

**BREEZELINE  
COMMERCIAL SERVICES TERMS AND CONDITIONS**

**Revised January 10, 2022**

These Commercial Services Terms and Conditions (the "Terms and Conditions") and the Commercial Services Order Form (the "Order Form") together constitute the "Agreement" which sets forth the terms and conditions under which Cogeco US Finance, LLC d/b/a Breezeline, and its applicable operating subsidiary that owns and/or operates the cable television system in your area ("Breezeline") will provide commercial customer(s) ("you", "your" or "Customer") with Breezeline commercial broadcast and cable television and digital music service ("Video Service"), Breezeline high speed Internet service, including wireless Internet and email services ("Internet Service"), Breezeline voice over Internet protocol service ("Voice Service"), hosted telephony service, as further defined in Section 18 ("Hosted Voice Service"), FlexTrunk primary rate interface service ("FlexTrunk Service"), and/or 4G/LTE HSD backup service, as further defined in Section 20 ("4G/LTE HSD Backup Service") (each a "Service" and collectively the "Services"), along with the associated facilities, devices, or equipment used in connection with the Services ("Breezeline Equipment") at Customer's premises where the Services will be installed and used, as indicated on the applicable Order Form ("Premises"). Customer accepts these terms and conditions on behalf of itself, its business, including all agents, employees and/or other users who access or use the Services provided hereunder. **Your use of the Services constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of the Agreement and that you agree to be bound by the terms of the Agreement.** If you do not agree to comply with all of the terms of the Agreement, your sole and exclusive remedy is to discontinue your use of the Services.

**THESE TERMS AND CONDITIONS CONTAIN: (1) A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT YOU AND BREEZELINE AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION; AND (2) A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS. YOU HAVE THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS.**

**1. AGREEMENT WITH TERMS AND CONDITIONS.** By executing the Order Form or by activating, using or paying for the Service(s), you agree to the terms and conditions set forth in these Terms and Conditions and the prices, charges, terms and conditions which Breezeline has posted or may in the future post on its website, <http://www.breezeline.com> (or any successor URL) (the "Website"), all of which are incorporated herein by reference. The updated, online version of these Terms and Conditions posted on the Website shall supersede any prior version of these Terms and Conditions. You may not modify these Terms and Conditions by making any typed, handwritten, or any other changes to it for any purpose. You warrant that the Customer signatory set forth in the Order Form is at least eighteen (18) years of age, and that the Customer information that you have provided, and will provide, to Breezeline during the Service Term (defined below), and any extensions thereof, including without limitation, your legal entity name, business address, telephone number(s), and payment data (e.g. credit card numbers and expiration dates and bank account information), if applicable, is accurate, complete, and current. In addition, Customer (i) shall indicate in the applicable Order Form Customer's designated account representative/contact for the Services, and (ii) acknowledges and agrees that Breezeline may speak with such designated representative regarding the Customer or Customer's Services without further authentication.

**2. ORDER FORMS AND USE OF SERVICE.**

**2.1 Order Forms:** As of the Effective Date (as defined on the applicable Order Form) of any Order Form, such Order Form shall be deemed part of, and shall be subject to, these Terms and Conditions. The Customer agrees to the committed term length listed on the Order Form (the "Service Term"). In the event that Customer continues receiving the Services after the expiration of the Service Term, the parties' rights and obligations under the Agreement, including but not limited to Customer's payment obligations, shall continue until either party requests to terminate the Agreement and disconnect the Services by providing the other party with sixty (60) days' written notice, in accordance with the termination provision contained herein.

**2.2 Premises:** The Premises where Customer's Service(s) shall be installed and provided during the Service Term (and any extension or renewal thereof) is indicated on the applicable Order Form. For multi-tenant buildings, the Premises shall be the Customer's leased and/or owned business space.

**2.3 Use of Service:** You shall not resell or redistribute access to the Services in any manner without the express prior written consent of Breezeline. You agree that the Services and Breezeline Equipment will only be used by you, or by agents, employees and/or other users who access or use the Services, whether authorized by you or not, only for lawful purposes and agree that it will not be used for transmitting or receiving any communication or material that, in Breezeline's sole judgment, may constitute a crime, give rise to civil liability, or otherwise violate any applicable local, state, or federal law or regulation. You understand that Breezeline reserves the right to act immediately and without notice to you to terminate or suspend the Services and/or to remove from the Services any information transmitted by you or to you if Breezeline (i) determines that such use or information does not conform with the requirements set forth in the Agreement; (ii) determines that such use or information interferes with Breezeline's ability to provide the Services to you or others; (iii) determines that such information or use interferes with the rights of other customers; or (iv) reasonably believes that such

use or information may violate any law or regulation. You understand that Breezeline's action or inaction does not constitute review or approval of your or any other user's use or information.

**2.4 Current Service Providers:** Customer is responsible for cancelling all services with any current service providers that are no longer required after moving the services to Breezeline. Breezeline has no responsibility for any charges incurred for services from any other provider at any time.

### **3. CHARGES AND PAYMENT.**

**3.1 Fees and Charges:** Customer will pay all charges and fees for the Services, including, but not limited to, the non-recurring charges ("NRC") and monthly recurring charges ("MRC") listed in the applicable Order Form, installation/service call charges, Breezeline Equipment charges, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on Breezeline, permitted fees and cost recovery charges, or any programs in which Breezeline participates, including, but not limited to, public, educational, and governmental access, universal service fund, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. You will be responsible for paying any governmental or quasi-governmental imposed fees and taxes that become applicable retroactively. Breezeline will provide you with notice and an effective date of any change in its prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case Breezeline may elect not to provide notice except where required by applicable law. Not all fees apply to all Services. Breezeline may charge additional service-related fees and surcharges, including without limitation, a Local TV Surcharge, a Sports Programming Surcharge and a High-Speed Network Recovery Fee (collectively, "Surcharges"). The "Local TV Surcharge" recovers a portion of the fees that Breezeline pays to local broadcast stations for the right to carry such stations. The "Sports Programming Surcharge" recovers a portion of the fees that Breezeline pays to various content providers for access to sports programming. The "High-Speed Network Recovery Fee" recovers a portion of Breezeline's investment to expand network capacity to deliver faster Internet Service. Such Surcharges may be increased by Breezeline at any time to reflect increases in Breezeline's costs, even if you have subscribed to a promotional package for a set rate for a certain period of time. The MRC set forth on the Order Form is exclusive of these Surcharges, taxes and governmental or regulatory fees. Customer acknowledges receipt of the schedule of applicable fees and charges for the Services. Breezeline may charge additional fees, including fees for returned checks, fees for paying by phone through a live agent, and fees for providing paper bills. A list of applicable fees is available by calling its customer service number listed in Section 14.7. Subject to applicable law, Breezeline will have the right from time to time to change the amount of fees and charges and/or its method of invoicing for Services at its discretion. Such changes may include imposing fees and charges for new services or features. Monthly service, equipment and other fees will be payable monthly in advance while usage based charges (for example, international calls associated with Voice Service, Hosted Voice Service, or FlexTrunk Service) will be billed in arrears. Installation and other charges will be billed according to Breezeline's then-current invoicing policies.

**3.2 Monthly Invoices:** Breezeline will issue a summary invoice statement to you monthly. All charges are due on the date specified on your monthly invoice (the "Due Date"). You will generally be invoiced monthly, in advance, for the MRC, Breezeline Equipment charges, and fees. Your first invoice may include pro-rated charges from the date you first begin receiving Services, as well as the MRC for the next month and any associated NRC charges. You may be invoiced for some Services individually after they have been provided to you; these include, but are not limited to, measured and per-call charges and charges for pay-per-view movies or events, interactive television and e-commerce. Breezeline does not waive its rights to collect the full balance owed to Breezeline by accepting partial payment. Breezeline will apply the partial payment to the outstanding charges in the amounts and proportions determined by Breezeline.

**3.3 Credit Cards; Direct Debit/Electronic Funds Transfer:** Subject to acceptance by Breezeline, Customer may opt to authorize Breezeline to charge all amounts payable by Customer to Breezeline via Customer's credit card, direct debit, or electronic funds transfer. By choosing any of these options, Customer authorizes Breezeline to continue charging, debiting or transferring amounts due for all monthly fees (including, without limitation, MRC and Breezeline Equipment charges, as well as applicable Surcharges, taxes and fees), and any other charges incurred by Customer which are payable to Breezeline pursuant to the Agreement, until you withdraw consent. You agree to inform Breezeline immediately of any change in your credit card (including without limitation, a change in expiration date), direct debit, electronic funds transfer or bank account information. Use of any credit card to pay for the Services is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer, you agree to pay all amounts due upon demand. If you pay by check, you authorize Breezeline to collect your check electronically. You agree that you may not amend or modify the Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by Breezeline and any such notations shall have no legal effect.

**3.4 Late Payments or Failure to Pay:** Customer shall pay each invoice by the Due Date, without setoff or deduction. If payment is not received by the Due Date, late fees and/or collection charges may be assessed against you and your

Services may be suspended, restricted, cancelled, or terminated without notice. Service suspension, restriction, or termination could result in loss of your Breezeline provided telephone number(s) and/or email address(es) associated with your Services. You may be required to pay a reconnect fee, activation fee, and/or a security deposit, in addition to all past due charges, before the Services are reconnected.

**3.5 Collection Costs:** If Breezeline is required to use a collection agency or attorney to collect moneys owed by you or to assert any other right Breezeline may have against you, you agree to pay the reasonable costs of collection or other action. These costs include, but are not limited to, any collection agency's fees, reasonable attorney's fees, and arbitration or court costs.

**3.6 Fees Not Considered Interest or Penalties:** Any late fees and related fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of Breezeline's costs resulting from late payments and nonpayment. These costs will be difficult to calculate or to predict at the time such late fees and related fees, charges, and assessments are set, because Breezeline cannot know in advance (i) whether you will pay for the Services on a timely basis; (ii) if you do pay late, when you will actually pay; and (iii) what costs Breezeline will incur because of your late payment or nonpayment.

**3.7 Invoicing Errors:** Subject to applicable law, you must notify Breezeline of any invoicing errors or other requests for refund within thirty (30) days of the date on the invoice. You understand that, from time to time, Breezeline may inadvertently fail to invoice you for charges or fees incurred by you in connection with your use of the Service. In such an event, you agree to pay any such charges or fees when invoiced by Breezeline, without regard to when those charges or fees were incurred by you.

