND/OR DAMAGES RESULTING FROM NON-COMPLIANCE WITH THE LAWS, RULES, AND REGULATIONS MENTIONED IN THIS SECTION. You also acknowledge and understand that you are solely responsible for obtaining and maintaining backup batteries or other sources of power for any phones you use with Point's voice service, as applicable.

General Legal Provisions

14. **Use and Control of Information; Service Provider Communication; Content; Ads**. We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists, (Your account information that does not identify customer by name, address or similar personally-identifiable information), as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit Our use of other information not addressed in this Section. You agree that We, in Our reasonable good faith discretion, and without notice, may provide user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, We may maintain and use internally such information and records. All right, title, and interest in and to all materials, including - but not limited to inventions, developments, and improvements made, developed, and/or conceived - any computer software (in object code and source code form), data or information developed or provided by Us or Our suppliers under this Agreement, and any know-how, methodologies, equipment, or processes We use to provide the Services to You, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Provider Materials") shall remain the sole and exclusive property of Us or Our suppliers. To the extent, if any, that ownership of these materials does not automatically vest in Us by virtue of this Agreement or otherwise, You hereby transfer and assign to Us all rights, title, and interest which You may have in and to these materials. Information generated by or in connection with our administration of the Service shall be and remain Our exclusive property. You acknowledge that communications with Us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither You nor any user shall have any claim with respect to any proceeds from such activities.

15. **Liability, Warranties, and Disclaimers**. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, OUR TOTAL/MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, FOR USING THE SERVICE OR ANY PART THEREOF.

    POINT ALERTS USE WIRELESS SERVICE PROVIDER NETWORKS TO DELIVER SMS AND/OR MMS (TEXT) SERVICE; HOWEVER, POINT DOES NOT OPERATE THE WIRELESS NETWORKS. POINT IS NOT LIABLE FOR THE AVAILABILITY (OR LACK THEREOF) OF WIRELESS NETWORK COVERAGE, THE FAILURE OF THE WIRELESS NETWORKS TO COMPLETE A TRANSACTION, DELIVER AN ALERT OR MESSAGE, OR OTHERWISE INTERFERE WITH THE TIMELINESS OR TRANSMISSION OF SMS AND/OR MMS OR THE ALERTS. POINT DISCLAIMS ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS THE ALERTS. POINT ALERTS ARE AVAILABLE TO CUSTOMERS BASED IN THE UNITED STATES. YOU UNDERSTAND AND ACKNOWLEDGE THAT ALERTS ARE NOT INTENDED TO BE ACCESSED FROM OUTSIDE OF THE UNITED STATES. IN ADDITION, BECAUSE POINT DOES NOT OPERATE OR CONTROL THE WIRELESS NETWORKS USED TO ACCESS THE ALERTS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS DATA TRANSMISSIONS. PLEASE CHECK WITH YOUR WIRELESS SERVICE PROVIDER FOR INFORMATION ABOUT ITS PRIVACY AND SECURITY PRACTICES. POINT IS NOT RESPONSIBLE FOR INCOMPLETE, LOST, LATE, OR MISDIRECTED MESSAGES, INCLUDING (BUT NOT LIMITED TO) UNDELIVERED MESSAGES

    RESULTING FROM ANY FORM OF FILTERING BY YOUR MOBILE CARRIER OR SERVICE PROVIDER. POINT ALSO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING TEXT ALERTS.

    THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS"

BASIS, "WITH ALL FAULTS," AND "AS AVAILABLE," WITHOUT ANY WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ALL INFORMATION, CONTENT, MATERIALS, THE SOFTWARE, AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS, OR CONTRACTORS SHALL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS OR ERRORS WILL BE CORRECTED PROMPTLY OR AT ALL; AND/OR THAT ANY OF THE SERVICE, INFORMATION, CONTENT, MATERIALS, (AND/OR ANY SOFTWARE, SERVER, COMPUTER, HARDWARE, OR NETWORK RELATING TO THE OPERATION, OR HOSTING OF, ANY OF THE FOREGOING) WILL BE FREE OF VIRUSES, ERRORS, OR HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS OR MATERIALS IN ANY FORUM.

POINT MAKES NO WARRANTY THAT (I) POINT'S VOICE SERVICE USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, MEDICAL MONITORING SYSTEMS OR DEVICES, OR ELEVATOR LINES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (II) THE VOICE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, MEDICAL MONITORING SYSTEMS OR DEVICES, OR ELEVATOR LINES; OR (III) BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OR NETWORK OUTAGES.

WHILE WE WILL MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE, ACCURATE, AND COMPLETE.

TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, POINT, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, MANAGING MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, SUCCESSORS, AND ANY PAST, PRESENT, OR FUTURE AFFILIATED ENTITIES SHALL NOT BE LIABLE FOR, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT YOU WERE ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, ANY OF THE INFORMATION, ANY CONTENT, ANY MATERIALS, ANY BLOG, AND/OR THE SERVICE, OR ANY PART THEREOF.

THIS SECTION SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

16. **Dispute Resolution**

A. Informal Negotiation. In the event of any dispute, claim, or controversy arising out of, relating to, or concerning Agreement, You and Point agree to seek resolution by good faith and informal negotiations. Full particulars in writing must be submitted to Point within six (6) months after the date of the event giving rise to the dispute, claim, or controversy. No proceeding may be commenced by either You or Point before completion of the informal negotiation process. If the dispute, claim, or controversy is not resolved through good faith informal negotiations, You or Point shall submit a written request for arbitration to the other party invoking the Subsection immediately below titled "Arbitration." Informal negotiations shall not relieve or reduce the substantive obligations and liabilities of You or Point or be deemed a waiver by either party of any remedies to which such party is otherwise entitled. No assertion, representation, comment, remark, or other statement of You or Point made in connection with informal negotiations held for or related to settlement purposes shall be introduced into evidence, whether such attempt(s) occurs during a trial, any other evidentiary proceeding, as part of dispositive motions, or otherwise. The statute of limitations with respect to any dispute, claim, or controversy referenced in this section titled "Informal Negotiations" shall be tolled during the time informal negotiations regarding the dispute, claim, or controversy are pending.

B. Arbitration. You and Point agree that any claim, controversy, or dispute arising out of, relating to, or concerning the terms, construction, interpretation, performance, termination, breach, or enforceability of the Agreement, including the scope or applicability of Agreement to arbitrate, that are not resolved through informal negotiation as described above in the Subsection titled "Informal Negotiation" shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules as then in effect, except to the extent such rules vary from the following provisions. The arbitration shall be conducted by one independent and impartial arbitrator, appointed by the AAA (the "Arbitrator"). The arbitration proceedings shall be held in Chattahoochee County, Georgia unless the Parties agree to another location. The Arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction. The Arbitrator's award shall be in writing, signed by the Arbitrator and delivered to the parties hereto and shall contain a concise statement regarding the reasons for the disposition of any claim. To the extent permissible under applicable law, the award of the Arbitrator shall be final. Except as necessary in court proceedings to enforce this arbitration provision or any award rendered hereunder, or to obtain interim relief, neither party hereto nor the Arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties hereto. The judgment of the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. These arbitration provisions shall be enforced to the fullest extent permitted by applicable law.

C. Waiver. THIS AGREEMENT AFFECTS YOUR ABILITY TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDINGS. Disputes, controversies, or claims arising out of, relating to, or concerning the Agreement may not be brought as a plaintiff, member, or claimant in any purported class, collective, or representative basis, or private attorney general action but must be brought only in your individual capacity to be arbitrated as described in the Subsection titled "Arbitration." There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, representative proceeding, or private attorney general action, or as a member in any purported class, collective, representative proceeding, or private attorney general action ("Class Action Waiver"); the arbitrator's authority to resolve and make written awards is limited to disputes, controversies, or claims between you and Point alone. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability, or breach of the Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute, controversy, or claim is filed as a class, collective, representative proceeding, or private attorney general action and (2) a court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative proceeding, and/or private attorney general action to that extent must be litigated in a court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. However, Point may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective, representative proceeding, or private attorney general action. The Class Action Waiver shall be severable in any case in which the dispute, controversy, or claim is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

THIS SECTION SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US.

17. **Indemnification**. Except as provided in the section titled Dispute

Resolution, with respect to arbitration proceedings between You and Us, You agree to indemnify and hold harmless Us, Our officers, directors, managers, members, managing members, employees, agents, and shareholders, from and against all costs, losses, claims, actions, proceedings, demands, liabilities, and suits of any kind or nature, including reasonable attorney's fees and costs which arise out of, or relate to, or are attributable to, all acts or omissions by You, including any negligent or intentional acts, and any act not authorized under the terms of the Agreement.

18. **Notices; Facsimile Signatures**. All notices required by this Agreement shall be in writing and may be made by any reasonable means, including, but not limited to, email, or publication over the Service. The delivery of any party to the other of a telecopy or facsimile signature to the Service Order, this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).

