

BRIGHTSPEED® HIGH-SPEED INTERNET SUBSCRIBER AGREEMENT

This Brightspeed® High-Speed Internet Subscriber Agreement together with the exhibits and materials referenced herein ("Agreement") is between Brightspeed and the end user of the Brightspeed service(s) and equipment described below ("you" or "Customer"). For Customer convenience, this Agreement combines obligations of multiple Brightspeed entities, but does not create joint liability between the Brightspeed entities. The particular Brightspeed entity providing you Service, Equipment and/or Software and the provision and receipt of such is subject to all applicable provisions of this Agreement, unless otherwise specified herein. Please review the Agreement carefully; it governs your use and Brightspeed's provision of the Service, Software, and Equipment.

IF YOU ARE A NEW SUBSCRIBER, YOUR ENROLLMENT IN, ACTIVATION OF, USE OF OR PAYMENT FOR SERVICE OR EQUIPMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT REQUIRES THE USE OF MANDATORY ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS.

YOU SHOULD READ THIS AGREEMENT IN ITS ENTIRETY, BUT EVEN IF YOU CHOOSE NOT TO READ IT, ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE THE SERVICE OR EQUIPMENT AND NOTIFY BRIGHTSPEED IMMEDIATELY TO CANCEL THE SERVICE. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES AND CHARGES QUOTED TO YOU DURING THE ORDERING PROCESS AND OTHER TERMS AND CONDITIONS PROVIDED TO YOU DURING THE ORDERING PROCESS AND ON <https://www.brightspeed.com/aboutus/legal/consumer/consumer/legalnotices/highspeedinternetsubscribersagreement/> and <https://www.brightspeed.com/aboutus/legal> ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CONTACT BRIGHTSPEED AT [Residential Customer Service](#) (Consumer/Residential accounts), [Small Business Customer Service](#) (Small Business accounts), or [Enterprise and Strategic Customer Service](#) (Large/Enterprise/Global Business & Government accounts) TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO BRIGHTSPEED ACCORDING TO THE RETURN POLICY & PROCEDURE AT <https://www.brightspeed.com/help/internet/modems-and-routers/how-to-pack-and-return-the-modem.html>.

1. Definitions.

"AUP" means the applicable Acceptable Use Policy posted at <https://www.brightspeed.com/ew/legal/privacy-notice.html>, including all future revisions.

"Brightspeed" means the affiliate of Brightspeed, Inc. that provides you the Service, Software, and/or Equipment.

"Equipment" means the modem, router and/or other equipment for use with the Services. Except for Equipment purchased by you under the terms of this Agreement, or other equipment purchased by you, Brightspeed owns the Equipment regardless of who installed the Equipment. Any monthly rental payments, periodic use payments, or similar arrangements related to Equipment between you and Brightspeed are not purchases of Equipment.

"Fixed Wireless" is a technology used to provide Brightspeed® High-Speed Internet service with access via a wireless antenna.

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

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

"MRCs" means monthly recurring charges.

"NRCs" means non-recurring, one-time charges.

"Payment Services" means Brightspeed electronic and online methods you use to view and pay such invoices to Brightspeed, including, but not limited to, the following: MyBrightspeedLink, AutoPay, eBilling, Quick Bill Pay, and

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payments you make through interactive voice response systems or through websites associated with or linked from www.brightspeed.com.

"Pure Broadband" means a version of Brightspeed® High-Speed Internet service with or without an accompanying residential telephone access line having the ability to make outbound calls. Pure Business Internet is the business version of Pure Broadband, and is incorporated within this definition.

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

"Service" or "Services" means all of the high-speed internet services and associated value-added services you receive from Brightspeed, including, but not limited to: Brightspeed® High-Speed Internet; Pure Broadband, Brightspeed® Connect Internet Basic, BrightspeedLink Office Basic, and BrightspeedLink Office Plus, or other BrightspeedLink-provided Internet access service; BrightspeedLink Internet Basics, @ Ease Services, additional services described in the Service Description Section below, and related BrightspeedLink installation, repair, support and provisioning. "Service" or "Services" when used in the Service Description Section below refers to the specific service or services being described.

"Taxes" means foreign, federal, state and local taxes, other similar charges, and any other imposition that governmental entities or agencies may levy or assess, BrightspeedLink collects from Customers, and BrightspeedLink remits what is collected to such governmental entities or agencies.

2. Service description.

(a) Brightspeed High-Speed Internet.