**3.8 Our Right to Make Credit Inquiries: YOU AUTHORIZE BREEZELINE TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT CUSTOMER'S CREDIT HISTORY WITH OTHERS, ENTER THIS INFORMATION IN CUSTOMER'S FILE, AND DISCLOSE THIS INFORMATION TO CREDIT REPORTING AGENCIES AND SIMILAR THIRD PARTIES.**

**3.9 Voice Service, Hosted Voice Service, and FlexTrunk Service; Minutes of Use Rounded up to the Next Full Minute:** Any fractional minute of use of the Voice Service, Hosted Voice Service, and FlexTrunk will be rounded up to the next full minute at the end of each call for usage and invoicing purposes and, if applicable, for calculating International calling minutes. For example, if the first call lasts 1 minute and 5 seconds and the next call last 3 minutes and 38 seconds, the first call will be counted as 2 minutes and the second call would be counted as 4 minutes, for a total of 6 minutes for usage, plan and invoicing purposes.

**3.10 Early Termination Charges:** If Customer terminates a Service after the Effective Date in the Order Form, and prior to the end of the Service Term outlined in such applicable Order Form, and the termination is due to any reason other than an uncured breach of these Terms and Conditions by Breezeline or in accordance with Section 3.11 below, the Customer shall pay an early termination charge equal to the sum of: (i) all unpaid NRCs, installation/construction charges, MRCs and other unpaid amounts for the Service(s) provided through the effective date of termination, and (ii) one hundred percent (100%) of the remaining MRCs, including any monthly equipment charges, multiplied by the number of months remaining in the Service Term (the "Early Termination Charge(s)"). Except as otherwise set forth in an applicable Order Form, the Early Termination Charge(s) herein supersede any other contrary terms or conditions, whether written in these Terms and Conditions or elsewhere online. You agree that the Early Termination Charge(s) are a good faith estimate of Breezeline's actual damages, and are not a penalty. Any such Early Termination Charge shall be due and payable immediately upon Customer's receipt of an invoice or other request therefore.

**3.11 Standard and Non-Standard Installation Charges:** Standard installation price will not apply to above-ground installations exceeding 150 feet from nearest activated plant or installations involving underground wiring. Breezeline will provide Customer with an estimate of any applicable non-standard installation charges, and if such estimated installation charges exceed the installation charges stated in the applicable Order Form, either party may terminate the Agreement, without penalty or obligation, within five (5) business days of Customer's receipt of such estimate.

**3.12 Prior Accounts:** Customer warrants that no outstanding balances are owed to Breezeline from previous accounts with Breezeline. If Breezeline finds a prior account with Customer that has outstanding balances owed to Breezeline, then Breezeline may apply any funds received to that prior account or transfer the outstanding balance from the prior account to the new Customer account.

**3.13 Charges for Online Services, Internet Transactions or Additional Third Party Charges:** Through use of the Internet Service, you may access certain information, content, products, and services of other third-parties, for which there is a charge. You agree that you are solely responsible for all fees or charges for these online services, products or

information. In addition, you are solely responsible for protecting the security of credit card information provided in connection with any such transactions.

#### **4. EQUIPMENT AND PREMISES WIRING.**

**4.1 Breezeline Equipment:** The set-top box unit, cable modem, routers, gateways, wiring, lines, circuits, ports, switches, cabinets, racks, and/or other Breezeline Equipment delivered to you and/or installed on your Premises by Breezeline to receive the Services shall remain the property of Breezeline. You assume the risk of loss, theft or damage to Breezeline Equipment at all times prior to the removal of Breezeline Equipment by Breezeline or return of Breezeline Equipment by you. A valid credit card or cash deposit may be required as a condition for the provision of certain equipment. You must use Breezeline Equipment to access the Services. The monthly rental fee for the Breezeline Equipment is listed on the applicable Order Form. You agree to return Breezeline Equipment to Breezeline within ten (10) days, if your Service is terminated or cancelled by either you or Breezeline. You agree not to sell, transfer, lease, encumber, or assign all or any part of Breezeline Equipment to any third party. You agree to pay Breezeline the cost of the full replacement of any Breezeline Equipment if such Breezeline Equipment or part thereof is lost, stolen, unreturned, damaged (excluding normal wear and tear), sold, transferred, leased, encumbered, assigned or if for any other reason you fail to return Breezeline Equipment at the end of your Service. You further agree not to tamper with Breezeline Equipment or change its identifier or electronic serial number or address. You acknowledge that Breezeline Equipment is merely a means for Breezeline to provide you the Service and that Breezeline may remove or change it at Breezeline's discretion. You agree not to use Breezeline Equipment for any purpose other than to use the Service in accordance with the Agreement.

**4.2 Customer Owned Equipment:** Customer agrees that Breezeline is not responsible for the operation, maintenance, service or repair of Customer's television, computer, media players, speakers, receivers, customer-provided cable modem, wireless router, PBX equipment (as defined in Section 19), handsets, cellphones, tablets, mobile devices, radio or any other consumer electronics, which may, from time to time, be connected to the Services. "Customer Equipment" means software, hardware or services that you elect to use in connection with the Service(s) or other equipment that is not provided or leased by Breezeline. You agree to allow Breezeline and its agents the rights to insert CableCARDS and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give Breezeline access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow Breezeline and its agents to access the Customer Equipment to perform the activities described in this paragraph. Customer Equipment that does not meet Breezeline's minimum technical or other specifications constitutes "Incompatible Equipment", including, but not limited to, modems or other equipment not currently certified by Breezeline as compatible with Internet Service, Video Service, 4G/LTE HSD Backup Service, Voice Service, Hosted Voice Service, or FlexTrunk Service. Incompatible Equipment, includes, but is not limited to: certain fax machines, dial-up modems, rotary-dial phone handsets, answering machines, and traditional Caller ID units. Breezeline reserves the right to deny support for the Service(s) and/or terminate the Service(s) if you use Incompatible Equipment. NEITHER BREEZELINE NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT INCOMPATIBLE EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF INCOMPATIBLE EQUIPMENT COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR BREEZELINE EQUIPMENT. NEITHER BREEZELINE NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

**4.3 Premises Wiring:** You may install wiring inside your Premises ("Premises Wiring"), such as additional cable wiring and outlets, provided it does not interfere with the normal operations of Breezeline's wiring and network. If you have Breezeline install or repair Premises Wiring, Breezeline will charge you for that installation or repair. Regardless of who installed it, Breezeline considers the Premises Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Premises Wiring, unless you and Breezeline have agreed otherwise in writing. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Premises Wiring.

**5. ACCESS.** Customer authorizes Breezeline and its employees, agents, contractors, and representatives to enter your Premises in order to install, activate, deactivate, maintain, inspect, repair and remove Breezeline Equipment and the Services. Breezeline will arrange access at reasonable times agreeable to you and Breezeline. You warrant that you are either the owner of the Premises or that you have the authority to give Breezeline access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow Breezeline and its agents into the Premises to perform the activities specified above. In addition, you agree to supply Breezeline or its agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to Breezeline and its agents to the Premises. Breezeline shall not be liable for any damage, loss or destruction to your Premises or your property or associated equipment during installation, including but not limited to any damage to, or loss or destruction of any property, hardware, software, files or data. YOU UNDERSTAND THAT THE

INSTALLATION, ACTIVATION, DEACTIVATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES OR BREEZELINE EQUIPMENT MAY RESULT IN DAMAGE TO YOUR TELEVISION, COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE, SOFTWARE CONFIGURATION AND DATA FILES STORED THEREON. YOU SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

**6. CHANGES TO SERVICES.** Subject to applicable law, Breezeline has the right to change its Services, and Breezeline Equipment at any time with or without notice. Breezeline also may rearrange, delete, add to, or otherwise change programming, features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. Breezeline may notify you of any change by any of the following ways, as determined in Breezeline's discretion: (i) by posting it on the Website; (ii) by sending you an email to the address for your account in Breezeline's records; (iii) by mail or delivery service to your address of record; or (iv) by including it on or with your invoice for Services. You agree that any one of the foregoing will constitute sufficient and effective notice under these Terms and Conditions. Because Breezeline may from time to time notify you about important information regarding the Service by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings on the Website.

**7. ACKNOWLEDGMENTS AND CONSENTS REGARDING RECORDING OF COMMUNICATIONS, USE OF AUTOMATED DIALING SYSTEMS AND METHOD OF CONTACTING YOU.**

**7.1 Recording of Communications:** You acknowledge and agree that all communications between you and Breezeline may be recorded or monitored by Breezeline for quality assurance or other purposes, subject to applicable law.

**7.2 Consent to Phone Calls and Texts:** You consent to Breezeline calling or texting you or authorizing others to call or text you on its behalf, including but not limited to, at any number you provide to Breezeline (or that Breezeline issues to you) for any purpose, including marketing Breezeline's services. You acknowledge that being included in any state or federal "do not call" list(s) will not be sufficient to remove you from Breezeline's phone marketing list. If you ask to have your number placed on Breezeline's "do not call" list, we will not call you at that number for marketing purposes. You acknowledge that you are responsible for charges for incoming text messages on your wireless phone(s).

**7.3 Consent to Contact by Email:** You consent to Breezeline emailing you, at any email address(es), that you provide to Breezeline (or that Breezeline issues to you in connection with Internet Service), for any purpose, including the marketing of Breezeline's current and future services. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. You may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing Customer Service, as set forth in Section 14.7.

**7.4 Consent to Electronic Notice:** You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by Breezeline by such means as Breezeline shall determine in its discretion. Without limiting the foregoing, you agree that Breezeline may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to any of the following: (i) these Terms and Conditions; (ii) the Customer Privacy Notice; (iii) the Acceptable Use Policy; or (iv) Breezeline's fees and services, by electronic means (including email or posting on the Website). An online version of these Terms and Conditions, the Customer Privacy Notice, and the Acceptable Use Policy, each as so changed from time to time, will be accessible on the Website or its successor URL, or can be obtained by calling Customer Service, as set forth in Section 14.7.

**7.5 Consent to Use of Automated Dialing System:** Breezeline (or persons acting on Breezeline's behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if the call goes to voicemail. Breezeline may use automated dialing systems to call and/or text you regarding service outages impacting your area, confirm service appointments, conduct customer satisfaction surveys or to remind you to pay overdue invoices, as well as other service-related matters.

**YOUR RIGHT TO WITHDRAW CONSENT TO USE OF AUTOMATED DIALING SYSTEM.** IF YOU DO NOT WISH TO RECEIVE CALLS, MESSAGES OR TEXTS FROM BREEZELINE VIA AUTOMATED DIALING SYSTEMS OR PRE-RECORDED MESSAGES ON YOUR MOBILE PHONE, YOU MAY CONTACT BREEZELINE BY PHONE, MAIL OR THE WEBSITE THROUGH THE CONTACT INFORMATION SET FORTH IN SECTION 14.7 BELOW TO OPT OUT OF SUCH AUTOMATIC CALLS. YOU AGREE TO ALLOW BREEZELINE THIRTY (30) DAYS TO HONOR YOUR REQUEST, AND FURTHER AGREE THAT BREEZELINE WILL NOT BE LIABLE FOR ANY CALLS OR TEXTS TO YOUR MOBILE PHONE IN THE INTERIM.