19. **Binding Effect/Assignment**. The Agreement and each Party's obligations hereunder shall inure to the benefit of and be binding upon the Parties hereto, and their respective representatives, heirs, assigns, and successors. However, neither the Equipment nor this Agreement nor any of the rights, interests, or obligations of You hereunder - or to the Equipment - may be transferred, assigned, or delegated without Our prior written consent.

20. **Governing Law, Jurisdiction, and Venue**. Irrespective of the actual place of execution or performance of the Agreement, the Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the U.S. and the State of Alabama, regardless of any choice of law or conflict of law rules that would otherwise result in the application of the laws of any other jurisdiction. However, notwithstanding this section titled "Governing Law, Jurisdiction, and Venue", the arbitration agreement set forth above shall be governed by the Federal Arbitration Act. Except for arbitration, the mandatory, exclusive jurisdiction and venue for any action between the Parties, whether based on, arising out of, related to, or concerning the Agreement, the transaction(s) contemplated herein, or any other relationship between the Parties, shall lie solely, specifically, and exclusively in the U.S. Federal courts in the Middle District of Alabama. These Parties hereby irrevocably consent to the mandatory, exclusive jurisdiction of and venue in these courts. Nothing herein contained shall be construed to preclude or in any way prohibit Us from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it.

21. **No Jury**. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, ALL RIGHT TO TRIAL BY JURY OF ANY DISPUTE, CLAIM, OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, RELATING TO, OR CONCERNING THE AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREIN, OR ANY RELATIONSHIP BETWEEN THE PARTIES, IN ANY ACTION, PROCEEDING OR LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT, TORT, STATUTORY, REGULATORY OR OTHER TYPES OF RIGHTS OR CLAIMS. EACH OF THE PARTIES HERETO AGREES, THEREFORE, THAT SHOULD EITHER PARTY BRING AGAINST THE OTHER ANY CLAIM OR CAUSE OF ACTION NOT SUBJECT TO SECTION TITLED DISPUTE RESOLUTION, ABOVE, SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A JUDGE WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED AS TO ANY ACTION, CLAIM, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE AGREEMENT.

22. **Attorneys' Fees.** If any action at law or in equity – including collections - is brought to enforce or interpret the provisions of the Agreement, the prevailing party in such action shall be awarded its reasonable attorneys' fees and costs incurred, including costs and attorneys' fees incurred on any appeal from the non-prevailing party in addition to all other relief awarded. This Section titled "Attorneys' Fees" however, does not apply to any action, motion or claim regarding the enforceability or interpretation of the section titled "Dispute Resolution."

23. **Force Majeure**. Neither You nor Us shall be liable or deemed to be in default for any delay or failure in performance, protection, confidentiality and use obligations, under the Agreement or other interruption of service deemed to result, directly or indirectly, from Acts of God, earthquakes, floods, hurricanes, or any other similar cause beyond the reasonable control of either Party unless such delay or failure in performance is expressly addressed elsewhere in the Agreement.

24. **Waiver**. The waiver by either party to the Agreement of a breach or violation of any provision of the Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

25. **Severability**. Subject to the section above which governs the Class Action Waiver, if any one (1) or more of the other terms, provisions, promises, covenants or conditions of the Agreement, or the application thereof, to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, the basis of the bargain of the Agreement is not destroyed, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants and conditions of the Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Further, subject to the section above which governs the Class Action Waiver, to the extent any other provision of the Agreement is in violation of applicable law, then You and Us agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

26. **Statute of Limitations Waiver.** EXCEPT AS SPECIFICALLY PROHIBITED BY LAW, YOU AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, RELATING TO, OR CONCERNING THE AGREEMENT MUST BE COMMENCED UNDER THE SECTION TITLED "DISPUTE RESOLUTION" NO MORE THAN SIX (6) MONTHS AFTER THE DATE OF THE EVENT GIVING RISE TO THE ALLEGED DISPUTE, CLAIM, OR CONTROVERSY. YOU HEREBY WAIVE ANY STATUTE OF LIMITATION TO THE CONTRARY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR YOUR SERVICE WITH POINT REGARDLESS OF ANY OTHER PROVISION OF THE AGREEMENT.

27. **Speed Disclaimer**. Internet speed claims represent maximum network service capability and are based on provisioning, compatible equipment, and a wired connection into a LAN ethernet port capable of that speed or higher. Actual customer speeds may vary and are not guaranteed.

28. **Robocall.** Voice service users are prohibited from originating illegal and spoofed robocalls with the intent to defraud, cause harm, or wrongly obtain anything of value from the recipient of the call. Violation of these terms can result in the suspension and/or termination of your services. You may email Robocallnotices@point-broadband.com to report suspected illegal robocalls.