- (i) Brightspeed will provide Service that runs either over the same copper line as your Brightspeed wireline telephone line, over a fiber-optic connection that runs directly to your location, or via a wireless connection to your location. If you do not have a Brightspeed wireline telephone line, Brightspeed will a) provide Pure Broadband over either a copper or fiber-optic connection to your location or b) provide Fixed Wireless over a wireless connection to your location. You must specify a Brightspeed telephone number to use with the Service (unless you order Pure Broadband Service or Fixed Wireless. Brightspeed may terminate your Service or charge you for Pure Broadband Service if you change your Brightspeed local telephone service to another company, move your Brightspeed local telephone service to a wireless service provider or otherwise terminate your Brightspeed local telephone service.
- (ii) **Availability.** Service may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds disclosed to you are "up to" a specific download speed via a wired connection under typical circumstances within the Brightspeed network and at your location. Brightspeed will provision your line at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options, provided that you will be charged a speed change charge for any speed change. Additionally, some ISPs may not be supported for all speeds and in all areas and, if you change speed, you may no longer be able to utilize the ISP you originally selected. Availability of Service depends on availability and limits of Brightspeed wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by Brightspeed line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Services are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at and/or inside your location, your service location, phone line qualifications, computer performance/configuration, and network/Internet congestion, each of these factors is outside of Brightspeed's control and, as a result, none are Brightspeed's responsibility. Any repairs or changes to these factors are your sole responsibility. Additionally, Fixed Wireless is subject to the service limitations including but not limited to proximity and positioning of antennas, cell tower/site outage, tampering or damage to Equipment. Service is provided on a per-line basis, and the actual throughput speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your location from certain Brightspeed data equipment, viruses or spyware, server speed of the Web sites you connect to, traffic and congestion on your home network or corporate LAN, and Windows PC settings, in addition to the factors listed above. Service via a wireless connection may not deliver the disclosed throughput speed or "up to" speed and will vary, particularly when Service is accessed by multiple wireless devices. Uninterrupted or

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error-free Services are not guaranteed and Brightspeed may limit speeds. Additional information about network performance, practices and policies is available on Brightspeed's High Speed Internet Service Management page located at <http://www.centurylink.com/aboutus/legal/internetservicemanagement.html>.

- (iii) Moves.** If you move to another location (including a move within the same building) you are not guaranteed to have Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to new Service will apply.
- (iv) Brightspeed Facilities and Equipment to Provide Service; Licenses.** Certain Brightspeed facilities and equipment used to provide you high-speed Internet service may be located on your premises. These facilities and equipment are the property of Brightspeed and must be installed, relocated, rearranged, tested, inspected, and maintained only by Brightspeed. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the Brightspeed facilities or equipment unless authorized by Brightspeed. Any unauthorized attachments or connections may be removed or disconnected by Brightspeed and your Service may be suspended or terminated as a result. You agree to provide Brightspeed access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. Brightspeed is not liable for defacement or damage to your premises resulting from the existence of Brightspeed facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of Brightspeed negligence. You may be required to provide, install, and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive high-speed Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trench (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties or business developments to reach points of termination).
- (v) High-Speed Internet Purchased Through Brightspeed ON Portal.** Some customers are able to purchase Services through the Brightspeed ON Portal ("Brightspeed ON Portal Customers"). Except as otherwise provided below in this Section 2(a)(v), the remaining provisions of this Agreement apply to Brightspeed ON Portal Customers. The following provisions apply only to Brightspeed ON Portal Customers:
- (A) Brightspeed ON Portal Customers will have no Equipment to install or self-install. Your location is pre-wired and configured for Service and you simply install service by subscribing through the Brightspeed ON Portal.
 - (B) Brightspeed ON Portal Customers will have to set up automatic, monthly recurring payments for their Services on a credit card. Monthly recurring charges will be billed to your credit card on file in advance. If you purchase any additional value-added services, those purchases will be billed to your credit card on file with us within a day or two of your order.
 - (C) Services are available without any early termination liability because there are no term commitments connected with Services purchased through the Brightspeed ON Portal.
 - (D) Monthly recurring charges may be increased by up to \$2 per month every 6 months.
 - (E) You may cancel your Services at any time by following the cancellation instructions in the Brightspeed ON Portal. However, if you cancel your Services on any day other than the last day of your applicable billing cycle, your payment for that month of Services will not be prorated or refunded and your Services will terminate on that date.
- (vi) High-Speed Internet Purchased Through Other Portals.** Some customers are able to purchase Services through portals other than the Brightspeed ON Portal ("Other Portal Customers"). Except as otherwise provided below in this Section 2(a)(vi), the remaining provisions of this Agreement apply to Other Portal Customers. The following provisions apply only to Other Portal Customers:

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- (A) Other Portal Customers must subscribe for Services through the applicable portal. Other Portal Customers will have to set up automatic, monthly recurring payments for their Services on a credit card. MRCs will be billed to your credit card on file in advance. If you purchase any additional value-added services, those purchases will be billed to your credit card on file with us within a day or two of your order.
- (B) After Service activation, you may cancel your Services at any time by following the cancellation instructions in the applicable portal. Services are available without any early termination liability because there are no term commitments connected with Services purchased through the portals. However, if you cancel your Services on any day other than the last day of your applicable billing cycle, your payment for that month of Services will not be prorated or refunded and your Services will terminate on that date.
- (C) Brightspeed, in its sole discretion, may suspend or terminate Services if you fail to pay the full amount due within three (3) days of the due date set forth in your billing statement.