**7.6 Other Consents:** Breezeline may ask you to provide consents or authorizations through electronic means, such as email, the Website or through your equipment (for instance, using your remote control to purchase a video on demand movie, to request information regarding an advertiser's products or to "opt in" to a consumer study, and any consent or authorization Breezeline receives through electronic means from your Premises shall be deemed to have been authorized by you.

**7.7 Email Address for Notice:** Upon Breezeline's request, you will provide Breezeline with a current email address that you regularly check so that Breezeline may provide notices and communications to you at that address.

**7.8 Survival of Contact Rights:** Breezeline's right to contact you as described in this Section survives the termination of the Agreement.

## **8. TERMINATION, SUSPENSION, AND TRANSFER OF SERVICE.**

**8.1 Termination of Service by Customer:** Subject to any Early Termination Charge(s) pursuant to Section 3.10 above, Customer may terminate the Agreement for any reason at any time by providing sixty (60) days advance written notice of termination to Breezeline's notice address(es) listed in the applicable Order Form. Upon termination, Breezeline may charge additional fees on any unpaid balance. Breezeline reserves the right to continue invoicing for Services through the end of the invoice cycle or until all Breezeline Equipment has been returned, whichever occurs first. The replacement costs for any unreturned Breezeline Equipment and any Early Termination Charges will be posted to Customer's account once invoicing ends. In the event that Breezeline Equipment is destroyed, damaged, lost or stolen, or not returned to Breezeline upon termination of Services, Customer shall be liable to Breezeline for the full replacement cost of any destroyed, damaged, or unreturned Breezeline Equipment. Customer understands and agrees that any security deposit amounts may be used solely at the discretion of Breezeline to offset any outstanding balance and or the cost of any unreturned Breezeline Equipment. Further, Customer understands and agrees that Breezeline may charge Customer's credit card on file at termination of Services in the amount of any outstanding balance and/or for the cost for any destroyed, damaged, or unreturned Breezeline Equipment, in accordance with applicable law. All applicable fees and charges will accrue until the date of termination, including any applicable Early Termination Charges if applicable.

**8.2 Suspension or Termination of Services by Breezeline:** Breezeline may suspend Services or terminate the Agreement for any reason. If Breezeline suspends Services or terminates the Agreement because you failed to comply in full with any term of the Agreement, Breezeline may do so at any time with or without notice to you. If you reinstate any or all Services after suspension or termination, Breezeline may require you to pay a reconnection fee, installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to Breezeline's credit policies, these Terms and Conditions and applicable law.

**8.3 Obligation Upon Termination of Agreement:** You agree that upon termination of the Agreement you will (i) immediately cease use of the Services and Breezeline Equipment; (ii) pay in full all applicable outstanding charges; and (iii) promptly return Breezeline Equipment to Breezeline.

## **9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

**9.1 No Warranty and Service Interruptions:** YOU AGREE THAT YOUR USE OF THE SERVICES AND ANY BREEZELINE EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICES AND BREEZELINE EQUIPMENT ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. BREEZELINE DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICES OR THAT THE SERVICES OR BREEZELINE EQUIPMENT WILL OPERATE AS REQUIRED, UNINTERRUPTED, OR ERROR FREE. A "SERVICE INTERRUPTION" IS A COMPLETE DISRUPTION OF EITHER A SINGLE SERVICE OR MULTIPLE SERVICES FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE, SUCH THAT CUSTOMER IS UNABLE TO UTILIZE SUCH SERVICE(S) FOR THE INTENDED PURPOSE AS CONTEMPLATED UNDER THE AGREEMENT DURING SUCH TIME. EXCEPT AS PROVIDED BELOW, YOUR SOLE AND EXCLUSIVE REMEDY FOR A SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT OF THE APPLICABLE MRC(S) FOR THE IMPACTED SERVICE(S). TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM BREEZELINE WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE MRCS PAYABLE BY YOU FOR THE SERVICES AND ANY CREDITS PROVIDED BY BREEZELINE ARE AT ITS SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY BREEZELINE. IN NO EVENT SHALL A SERVICE INTERRUPTION BE DEEMED A BREACH OF THE AGREEMENT BY BREEZELINE. A SERVICE INTERRUPTION SHALL NOT QUALIFY FOR A CREDIT IF SUCH SERVICE INTERRUPTION IS RELATED TO, ASSOCIATED WITH, OR CAUSED BY (I) SCHEDULED MAINTENANCE EVENTS, (II) CUSTOMER ACTION OR INACTION, (III) CUSTOMER-PROVIDED POWER OR CUSTOMER EQUIPMENT, (IV) ANY THIRD PARTY NOT CONTRACTED THROUGH BREEZELINE, OR (V) A FORCE MAJEURE EVENT (DEFINED BELOW) (EACH AN "EXCEPTION TO SERVICE INTERRUPTION CREDITS"). BREEZELINE DOES NOT WARRANT THAT THE SERVICES OR BREEZELINE EQUIPMENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BREEZELINE DOES NOT WARRANT THAT ANY INFORMATION, DATA OR FILES YOU SEND OR RECEIVE VIA THE SERVICES WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO SUCH INFORMATION, DATA OR FILES. BREEZELINE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

For Connecticut Residents: In the event of an interruption of Video Service of more than twenty four (24) consecutive hours and of which Breezeline has received actual notice, a credit will be issued to your Video Service MRC for the length of time Video Service was interrupted. Please contact Customer Service (as listed in Section 14.7) to request a credit.

For Maine Residents: In the event Video Service is interrupted for more than six (6) consecutive hours in a thirty (30) day period, you may request a pro-rata credit or refund by calling Breezeline at the number set forth in Section 14.7.

For New York Residents: In the event Video Service is interrupted for at least four (4) consecutive hours, except where caused by Customer, a credit equal to one day will be issued to your Video Service MRC. Please call Breezeline at the number set forth in Section 14.7 to request a credit.

**9.2 Limitation of Liability:** BREEZELINE SHALL HAVE NO LIABILITY, AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGES TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, SOFTWARE CONFIGURATION, HARDWARE, DATA OR FILES. IN NO EVENT WILL BREEZELINE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR PERSONAL INJURY OR DEATH ARISING OUT OF OR OTHERWISE ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, THE INSTALLATION, MAINTENANCE, REMOVAL OR FAILURE OF THE SERVICES OR ANY BREEZELINE EQUIPMENT. BREEZELINE SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING, DIRECTLY OR INDIRECTLY, OUT OF, OR IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING ALLEGING IN WHOLE OR IN PART THAT THE USE OF THE SERVICES OR BREEZELINE EQUIPMENT BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. BREEZELINE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY BREEZELINE OF ANY OBLIGATION BREEZELINE MAY HAVE UNDER THE AGREEMENT OR APPLICABLE LAW SHALL BE LIMITED TO CUSTOMER'S ABILITY TO TERMINATE THE SERVICES OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE BREEZELINE EQUIPMENT. IN NO EVENT SHALL BREEZELINE'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THE AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE AFFECTED SERVICE DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN NO EVENT SHALL BREEZELINE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY BREEZELINE.

**9.3 Customer's Sole Remedies:** Your sole and exclusive remedies under the Agreement are as expressly set forth in these Terms and Conditions. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, Breezeline's liability and that of its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

**9.4 Survivability:** All representations, warranties, indemnifications and limitations of liability contained in these Terms and Conditions will survive the termination of the Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

**10. INDEMNIFICATION.** You agree to indemnify and hold harmless Breezeline from any claims brought against Breezeline related to: (i) your (including multiple users) use of the Services or the violation of the Agreement and the policies and postings referenced herein, including, without limitation, the Acceptable Use Policy; (ii) the negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law; (iii) libel or slander resulting from any use of the Service; (iv) infringement or misappropriation of any patent, copyrights, trademark, trade name, service mark, trade secret, or other intellectual property rights by you or any other person using the Service through you, including without limitation through combination of the Service with facilities, equipment or services provided or used by you or obtained from third parties; (v) any unauthorized, unlawful or fraudulent use of or access to the Service, except as otherwise provided by applicable law; and (vi) any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any voice services (including the Voice Service, Hosted Voice Service, and FlexTrunk Service) furnished by Breezeline in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of you or anyone using the Service through you. The foregoing indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of Breezeline. You agree to pay any attorneys' fees incurred by Breezeline in bringing any action related to the Services or a breach of the terms of

the Agreement by you or any other user of your Services or Breezeline Equipment.

**11. CUSTOMER INFORMATION AND PRIVACY.** Breezeline will respect your privacy interests, including your right to limit disclosure of certain information to third parties, in the manner described in Breezeline's Customer Privacy Notice. This document was delivered to you together with other documents relating to the Services, and Breezeline will deliver it to you annually as long as you are receiving Breezeline's Services. You acknowledge that you have received Breezeline's Customer Privacy Notice and that you expressly consent to the terms of that policy. You can view the most current version of the Customer Privacy Notice on the Website. Breezeline reserves the right to amend its policies from time to time.

**12. THEFT OF SERVICE, LIMITATIONS OF USE, AND INTELLECTUAL PROPERTY RIGHTS.**

**12.1 Obligation to Report Theft of Services:** Customer is liable for all use of, and all charges attributable to the use of, the Services or the Breezeline Equipment, and for any and all stolen Services or unauthorized or fraudulent use of the Services or Breezeline Equipment. You agree to notify Breezeline immediately in writing or by calling Breezeline's Customer Service line, as listed in Section 14.7, if you become aware at any time that Breezeline Equipment is stolen or that your Service is being stolen or used without your authorization. If you fail to notify Breezeline in a timely manner, your Services may be terminated without notice, with additional charges to you.

**12.2 Limitations of Use:** The Services and Breezeline Equipment, including any firmware or software embedded in Breezeline Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a limited, non-sublicensable, non-transferable, revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with the Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in Breezeline Equipment or used to provide the Services. You expressly agree that you will use Breezeline Equipment exclusively in connection with the Services. You shall not reverse, compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. If you decide to use the Services through an interface device not provided by Breezeline, which Breezeline reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Breezeline against any and all liability arising out of your use of such interface device with the Services.

**12.3 Protection of Intellectual Properties:** All Breezeline's Service information, documents, and materials on Breezeline's Website are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names of Breezeline are, and shall remain, the exclusive property of Breezeline, and nothing in the Agreement shall grant you the right or license to use any of Breezeline's intellectual properties.

**12.4 Additional Terms Applicable to TiVo Products and Services.**

**12.4.1 TiVo Set-Top Boxes:** Certain software is contained in your TiVo set-top box. Other software programs may be delivered to your TiVo set-top box by Breezeline or its suppliers from time to time, which your TiVo set-top box will automatically accept. You may use such software solely in executable code form and solely in conjunction with your TiVo set-top box. You must not use any unauthorized software on the TiVo set-top box.

**12.4.2 The TiVo Service:** In the event you receive Services that Breezeline is providing in conjunction with TiVo ("TiVo Service"), you may access and use such TiVo Service only with a product that is authorized to receive the TiVo Service.

Breezeline retains the absolute right to immediately suspend or terminate TiVo Service, and terminate the Agreement, if you breach any provision in the Agreement, if you misuse the TiVo Service, or if you alter your TiVo-enabled software or use the TiVo Service in such a manner as to infringe upon the intellectual property rights of Breezeline, its suppliers or any third party.

**12.4.3 TiVo Web App or other TiVo Soft Client:** TiVo applications are provided for Customer's internal, non-public use.

Except to the extent that any such restrictions are prohibited by applicable law, you may not: (i) interfere or attempt to interfere with the proper working of the TiVo application; (ii) attempt to decipher, decompile, reverse engineer, or disassemble any of the software of the TiVo application; (iii) take any steps to defeat any security measures of the TiVo application; or (iv) attempt to copy or download any audio, video, text, or other content from the TiVo application.

**12.4.4 General Provisions:** You are granted a limited, non-sublicensable, non-transferable revocable license to use the TiVo Products (defined below) strictly in accordance with the Agreement. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the TiVo Service, software, application or set-top box (collectively, "TiVo Products") for other purposes is strictly prohibited (except to the extent that any such



restrictions are prohibited by applicable law).

Breezeline and its suppliers retain title to and ownership of the TiVo Products and certain intellectual property rights, including all copyrights and trademarks, in and to the TiVo Products. Without limiting the foregoing, all TiVo copyrights and trademarks are the exclusive property of TiVo Inc. TiVo Inc. is an intended third-party beneficiary of these terms and conditions.

If you fail to comply with these Terms and Conditions, Breezeline may terminate this license to use the TiVo Products.

For TiVoToGo™ functionality: Use of the TiVoToGo™ functionality is for your internal and non-public use. Unauthorized transfers or distribution of copyrighted works is a violation of these terms and may be a violation of copyright. There are penalties for copyright infringement if you violate applicable copyright laws.

To the extent required by the license for the open source components (“Open Source Software”) of the TiVo Products: (i) the terms of such license will apply to such Open Source Software instead of the terms of the license grant in this Section 12.4; and (ii) any restrictions prohibited by such license that are contained in these Terms and Conditions will not apply to such Open Source Software.

You understand and agree that Breezeline and Breezeline’s suppliers have no warranty obligations or other liabilities to you. Except for those liabilities that may not be disclaimed under applicable law, Breezeline disclaims all liability for any liabilities, losses, damages, costs or expenses (whether arising in contract, tort (including negligence) or under any other cause of action) suffered or incurred by any person in connection with the TiVo Products or any act or omission of Breezeline or any of its personnel in connection with the license agreement set forth in this Section 12.4: (i) on behalf of and for the benefit of Breezeline’s suppliers; and (ii) for itself.

### **13. BINDING ARBITRATION, WAIVER OF CLASS ACTION AND JURY TRIAL.**

**13.1 Arbitration:** Except as expressly permitted by these Terms and Conditions, any Dispute (as defined below) involving Customer and Breezeline that cannot be mutually resolved, shall be resolved through individual arbitration rather than through litigation of the Dispute in court. By agreeing to this binding Arbitration Provision (as defined in Section 14.8), Customer may be waiving constitutional or statutory rights. Arbitration means Customer will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court.

**13.2 Dispute:** As used herein, the term “Dispute” means any dispute, claim or controversy between Customer and Breezeline, its affiliates, and/or each of their respective officers, directors, employees and agents regarding any aspect of your relationship with such parties that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced.

**13.3 Right to Opt Out:** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION, THE WAIVER OF YOUR RIGHT TO BRING CLASS ACTION CLAIMS PURSUANT TO SUBSECTION 13.4.2 BELOW, CUSTOMER MUST NOTIFY BREEZELINE IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU EXECUTE YOUR FIRST ORDER FORM BY WRITTEN NOTICE TO THE LEGAL NOTICES ADDRESS IN SECTION 14.7. YOUR WRITTEN NOTIFICATION TO BREEZELINE MUST INCLUDE YOUR NAME, BUSINESS ENTITY NAME ON THE APPLICABLE ORDER FORM(S), ADDRESS(ES) AND BREEZELINE ACCOUNT NUMBER(S), AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH BREEZELINE THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BREEZELINE OR THE DELIVERY OF SERVICES TO YOU BY BREEZELINE. IF YOU HAVE PREVIOUSLY NOTIFIED BREEZELINE OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

#### **13.4 Restrictions:**

**13.4.1 Waiver of Right to Bring Claims After One Year:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU MUST CONTACT BREEZELINE WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE. FAILURE TO DO SO WILL RESULT IN YOUR WAIVER OF ALL CLAIMS ARISING FROM THAT DISPUTE.

**13.4.2 Waiver of Right to Bring Class Action Claims:** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE

ATTORNEY GENERAL), OTHER CUSTOMERS, OR OTHER PERSONS/BUSINESSES SIMILARLY SITUATED. FURTHER, UNLESS BOTH YOU AND BREEZELINE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE CUSTOMER'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

**13.4.3 Waiver of Consequential Damages:** ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH BREEZELINE UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

**13.4.4 Selection of Arbitrator, and Applicable Rules and Law:** The arbitration proceeding shall be administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, "AAA Rules"). The AAA Rules are available at <http://www.adr.org> or by calling 800-778-7879. The Services provided to you by Breezeline concern interstate commerce, so the Federal Arbitration Act ("FAA"), not any state arbitration law, shall govern the arbitrability of all Disputes and the application and enforceability of this Arbitration Provision. Applicable federal law or the law of the state where you receive the Services from Breezeline, however, shall apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute with Breezeline. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of these Terms and Conditions, this Arbitration Provision shall govern.

**13.4.5 Arbitration Procedures:** The party initiating the arbitration proceeding may open a case with the American Arbitration Association, Case Filing Services, by sending an email to [casefiling@adr.org](mailto:casefiling@adr.org) or through the following website: <https://www.adr.org/Support>. An explanation of the procedures for initiating an arbitration proceeding are available at [www.adr.org](http://www.adr.org) or by calling 877-493-4185. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or required by applicable law. An award granted by the arbitrator may be enforced in any court with appropriate jurisdiction over the parties. If an award granted by the arbitrator exceeds \$75,000, either party may appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right that exists under the FAA.

**13.4.6 Arbitration Hearing and Location:** If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive the Services from Breezeline, unless you and Breezeline agree or the arbitrator orders otherwise under the AAA Rules.

**13.4.7 Payment of Arbitration Fees and Expenses:** Payment of all arbitration fees and expenses will be governed by AAA Rules. Breezeline will promptly reimburse you for payment of your filing fee, and Breezeline will pay all filing, administration, and arbitrator fees and arbitrator expenses for the Dispute (unless the arbitrator determines that the Dispute is frivolous) if the following three conditions are met: (i) if you provide Breezeline with 30 days' prior explicit written notice of your intent to seek arbitration, addressed to the Legal Notices address in Section 14.7; (ii) if Breezeline is unable to resolve the dispute within the thirty-day time period, notwithstanding your good faith cooperation in seeking to resolve the dispute; and (iii) if you thereafter initiate an arbitration proceeding regarding the Dispute described in your prior notice. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration, unless applicable law requires otherwise. Breezeline will not seek attorneys' fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous. If the arbitrator determines that the Dispute is frivolous, you agree to reimburse Breezeline for previous payments it made that are otherwise your obligation to pay under the AAA Rules and applicable

law.

**13.4.8 Severability:** If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action and class arbitration waiver in subsection 13.4.2 of this section is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the Dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found to be excluded from the scope of this Arbitration Provision, YOU AND BREEZELINE EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.

**13.4.9 Survival:** This Arbitration Provision will survive the termination of your Services with Breezeline.

**13.4.10 Small Claims Exclusion from Arbitration:** YOU AND BREEZELINE AGREE THAT ANY CLAIM FILED BY YOU OR BY BREEZELINE THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER CUSTOMER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.

**13.4.11 Exclusion from Arbitration:** The following will not be subject to arbitration: (1) any claim filed by Breezeline to collect outstanding balances for unpaid service or the theft of any Service or equipment; or (2) any dispute over validity of either party's intellectual property rights or Breezeline's licenses to operate its business.

**For Breezeline customers in New York State:** If you experience a problem with your Service, please contact Breezeline first and give Breezeline an opportunity to resolve your problem. If your Video Service concerns have not been resolved, contact the New York Public Service Commission at 1-800-342-3377, or write to: Customer Service Representative, New York State Public Service Commission, Office of Customer Services, Three Empire State Plaza, Albany, New York 12223-1350.

**For Breezeline customers in Connecticut:** If a Video Service matter is not resolved to your satisfaction, please contact the Public Utilities Regulatory Authority at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.

**For Breezeline customers in New Hampshire and Maine:** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce consumer protection laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to:

Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333

New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301

## **14. MISCELLANEOUS.**

**14.1 Entire Agreement:** The Order Form, these Terms and Conditions and the policies and postings referenced in these Terms and Conditions, including the Customer Privacy Notice and Acceptable Use Policy, constitute the entire Agreement with respect to the Services. The Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of you and/or Breezeline or any predecessor in interest to Breezeline with respect to the subject matter of the Agreement.

**14.2 No Rights or Remedies for Third Parties:** Except as expressly stated herein, the Agreement is not intended to give and does not give any rights or remedies to any person other than you and Breezeline.

**14.3 Severability:** The Agreement is subject to all applicable federal, state and local laws and regulations in effect in the relevant jurisdiction(s) in which you receive your Services. If any provision of the Agreement is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision of the Agreement, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of the Agreement. If the relevant law or regulation applies to some but not all of your Services, then such law or regulation will take priority over the relevant provision of the Agreement only for purposes of those Services to which the law or regulation applies. If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of the Agreement.