(vii) Brightspeed Simple. Brightspeed is conducting a trial of a new program called Brightspeed Simple in Albuquerque, NM. Some customers in Albuquerque are eligible to purchase Services through the Brightspeed Simple portal ("Brightspeed Simple Customers"). Except as otherwise provided below in this Section 2(a)(iv), the remaining provisions of this Agreement apply to Brightspeed Simple Customers. The following provisions apply only to Brightspeed Simple Customers:

- (A) Brightspeed Simple Customers will have to set up automatic, monthly recurring payments for their Services on a credit card, debit card or Automated Clearing House (ACH) electronic payment. Monthly recurring charges will be billed to your credit or debit card on file or via ACH in advance.
- (B) Services are available without any early termination liability because there are no term commitments connected with Brightspeed Simple.
- (C) You may cancel your services at any time. However, If you cancel your services on any day other than the first day of your applicable billing cycle, your payment for that month of services will not be prorated or refunded and your services will terminate on that date.
- (D) Services purchased in the Brightspeed simple trial are not subject to the Brightspeed Excessive use policy or any usage limits. Such services are subject to the Brightspeed acceptable use policy detailed below.

(b) Internet Access. You must select a qualifying Internet access provider at the time you order Service. If you select a provider other than Brightspeed this Agreement does not apply to your Internet access service (but does apply to all other Services, Software, and Equipment you receive from Brightspeed) and you will be subject to the third-party provider's terms. After commencement of your Service, if the provider you selected either: (1) no longer has a relationship with Brightspeed, (2) you change speeds, and your current ISP is not supported at the new speed; (3) will no longer offer the service in your area, Brightspeed may contact you to determine a qualifying replacement provider. In such situation, Brightspeed will allow you to move to a replacement provider and will waive the associated destination change charge. Brightspeed may charge you a destination change charge for any other change in Internet service provider.

- (i) Account Usage and Identification.** You will receive a user name and password and/or other identifying information (collectively and together with other information about your account the "Account Information") upon completing the registration process. You are responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under your account including payment for all such activities. You agree: (A) that only you and your authorized designees will use your Account Information and that you will not transfer or disclose such Account Information to any other person, (B) to immediately notify Brightspeed of any unauthorized use on your account or any other breach of security, and (C) to ensure that you exit from your account at the end of each session. "Authorized designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the Internet access service using your Account Information. You must ensure that any such authorized designees will comply with this Agreement and you will be responsible for all use of the Internet access service and any other services accessed through the Internet access services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Internet access service may contain material that is

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unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Internet access service through your account. Brightspeed will not be liable for any loss or damage arising from your failure to comply with this Section. IN ADDITION, YOU AGREE THAT BRIGHTSPEED, IN ITS SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND, OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS, OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.