**14.4 Changes to the Agreement:** Except for the NRC and MRC listed in the applicable Order Form, Breezeline may change, amend, alter, or modify the rates and/or the terms and conditions in the Agreement at any time. Breezeline may

notify you of any change by any of the following ways, as determined in its sole discretion: (i) by posting it on the Website or its successor URL; (ii) by sending you an email to the address for your account in Breezeline's records; (iii) by mail or delivery service to your address of record; or (iv) by including it on or with your invoice for Services. You agree that any one of the foregoing will constitute sufficient and effective notice under the Agreement. Because Breezeline may from time to time notify you about important information regarding the Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings on the Website. Your continued use of the Service(s) after changes are posted on the Website constitutes your acceptance of the Agreement as modified by the posted changes.

**14.5 No Assignment:** You may not assign the Agreement or your rights or obligations under the Agreement without Breezeline's prior written consent.

**14.6 Waiver:** Except as otherwise provided herein, the failure of any party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

**14.7 Contact Information:** Breezeline's contact information is provided on the Website. Please do not mail written correspondence with your invoice statement. Please submit all written correspondence to Breezeline address below:

**Customer Service:** Breezeline Customer Care  
120 Southmont Blvd.  
Johnstown, PA 15905  
Attention: Vice President of Customer Operations Customer Service Number: 888-536-9600

Email Breezeline through its Website: <https://breezeline.com/business/support/contact-us>

**Legal Notices:**

Breezeline  
3 Batterymarch Park, Suite 200  
Quincy, MA 02169  
Attention: Legal Department

**14.8 Governing Law and Jurisdiction:** You agree that any dispute with Breezeline under the Agreement will be governed by the law of the state in which your Services are provided, without regard to any conflicts of law principles. You agree that all for matters other than those addressed in, and subject to, Section 13 ("Arbitration Provision"), the courts of such state will have exclusive jurisdiction over any legal action not subject to the Arbitration Provision, and you hereby subject yourself to the jurisdiction of such courts. All matters with respect to the Agreement, including, without limitation, matters of validity, construction, effect and performance, shall be governed by the internal laws of such state applicable to agreements made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

**14.9 Force Majeure Event:** You agree that Breezeline will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, fiber or cable cuts, labor disputes, acts of war, natural causes, fires, floods, storms, mechanical or power failures, unavailability of rights-of-way or materials; strikes, labor difficulties, or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event").

**14.10 Survival of Terms:** In addition to the terms that are specifically noted in the Agreement as surviving termination of the Agreement, all representations, warranties, indemnifications, and limitations of liability shall survive the Agreement. Breezeline's right to contact you shall also survive the Agreement. All other obligations of you and Breezeline under the Agreement also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

**14.11 Capitalized Terms:** All capitalized terms used but not defined in these Terms and Conditions shall have the same meanings as defined in the Order Form.

**14.12 Customer Information:** You represent and warrant that you have provided to Breezeline information that is accurate, complete and current, including without limitation, your legal entity name, business address, telephone number(s), the number of devices on which or through which the Service is being used, and payment data (including without limitation, information provided when authorizing recurring payments). YOU AGREE TO NOTIFY BREEZELINE IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO BREEZELINE, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THE AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE OR HAVE ANY UNRETURNED BREEZELINE EQUIPMENT, THIS OBLIGATION SHALL SURVIVE

THE TERMINATION OF THE AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL BREEZELINE EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD BREEZELINE HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY BREEZELINE OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM BREEZELINE ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**14.13 Confidentiality:** Customer shall not disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to Customer relating to Breezeline or its affiliates which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by Breezeline and (ii) information that has been previously known by or disclosed to Customer by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with any Order Form is hereby designated as confidential without further obligation on the part of Breezeline to mark or designate it as such. If Customer is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, Customer shall provide Breezeline with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, Breezeline may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive Customer's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

#### **15. ADDITIONAL PROVISIONS APPLICABLE TO VIDEO SERVICE.**

In addition to Sections 1 through 14 herein, where applicable, this Section 15 applies to Video Service.

**15.1 Parental Control:** Parental control features are available for use with the Video Service to block certain video programming channels and/or filter certain content. You will find information in your subscriber guide on how to enable these features.

**15.2 Restrictions:** Customer may not order or request pay-per-view ("PPV"), digital music or any other programming for receipt, exhibition or taping in a commercial establishment. Customer may not exhibit or assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider. Customer shall take all necessary precautions to ensure that the Video Service is received only by authorized parties at the Premises. Customer shall not and shall not authorize or permit any other person to, and shall take all reasonable measures to prevent (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Video Service (or any part thereof); (ii) transmit the Video Service (or any part thereof) by any television or radio broadcast or by any other means or use outside of the Premises, or (iii) insert any commercial announcement into the Video Service, or interrupt any performance of the Video Service for the making of any commercial announcement, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Customer's Premises so long as no compensation is, directly or indirectly, paid by any person or entity for such announcement. If Customer fails to abide by this restriction, Customer accepts liability for any and all claims made against Customer or Breezeline on account of any commercial exhibition.

**15.3 Additional Licenses:** Customer shall not, and shall not permit any other person or entity to: (i) charge a cover charge or other admission fee to the Premise at the time the Video Service is being or is to be performed therein; or (ii) permit dancing, skating or other forms of entertainment, or physical activity in conjunction with the performance of Video Services unless Customer has obtained, at its sole cost and expense, all necessary licenses and authorizations from the applicable copyright owners.

**15.4 Indemnification:** In addition to the indemnification obligations contained elsewhere in these Terms and Conditions, Customer agree to indemnify and hold harmless Breezeline from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses from claims relating to or resulting from the unauthorized distribution and/or exhibition of the Video Service, including without limitation, PPV programming.

**15.5 Programming:** Customer acknowledges and agrees that Breezeline has the right at any time to preempt specific programs and to determine what substitute programming, if any, shall be made available. Breezeline may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer.

#### **16. ADDITIONAL PROVISIONS APPLICABLE TO INTERNET SERVICE.**

In addition to Sections 1 through 14 herein, where applicable, this Section 16 applies to Internet Service.

**16.1 Customer Equipment:** All Customer Equipment, including the personal computer and/or other devices that you

use to access the Internet Service must meet minimum configuration standards. Please refer to the Website for the current specifications. Breezeline does not install, support, maintain, repair or replace third-party hardware, including but not limited to private networks. Any questions concerning third-party hardware should be directed to the manufacturer of that hardware product.

**16.2 Cable Modem:** You may provide your own cable modem at your own cost, or you may rent the cable modem from Breezeline. If you rent the cable modem from Breezeline, upon termination of the Internet Service for any reason, you must return the cable modem to Breezeline in substantially the same condition as it was in when Breezeline originally provided it to you, normal wear and tear excepted. If you choose to provide your own modem, it must be DOCSIS compliant; provided however, that Breezeline makes no representation about whether or to what extent any Customer provided modem will operate with the Internet Service. Breezeline will have no obligation to install, support, maintain, repair or replace any cable modem that you provide. Any questions concerning a cable modem that you supply should be directed to the manufacturer of that product.

**16.3 Software:** If Breezeline provides any third-party application or software and/or to the extent Breezeline licenses any software, including installation tools, such software is provided for the limited purpose of facilitating your use of the Internet Service. You will not engage in, or permit any additional copying, or any translation, reverse engineering, or reverse compiling, disassembly or modification of or preparation of any derivative works based on such software, all of which are prohibited. Breezeline may recommend use of software, information, products, or web sites that are owned or operated by other companies. Breezeline offers or facilitates this recommendation by application downloads, hyperlinks or other methods to aid your access to the third-party resource. While Breezeline endeavors to direct you to helpful, trustworthy resources, Breezeline cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource. Thus, Breezeline is not responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third party resource. When you use a third party resource, you will be subject to its terms and licenses and no longer be protected by Breezeline's Customer Privacy Notice or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third party resource, which will govern your use of that resource. You agree to comply with the terms and conditions of all end user license agreements accompanying any software and any such licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Internet Service. Breezeline makes no warranties, express or implied, regarding the conditions of merchantability or fitness for particular purpose or non-infringement of third party rights of any product or application offered by a third-party resource. You are solely responsible for ensuring compatibility of the Internet Service with any devices, including without limitation smart business/home devices.

**16.4 Acceptable Use Policy:** You agree not to use the Internet Service for any unlawful purpose and to comply with all policies and terms of Breezeline's Acceptable Use Policy, as posted on the Website. You also agree that Breezeline may change the Acceptable Use Policy from time to time without notice by posting updated versions on the Website (or any successor URL) or another website about which you have been notified. The Acceptable Use Policy is incorporated into the Agreement by this reference. If you, and/or any user of your Service, fail to abide by any of the terms of the Acceptable Use Policy, as updated, Breezeline may terminate the Agreement and the provision of the Internet Service to you. Additionally, Breezeline reserves the right to charge you for any direct or indirect costs Breezeline may incur in connection with your failure to abide by this section or the Acceptable Use Policy. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version.

**16.5 Multiple Users:** The Internet Service and Breezeline Equipment shall be used only by you and by occupants of your Premises. You acknowledge that you are entering into the Agreement on behalf of all persons who use the Internet Service. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of the Agreement and provisions incorporated herein by reference. You further acknowledge and agree that you are solely responsible for and liable for any and all breaches of the terms and conditions of the Agreement, whether the breach is the result of use of the Internet Service and/or Breezeline Equipment, by you or by any other user.

**16.6 Monitoring the Services, Security and Privacy:**

**16.6.1 Theft of Service:** You acknowledge that any unauthorized receipt of the Service constitutes theft of service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for commercial advantage or private financial gain, the penalties may be increased.

**16.6.2 Responsibility for Content:** You acknowledge that there is some content and material on the Internet or otherwise available through the Internet Service that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. Breezeline assumes no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER BREEZELINE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS,

CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. Breezeline makes no representation or warranty regarding the effectiveness of such programs.

**16.6.3 Eavesdropping:** The public Internet is used by numerous persons or entities including, without limitation, other customers subscribing to Breezeline's Internet Service. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Internet Service. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER BREEZELINE NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. Breezeline makes no representation or warranty regarding the effectiveness of these programs.

**16.6.4 Facilities Allocation:** Breezeline reserves the right to determine, in its discretion and on an ongoing basis, the nature and extent of its facilities allocated to support the Internet Service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with the Internet Service.

**16.6.5 Security:** You are solely responsible for taking the necessary precautions to protect yourself and your equipment, software, software configurations, files and data against any risks inherent in the use of the public Internet. Without limiting this responsibility:

**16.6.5.1 Service Setup:** You acknowledge that when using the Internet Service there are certain applications, such as a web browser or email client, that use protocols such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by others to gain access to your computer and operating system including all software, files and data thereon. You are solely responsible for the security of your computer and operating system or any other equipment you choose to use in connection with the Internet Service, including without limitation any software, files or data stored thereon. Breezeline shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to your computer, operating system, or other equipment of yours or the data, software or files thereon.

**16.6.5.2 File and Print Sharing:** The Internet Service functions in some ways as a Local Area Network (LAN) with each customer constituting a node on the network. As such, others may be able to access your computer, operating system, data and other equipment connected in some way to your computer and operating system. In addition, some available software includes capabilities that will permit other users to gain access to your computer, operating system, data and other connected equipment to the software, files and data stored on such equipment, even if you are not using the Internet Service. Breezeline recommends that you disable file and print sharing and other capabilities that allow outside users to gain access to your computer, operating system, or other equipment of yours or the data, software or files thereon. You acknowledge that if you choose to run these applications, you should take appropriate security measures, and that any failure by you to follow this recommendation is at your sole risk. Breezeline shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to your computer, operating system, or other equipment of yours or the data, software or files thereon.

**16.6.5.3 Information Provided To Third Parties:** The Internet Service will allow you to access third parties, including without limitation, content providers, online services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Internet Service and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. If you choose to provide this information to third parties, you understand that it is not subject to the privacy provisions of these Terms and Conditions or Breezeline's Customer Privacy Notice. You are solely responsible for any and all data, including, without limitation, encrypted data that is sent to, stored on or retrieved from any server utilized in providing the Internet Service to you. Breezeline makes no representations or warranties regarding the viability, integrity or robustness of any encryption used by Breezeline or its suppliers. Breezeline shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to your data. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Internet Service.

**16.7 Bandwidth Monitoring and Enforcement:** Breezeline has no stated limits on usage at this time, but may

implement such usage limits in the future. Any usage of bandwidth that interferes with the efficient operation of Breezeline's network shall be deemed excessive for purposes of this provision. Customer acknowledges and agrees that Breezeline shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Internet Service provided hereunder at any time and on an on-going basis. In its sole discretion, Breezeline may: (i) limit excessive use of bandwidth; (ii) suspend or terminate your account for excessive use of bandwidth; (iii) require you to upgrade your service level and pay additional fees in accordance with Breezeline's then-current pricing; (iv) require the payment of one and a half times the Internet Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees. If Breezeline determines that Customer has failed to comply with Breezeline's Acceptable Use Policy or limits on bandwidth utilization, Breezeline may suspend or terminate Customer's account immediately without prior notification. Breezeline may also immediately suspend or terminate Customer's account for using the Internet Service to post content to the Internet that violates the Acceptable Use Policy. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is terminated, Customer will be refunded any pre-paid fees minus any amount due to Breezeline for Breezeline Equipment or other applicable fees and charges. For more information regarding Breezeline's network management practices, please see the Network Management Disclosure on the Website.

**16.8 E-Mailbox Deactivation/Ownership of Addresses:** You agree that if you do not access a Breezeline provided e-mailbox for a period of thirty (30) days, Breezeline may deactivate the e-mailbox. You understand that Breezeline may delete the contents of the e-mailbox, if any, at that time. After deactivation, Breezeline may redistribute the e-mailbox to another customer. You acknowledge that use of the Internet Service does not give you any ownership or other rights in any Internet/on-line addresses provided to you by Breezeline, including but not limited to Internet Protocol ("IP") addresses, email addresses and web addresses. Breezeline may modify or change IP addresses at any time without notice, modify, change or deactivate your email address and web address with notice, and shall in no way be required to compensate you for these changes.

**16.9 Speeds Not Guaranteed:** You agree that actual upload or download speeds that are experienced at any given time will vary based on many factors, including the capabilities of your equipment and equipment you have obtained from us, Internet congestion, the performance of network equipment, the strength of the Wi-Fi signal at your location, whether you have adequately protected your router from unauthorized use, the technical capabilities and demand for the content of the content provider, the distance between you and the content provider, the environmental factors, and any network management tools and techniques employed by Breezeline. Breezeline reserves the right to protect the integrity of its network and resources by any means it deems appropriate, including, but not limited to: port blocking, e-mail scanning, and bandwidth and e-mail usage limitations. You agree that your Internet Service is subject to Breezeline's network management practices as posted on the Website, including any provisions related to bandwidth and data usage and storage.

## **17. ADDITIONAL PROVISIONS APPLICABLE TO VOICE SERVICE.**

In addition to Sections 1 through 14 herein, where applicable, this Section 17 applies to Voice Service.

**17.1 Voice Service Provided:** The Voice Service provides a voice connection to the public switched telephone network using voice over internet protocol technology, together with various other related features and functionalities. Breezeline may offer various service options from time to time, which may include flat-rated or metered calling or combinations of flat and metered calling. Breezeline's most current services are set forth in Breezeline's product description, which may be updated or changed from time to time. The Voice Service may also include various calling features (for example, Call Waiting, Call Forwarding, Caller ID, etc.), and international calls with per minute metered rates. Customer Equipment, including telephones, fax machines, and/or computer dial up modems may access the Voice Service using Breezeline Equipment. You understand and agree you are prohibited from reselling the Voice Service or Breezeline Equipment or using them for dialup Internet service to a long distance number, autodialing, international dial back, continuous or extensive calling forwarding, telemarketing, fax broadcasting, fax blasting, or any use inconsistent with normal call patterns. If Breezeline determines, in its sole discretion, that your Voice Service or Breezeline Equipment is being used for any of the aforementioned activities or in the event of an excessive number of calls or minutes of use, Breezeline reserves the right to terminate your Voice Service immediately and without notice or to assess additional charges for each month in which excessive usage occurred. You understand that Breezeline will set limits, in its sole discretion, on the amount and length of time voice mail messages may be saved and that neither Breezeline nor any of its third party providers will be liable for any lost, erased or non-delivered voice mail messages.

**17.2 Unauthorized Use:** You will be liable for all authorized and unauthorized Voice Service use at the Premises. You agree to notify Breezeline immediately in writing or by calling Breezeline's customer service line, as set forth in Section 14.7, during normal business hours if your Breezeline Equipment has been stolen or your Voice Service is being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your Breezeline Equipment or unauthorized use of the Voice Service. If you fail to notify Breezeline in a timely manner, your Voice Service may be terminated without notice and you may be responsible for any charges incurred through the unauthorized use of the Voice Service.



**17.3 Unavailability of Service:** You understand and acknowledge that you will not be able to use the Voice Service under certain circumstances, including, but not limited to, the following: (i) if Breezeline's network or facilities are not operating or (ii) if normal electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning battery backup. You also understand and acknowledge that the performance of a battery backup is not guaranteed. If the battery backup does not provide power, the Voice Service will not function until normal power is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Voice Service is functioning properly. You understand and acknowledge that Breezeline does not support priority restoration of its Voice Service. You also understand and acknowledge that you will not be able to use online features of the Voice Service (where available), under certain circumstances including, but not limited to, the interruption of your Internet connection.

**17.4 Relocation:** If you do not provide the correct address when you register for the Voice Services or if you relocate your Breezeline Equipment to a new address and do not register the new address with Breezeline, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. You agree you will not relocate Breezeline Equipment associated with the Voice Service. At your request, Breezeline may relocate Breezeline Equipment within your Premises for an additional charge, at a time agreeable to you and to Breezeline. In order to change your service location, you must contact Breezeline for information on whether Breezeline Equipment and Voice Services can be transferred to your new location and what the relocation will cost. You understand that Breezeline will need several business days to update service location information, so that 911/E911 calls may be properly directed. If you wish to disconnect the Voice Services, you must contact Breezeline for information on the necessary procedures.

**17.5 Power Source and Battery Back-Up:** The Voice Service does not have its own power source and will not work unless Breezeline Equipment is connected to an independent power supply (for example, an active wall socket) provided by the Customer. Breezeline has backup batteries available for purchase to supply power for a limited period of time in the event of a power outage at the Subscriber's Premises. If Voice Service is also being used with Internet Service, continued use of the Internet Service during a power outage will decrease the battery backup life. Additionally, any battery backup attached to Breezeline Equipment may enable backup Voice Service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that the Voice Service will be available in all circumstances. If the voice-capable modem is equipped with a Customer-provided backup battery, such battery is used to provide service during a power outage to your Premises where power to Breezeline's network remains available. The length of time that the Voice Service will be available during a power outage will depend on the following: (i) the backup battery remains properly installed in the voice-capable modem; (ii) the condition and age of the backup battery; and (iii) the amount of Voice Service usage when the voice-capable modem is utilizing power from the backup battery. You understand and acknowledge that: (i) the performance of the backup battery is not guaranteed; and (ii) you will not be able to use the Voice Service if electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning backup battery. A voice-capable modem backup battery does not power cordless phones or other equipment connected to the telephone line that require electricity from your Premises, such as telecommunications devices used to assist customers with disabilities. UNDER THE FOREGOING CIRCUMSTANCES, INCLUDING IF THE ELECTRICAL POWER AND/OR CABLE NETWORK OR FACILITIES OF BREEZELINE ARE NOT OPERATING, THE VOICE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911, ALARM AND SECURITY SERVICES, AND MEDICAL MONITORING SERVICES, WILL NOT BE AVAILABLE. BREEZELINE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE VOICE SERVICE. In the event of a power failure you may be required to reset your Breezeline Equipment or other equipment prior to utilizing the Voice Service.

**17.6 Customer Equipment:** In order to use the Voice Service, you must also provide certain Customer Equipment at the Premises, such as a telephone handset or equivalent, telephone inside wire and outlets, a powered electrical outlet and backup battery. Breezeline does not provide such Customer Equipment as part of the Voice Service. You represent that you either own the Customer Equipment or have the right to use it in connection with the Voice Service. Breezeline shall have no obligation to provide, maintain, or service the Customer Equipment that you provide Breezeline makes no representation that any particular type or brand of Customer Equipment, such as facsimile, credit card readers, data terminals, alarm or other security systems will operate with the Voice Service or Breezeline Equipment.

**17.7 Limit of Liability for Directory Assistance, White Pages, Yellow Pages or Other Directory Errors:** Breezeline's liability arising from errors in or omissions of directory listings as a result of Breezeline's negligence, shall be limited to and satisfied by a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Breezeline, in accepting listings as prescribed by Customer, will not assume responsibility for the result of the publication of such listings in directories, nor will Breezeline be a party to controversies arising between Customer and others as a result of such publication.

**17.8 Transfer of Phone Number:**

**17.8.1 Switching to Breezeline from Another Provider:** In order to transfer, or "port" your existing telephone number to Breezeline Voice Service, you must authorize Breezeline as your local, long distance, and international call carrier. Until your number is successfully ported, you should not cancel your telephone service with your current provider or you may lose the ability to port your number. You will be notified by Breezeline when your number has been successfully ported. You understand that, on the date your telephone number is ported from your existing telephone provider, you will no longer be able to receive telephone service on that line. You must have Breezeline Equipment and the Voice Service installed as of that date to avoid interruption to your service. Your ported number will be your primary number. Local number portability may not be available in all areas, and Breezeline makes no guaranty or warranty that you will be able to transfer, port, or retain your existing telephone number.

**17.8.2 Switching from Breezeline to Another Provider:** To transfer your phone number from Breezeline to another service provider, you must place the order to transfer the Voice Service through your new service provider (and not through Breezeline). Breezeline will release your phone number to your new service provider, provided that: (i) your new service provider submits a properly completed transfer request to Breezeline; (ii) your new service provider will accept transfer of the phone number without delay or charge to Breezeline; (iii) you have paid all outstanding charges to Breezeline; and (iv) transfer of your existing phone number to the new service provider would not, in Breezeline's sole discretion, violate applicable law or Breezeline's processes and procedures.

**17.9 Phone Number Assignment:** If you do not port your existing telephone number, a new phone number will be assigned to you based on the location of your Premises. The new phone number assigned will be your primary number. Once the number is assigned to you, you will generally not be able to change numbers except in extraordinary circumstances (for example, harassment, etc.) as determined by Breezeline in its sole discretion.

**17.10 Third Party, Collect Calls, 900 or 976 Calling:** In most areas, the Voice Service can be used to make or accept collect calls or third party calls. The Voice Service cannot be used to place 900/976 or other pay-per-call services.

**17.11 Alarm and Security Systems and Other Non-Voice Communications Equipment:** By using the Voice Service and thereby agreeing to the Agreement you hereby waive any claim against Breezeline and Breezeline's third party providers in connection with your Voice Service and Breezeline Equipment, for interference with or disruption of such alarm or other security systems and any and all other communications or electronic equipment due to your Voice Service or Breezeline Equipment. Customer acknowledges and agrees that Voice Service may not be compatible with any or all ancillary services and systems, including, but not limited to, alarm and security systems, fire alarm and communication panels, 911/E-911 calling, or other emergency or medical monitoring devices. Additionally, Customer's election to use the Voice Service with certain fire panel alarms or other emergency notification operations may violate or be out of compliance with applicable laws, codes and regulations. Customer's attempt to use any such ancillary services and systems in connection with the Voice Service is solely at Customer's own discretion and risk, and Breezeline shall not be liable for any damages whatsoever for any non-compliance, non-operation or damage to such ancillary services or systems. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER BREEZELINE NOR ITS AFFILIATES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911/E911, INABILITY TO USE FIRE PANEL ALARMS AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE VOICE SERVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BREEZELINE AND ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS FROM ANY AND ALL ACTIONS, CLAIMS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, LOSSES, OR PENALTIES, AND ANY COSTS OR EXPENSES ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT FEES AND COSTS) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICE RELATING TO THE NON-COMPLIANCE, FAILURE OR OUTAGE OF THE VOICE SERVICE, INCLUDING THOSE RELATED TO 911/E911 OR OTHER EMERGENCY NOTIFICATION/RESPONSE SERVICES.

**17.12 Automated Number Identification:** If Customer has call forwarding, locate me, do not disturb, or other features programmed and in use at the time Customer dials a 911 call, and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the Voice Service is not operational for any reason.

**17.13 Use of TDD or TTY Equipment:** The Voice Service and Breezeline Equipment may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, neither Breezeline nor Breezeline's third party providers, hold themselves out as providing or enabling Breezeline to provide the Voice Service, including emergency 911/E911 services compatible with any TDD/TTY devices.

**17.14 Suspension and Termination by Breezeline:** You understand and acknowledge that all Voice Services, including 911/E911, as well as all online features of the Voice Services, where Breezeline makes these features available, will be disabled if your account is suspended or terminated.

**18. ADDITIONAL PROVISIONS APPLICABLE TO HOSTED VOICE SERVICE.**

In addition to Sections 1 through 14 herein, where applicable, this Section 18 applies to Hosted Voice Service.

**18.1 Hosted Voice Service:** The following additional terms and conditions are applicable to Breezeline's Hosted Voice Service ordered under the Agreement. The "Hosted Voice Service" is a hosted telephony service provided to Customer by Breezeline over (i) an Internet connection provided by Breezeline, or (ii) an Internet connection provided by a third-party service provider ("Off-Net Services").

**18.2 Use Policy/Additional Use Restrictions:**

**18.2.1** The Hosted Voice Service is intended for commercial use only. In order to purchase and retain Hosted Voice Service, Customer must have and retain an Internet connection either through Breezeline or through Off-Net Services. Hosted Voice Service will not operate if Customer terminates its Internet connection. Breezeline shall have no liability for any loss or interruption of Hosted Voice Service which results from (i) Customer's termination of its Internet connection or (ii) the unavailability or service interruption of any Off-Net Services used in connection with the Hosted Voice Service.

**18.2.2** Breezeline shall not be responsible if the Hosted Voice Service or any changes in the Breezeline Equipment (i) renders any Customer Equipment or other equipment provided by Customer obsolete, (ii) requires modification or alteration of such Customer Equipment or Customer's system, and/or (iii) otherwise affects Customer's equipment use or performance.

**18.2.3** Customer acknowledges and agrees that Hosted Voice Service may not be compatible with any or all ancillary services and systems, including, but not limited to, alarm and security systems, medical monitoring devices, fax machines, "dial-up" modems and overhead paging systems. Customer's attempt to use any such ancillary services and systems in connection with the Hosted Voice Service is solely at its own risk and Breezeline shall not be liable for any damages whatsoever for any non-operation or damage to such ancillary services or systems.

**18.2.4** Hosted Voice Service equipment and hardware may only be used at Customer locations where Hosted Voice Service is installed by Breezeline. Customer understands and acknowledges that if Customer attempts to install or use the Breezeline Equipment or Hosted Voice Service at another location, the Hosted Voice Service, including but not limited to 911/Enhanced 911 ("911/E911"), may fail to function or may function improperly. It will be considered a material breach of the Agreement if Customer moves the Hosted Voice Service to another location without first notifying Breezeline.

**18.2.5** Breezeline prohibits use of the Hosted Voice Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans. Breezeline reserves the right to immediately suspend, disconnect or modify Customer's use of the Hosted Voice Service if, in its sole discretion, Breezeline determines or reasonably suspects that Customer or its end users are using the Hosted Voice Service for any of the aforementioned or similar activities.

**18.3 Hosted Voice Service Interruption:** Customer acknowledges and understands that the Hosted Voice Service may not be available for use under certain circumstances, including, without limitation, when the Breezeline network, Breezeline Equipment, Customer Equipment, and/or Off-Net Services are not operating, or if normal electrical power is interrupted. Customer acknowledges and understands that the Hosted Voice Service uses the electrical power at Customer's Premises and that Breezeline does not provide a battery backup for any such Hosted Voice Service equipment. Customer is urged to arrange for its own backup power supply and Breezeline shall have no responsibility or liability for loss or interruption of the Hosted Voice Service when normal electrical power is interrupted. If Customer acquires its own backup battery or power supply, Customer also understands and acknowledges that the performance of a battery backup is not guaranteed and that the Hosted Voice Service may not function until normal power is restored. If there is an electrical power outage, 911/E911 calling may be interrupted if the battery backup is not installed, fails, or is exhausted. Customer also understands that Hosted Voice Service, including certain online features of the Hosted Voice Service, where such features are available, will not be available during an interruption of Customer's Internet connection. Breezeline bears no responsibility and will incur no liabilities due to any failure or interruption of any Off-Net Services. For avoidance of doubt, an interruption or defect in the Hosted Voice Service is not a breach of the Agreement.

**18.4 Limitations of 911/E911:** The Hosted Voice Service includes a 911/E911 function that may differ from the 911/E911 function furnished by other service providers or other voice services. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF HOSTED VOICE SERVICE WITH 911/E911. In order for 911/E911 calls to be properly directed to emergency services, Customer must provide Breezeline with the

correct Customer location address for each telephone number and extension used by the Customer. If Customer moves the Hosted Voice Service to a different Customer location address or a different location within a Customer location address without providing the correct information to Breezeline, 911/E911 calls (i) may be directed to the wrong emergency authority, (ii) may transmit the wrong Customer location address, and/or (iii) Hosted Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact Breezeline before moving the Hosted Voice Service to a new Customer location address, or to a new location within a Customer location address. The Hosted Voice Service may operate through a mobile application interface from any location where Customer or Customer's authorized end user is able to access an Internet connection. Customer is advised not to use the Hosted Voice Service for 911/E911 or other emergency calls on a mobile device. If Customer uses the Hosted Voice Service for 911/E911 or other emergency calls over a mobile application on a mobile device, Breezeline will make reasonable attempts to pass the attempted emergency call to the native dialer; however, there is a possibility that the native dialer/operating system of the mobile device will not process the attempt. The operating software used on a mobile device may provide handling designed to redirect emergency calls to the native cellular dialer when possible; however, this functionality is also dependent on the operating system of the mobile device which is outside the control of Breezeline and subject to change at any time. Breezeline shall have no responsibility or liability for use of the Hosted Voice Service to place 911/E911 or other emergency calls on a mobile device.

**18.5 Additional Limitation of Liability and Indemnification:** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER BREEZELINE NOR ITS AFFILIATES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911/E911 USING THE HOSTED VOICE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BREEZELINE AND ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS FROM ANY AND ALL ACTIONS, CLAIMS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, LOSSES, OR PENALTIES, AND ANY COSTS OR EXPENSES ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT FEES AND COSTS) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE HOSTED VOICE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE HOSTED VOICE SERVICE, INCLUDING THOSE RELATED TO 911/E911.

**18.6 Customer Information:** Breezeline reserves the right at any time to delete Customer's voicemail, call detail, data, files, or other information that is stored on Breezeline's or its suppliers' servers or systems, in accordance with storage policies. Customer understands and acknowledges that Breezeline shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

**18.7 Charges:** Hosted Voice Service calling plans billed as a flat MRC may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Such per-call basis or measured basis charges shall be invoiced to Customer in addition to the MRC.

## **19. ADDITIONAL PROVISIONS APPLICABLE TO FLEXTRUNK SERVICE.**

In addition to Sections 1 through 14 herein, where applicable, this Section 19 applies to FlexTrunk Service.

**19.1 FlexTrunk Service:** The following additional terms and conditions are applicable to Breezeline's FlexTrunk Services ordered under the Agreement. "FlexTrunk Service" is a digital business service that provides voice over internet protocol based trunk capacity to Customer-provided private branch exchange ("PBX") equipment using Breezeline's Internet Service.

**19.2 Customer Equipment and Services:** FlexTrunk Service requires Breezeline Internet Service at the Premises. Customer is solely responsible for (i) providing and maintaining working Customer Equipment, including the PBX equipment, handsets, and any other voice equipment, and (ii) arranging and paying for the cross-connect (the "Cross-Connect") from the Breezeline Equipment, located at the Customer Premises, to the Customer's PBX equipment (or other voice equipment). Additionally, Customer is solely responsible for providing appropriate security on the Customer Equipment, including but not limited to establishing appropriate security codes for domestic and international dialing. In order to ensure that Breezeline bills and accounts for calls appropriately, Breezeline will configure billing numbers on all FlexTrunk Service accounts. The billing number is assigned at the time the product is installed and configured and is generally a number from a direct inward dial range relating to the FlexTrunk Service. It is the sole responsibility of the Customer to ensure that its Customer Equipment can support sending a billing number along with the originating and terminating automated number identification in order for their services to work correctly.

### **19.3 Use Restrictions:**

**19.3.1** The FlexTrunk Service is intended for commercial use only. In order to purchase and retain FlexTrunk Service, Customer must have and retain Internet Service from Breezeline. FlexTrunk Service will not operate without the required Customer-provided Customer Equipment and Cross-Connect, and will not work if Customer terminates its Internet Service. Breezeline shall have no liability for any loss of interruption of FlexTrunk Service which results from Customer's failure to

obtain or maintain the (i) required Cross-Connect or (ii) Customer Equipment necessary for provision of the FlexTrunk Service.

**19.3.2** Breezeline shall not be responsible if any changes to the Breezeline Equipment, the Internet Service, or the FlexTrunk Service (i) renders any Customer Equipment obsolete, (ii) requires modification or alteration of any Customer Equipment or Cross-Connect, and/or (iii) otherwise affects the use or performance of the Customer Equipment.

**19.4 FlexTrunk Service Interruption:** Customer acknowledges and understands that the FlexTrunk Service may not be available for use under certain circumstances, including, without limitation, when the Internet Service, Breezeline Equipment, Customer Equipment, and/or Cross-Connect are not operating, or if normal electrical power is interrupted. Customer acknowledges that the FlexTrunk Service uses the electrical power at the Customer's Premises and that Breezeline does not provide any sort of battery backup at the Premises. Customer is urged to arrange for its own backup power supply and Breezeline shall have no responsibility or liability for loss or interruption of the FlexTrunk Service when normal electrical power is interrupted. If Customer acquires its own backup battery or power supply, Customer also understands and acknowledges that the performance of a battery backup is not guaranteed and that the FlexTrunk Service may not function until normal power is restored. If there is an electrical power outage, 911/E911 calling may be interrupted if the battery backup is not installed, fails, or is exhausted. Customer also understands that FlexTrunk Service will not be available during an interruption of Customer's Internet connection. For avoidance of doubt, an interruption or defect in the FlexTrunk Service is not a breach of the Agreement.

**19.5 Limitations of 911/E911:** Breezeline will have you sign a 911 acknowledgement form when you execute the applicable Order Form. The FlexTrunk Service includes a 911/E911 function that may differ from the 911/E911 function furnished by other service providers or other voice services. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF FLEXTRUNK SERVICE WITH 911/E911. In order for 911/E911 calls to be properly directed to emergency services, Customer must provide Breezeline with the correct Customer location address for each telephone number and extension used by the Customer. If Customer moves the FlexTrunk Service to a different Customer location address or a different location within the Customer location address without providing the correct information to Breezeline, 911/E911 calls (i) may be directed to the wrong emergency authority, (ii) may transmit the wrong Customer location address, and/or (iii) FlexTrunk Service (including 911/E911) may fail altogether. Therefore, Customer must contact Breezeline before moving the FlexTrunk Service to a new Customer location address, or to a new location within a Customer location address. THE CUSTOMER LOCATION AND CALL BACK NUMBER WHICH WILL BE PROVIDED TO LOCAL 911 EMERGENCY SERVICES PERSONNEL WILL BE THE MAIN TELEPHONE NUMBER AND MAIN PHYSICAL LOCATION OF THE FLEXTRUNK SERVICE CONNECTION TO THE CUSTOMER'S PBX. IF CUSTOMER CONNECTS MULTIPLE LOCATIONS TO ITS FLEXTRUNK SERVICE, ONLY THE MAIN NUMBER AND LOCATION WILL BE DELIVERED TO EMERGENCY SERVICES PERSONNEL.

**19.6 Additional Limitation of Liability and Indemnification:** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER BREEZELINE NOR ITS AFFILIATES WILL BE LIABLE FOR ANY SERVICE INTERRUPTION, INABILITY TO DIAL 911/E911 USING THE FLEXTRUNK SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BREEZELINE AND ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS FROM ANY AND ALL ACTIONS, CLAIMS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, LOSSES, OR PENALTIES, AND ANY COSTS OR EXPENSES ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT FEES AND COSTS) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE FLEXTRUNK SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE FLEXTRUNK SERVICE, INCLUDING THOSE RELATED TO 911/E911.

**20. ADDITIONAL PROVISIONS APPLICABLE TO 4G/LTE HSD BACKUP SERVICE.**

In addition to Sections 1 through 14 and Section 16 herein, where applicable, this Section 20 applies to 4G/LTE HSD Backup Service.

**20.1 4G/LTE HSD Backup Service:** "4G/LTE HSD Backup Service" delivers an automatic, 4G/LTE-based backup internet connection to Customer's modem in the event of a disruption to Customer's broadband Internet Service connection.

**20.2 Availability:** 4G/LTE HSD Backup Service may only be used at the Premises for which the Service is ordered, and is only available to Customers using Breezeline Internet Service at the Premises. The 4G/LTE HSD Backup Service relies on third-party mobile networks for data transmission and will be subject to availability and bandwidth constraints of such third-party networks.

**20.3 Usage for Intended Purpose Only and Data Usage:**

**20.3.1** 4G/LTE HSD Backup Service is intended solely for use as an automatic 4G/LTE Internet backup to be used only

in a failover situation when Customer's Internet Service at the Premises is unavailable. Customer acknowledges and agrees that Customer: (i) will use the 4G/LTE Backup Service for its intended purpose only and (ii) will not move, remove, disconnect, transport or use the Breezeline Equipment provided in connection with the 4G/LTE HSD Backup Service at any location other than the location for which the 4G/LTE HSD Backup Service was ordered.

**20.3.2** Breezeline reserves the right to revise the bandwidth of the 4G/LTE HSD Backup Service to 256kbps when Customer has surpassed 25GB of data usage within a single calendar month. At the beginning of the next calendar month, the data usage and data speed will reset. Customer's data allowance shall be limited to 40GB per calendar month. Once Customer's data usage has reached 40GB in any given calendar month, Breezeline reserves the right to suspend the 4G/LTE HSD Backup Service for the remainder of the month, and Customer's data usage will reset at the beginning of the next calendar month. If the Service Term for Customer's 4G/LTE HSD Backup Service commences on a day other than the first day of a calendar month, or if the Service Term ends on any day other than the last day of a calendar month, Customer shall be entitled to the full 40GB data allowance for such partial month.

#### **20.4 Power Source and Backup Battery:**

**20.4.1** Customer acknowledges and understands that the 4G/LTE HSD Backup Service uses the electrical power at the Customer's Premises, so in the absence of a battery backup it will not function during a power outage. At the time of installation of Customer's 4G/LTE HSD Backup Service, Breezeline may provide Customer with a backup battery (a "Battery Backup"). Such Battery Backup shall remain Breezeline Equipment which Breezeline may remove or modify at any time. Replacement Battery Backups and additional Battery Backups are available for purchase.

**20.4.2** In the event of a power outage at Customer's Premises, a Battery Backup will supply power to the 4G/LTE HSD Backup Service router for a limited period of time. Customer acknowledges and understands that (i) any such Battery Backup is meant for use with the 4G/LTE HSD Backup Service router only and (ii) performance of the Battery Backup is not guaranteed.

**20.5 Service Interruption and Credits:** Notwithstanding anything to the contrary contained in Section 9.1 above, Breezeline will allow a pro-rata credit against future payments of the MRC (exclusive of NRC, other one-time charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a 4G/LTE HSD Backup Service Interruption (a "4G/LTE HSD Backup Service Credit"). A "4G/LTE HSD Backup Service Interruption" is a complete interruption or disruption of the 4G/LTE HSD Backup Service such that Customer is unable to utilize the Service for its intended purpose; provided that any suspension or termination of the 4G/LTE HSD Backup Service by Breezeline in accordance with these Terms and Conditions shall not qualify as a 4G/LTE HSD Backup Service Interruption. Customer shall only be entitled to a 4G/LTE HSD Backup Service Credit for a 4G/LTE HSD Backup Service Interruption lasting more than forty-three (43) continuous and simultaneous minutes during which the 4G/LTE HSD Backup Service is rendered unavailable, as determined by Breezeline in its sole discretion. A 4G/LTE HSD Backup Service Interruption shall not qualify for a 4G/LTE HSD Backup Service Credit if any Exception to Service Interruption Credits (as set forth in Section 9.1 above) applies. For purposes of calculating a 4G/LTE HSD Backup Service Credit, the 4G/LTE HSD Backup Service Interruption shall be deemed to have commenced upon notification by Customer to Breezeline of such 4G/LTE HSD Backup Service Interruption at [ASG\\_ENGAGE\\_CUSTCARE@breezeline.com](mailto:ASG_ENGAGE_CUSTCARE@breezeline.com), and ends when the affected 4G/LTE HSD Backup Service has been repaired. For any 4G/LTE HSD Backup Service Interruption giving rise to a 4G/LTE HSD Backup Service Credit, Breezeline shall credit to Customer an amount equal to ten percent (10%) of the applicable MRC for such impacted 4G/LTE HSD Backup Service for the month during which the 4G/LTE HSD Backup Service Interruption occurred. The total number of 4G/LTE HSD Backup Service Credit allowances per month shall not exceed the total MRC for the affected 4G/LTE HSD Backup Service. To qualify for a 4G/LTE HSD Backup Service Credit, Customer must request the 4G/LTE HSD Backup Service Credit from Breezeline within fifteen (15) days of the 4G/LTE HSD Backup Service Interruption by going to <http://breezeline.com/sla-request> and submitting a completed SLA Credit Request Form. 4G/LTE HSD Backup Service Credits are Customer's sole and exclusive remedy for any 4G/LTE HSD Backup Service Interruption, or other outage, unavailability, delay, or degradation of the 4G/LTE HSD Backup Service. For avoidance of doubt, a 4G/LTE HSD Backup Service Interruption, or any other type of outage or defect in the 4G/LTE HSD Backup Service is not a breach of the Agreement.