- (ii) **E-mail Storage Space and Other Limitations.** Certain Services have limited storage availabilities and/or capabilities. Company reserves the right to delete, without prior notice, files from any directory or mailbox if the associated storage limitations are exceeded. Company provides unlimited storage of read email per mailbox, except for attachments to emails and other files uploaded by you which company reserves the right to remove after 120 days. Unread messages may be removed from your inbox 90 days after delivery. All email may be removed from your Trash or SPAM folders after 2 days. Read email in your inbox and all personal folders, except Trash and SPAM folders and except attachments and files uploaded by you, will be retained indefinitely. Furthermore, Company reserves the right to deactivate email accounts that have not been accessed for a period of 120 consecutive days.
- (iii) **Only you may use your e-mail account.** You must keep your Brightspeed provided e-mail accounts and passwords confidential and not authorize any third party to access or use the e-mail accounts on your behalf. You must contact us right away if you suspect misuse of your e-mail accounts or any security breach in the Service. For some parts of the Service, you may be able to set up additional accounts that are dependent on your account ("associated accounts"). If you use associated e-mail accounts, you represent and warrant that you are authorized to accept this contract on behalf of the individuals using those e-mail accounts. You are responsible for all activity that takes place with your Service account and any associated e-mail accounts. If you use an associated e-mail account, you acknowledge that the holder of the Service account has full control over your associated e-mail account. If you establish any associated e-mail accounts, you understand and agree that the holder of the Service account may: manage your e-mail account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account, including electronic communications, contact lists, and other information. You hereby indemnify Brightspeed for any claims, costs, and/or damages incurred as the result of any e-mail account holder, associated with your Service account, asserting that the Service account holder accessed the account or its contents in excess of the Service account holder's authority.
- (iv) **Change of Service.** A change or disconnect of Service could lead to the loss of stored e-mail. Such loss may ordinarily be prevented by saving such e-mail on your personal computer prior to the change of Service. Customer will not hold Brightspeed liable for the loss of e-mail during the change of Service process, whether caused by Customer or Brightspeed.
- (v) **Web Hosting Service.** (NOTICE: This service has been grandfathered effective May 1, 2013, and is only available to business customers who ordered Web hosting Service prior to that date. Beginning January 1, 2014, Brightspeed transitioned business customers with this grandfathered service to savvisdirect web hosting. Web Hosting Service is now governed by the savvisdirect terms and conditions located at <https://apps.centurylink.com/legal-tc>, and not by this Agreement. If you ordered your Core Connect Bundle before May 1, 2013 and are unsure which set of terms and conditions apply to your web hosting service, contact your Brightspeed Representative for more information. Customers ordering Web hosting on or after May 1, 2013 are governed by the savvisdirect terms and conditions located at <https://apps.centurylink.com/legal-tc>, and not by this Agreement.) Some Brightspeed customers are eligible to receive optional Web hosting packages, described more fully on the Brightspeed Web site. Additional charges may apply. If you are an eligible Web hosting customer, Brightspeed will provide the Services described for the package you select, including space on a shared Web server for your Web site, as well as assistance with domain name registrations. If you use the Web hosting feature of the Services, this section also applies to your use of the Services.

(A) Customer Responsibilities. You acknowledge and agree that:

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- (1) the use of your Web site and any content, information, and all other aspects of your Web site will comply with the AUP and any applicable laws and will not violate any rights of another;
 - (2) you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your Web site; and
 - (3) Brightspeed has no interest in, nor control over, any of the content or information that is accessible on your Web site. Brightspeed may, without prior notice, terminate or suspend your Web site if Brightspeed believes that you have violated this section.
- (B) Domain Name.
- (1) Use of Domain Name. If Brightspeed provides you with a domain name that has Brightspeed's name or marks embedded therein ("Brightspeed Domain Name"), you may only use the Brightspeed Domain Name during the term of the Agreement. Brightspeed owns and has the right to change the Brightspeed Domain Name. Other than for identifying the location of your Web site, you may not issue any public announcement regarding this Agreement or use the name or any marks of Brightspeed or any of its affiliates without the prior written approval of Brightspeed.
 - (2) Renewal of Domain Name. If you have obtained a Brightspeed Domain Name, you may request that Brightspeed automatically renew your Brightspeed Domain Name registration annually. You will be charged an Annual Domain Name Registration fee for each such renewal. If you do not request Brightspeed to automatically renew your Brightspeed Domain Name, you will be responsible for renewal.
 - (3) Expiration or Termination of Domain Name. If your Brightspeed Domain Name expires, it will be placed in redemption status starting thirty (30) days after expiration. The redemption status period lasts for up to thirty (30) days. If you ask Brightspeed to reinstate your Brightspeed Domain Name during the redemption status period, you will be charged a domain name reinstatement charge. Your e-mail and Web hosting will not function while your Brightspeed Domain Name is in redemption status. Your Brightspeed Domain Name may not be reinstated after the redemption status period has expired. If you want to terminate your Brightspeed Domain Name, please contact Brightspeed at <http://sitecontrol.qwestoffice.net> to request termination. You will need to specify that you would like to cancel your Brightspeed Domain Name. The cancellation of your Brightspeed Domain Name does not automatically terminate your Web site or other Service under this Agreement.
- (C) Web Hosting Storage Space and Other Limitations. Your Web hosting storage space is limited. Limits are based on your Service type and are available at <http://sitecontrol.qwestoffice.net>. Brightspeed Web hosting accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio and video files. Any Web hosting site whose disk space usage for storing multimedia files exceeds 70% of its total usage in terms of total size or number of files will be considered to be using an excessive amount.
- (D) Traffic Allowance. Traffic limits are located at <http://sitecontrol.qwestoffice.net>. If you exceed your traffic allowance, you will be charged a traffic overage charge depending on the resources utilized, and you may be given the option to either (a) reduce the resources used to an acceptable level, or (b) upgrade your Service to a higher priced plan.
- (E) Databases. Any database stored on Brightspeed's servers will be limited in size to 10% of the total disk space allotted for that particular domain's plan/Web site account.
- (F) Ownership of Web Site. The legal owner of any Web site or account with Brightspeed will be the individual or organization whose name is listed in Brightspeed's database as the owner. Customer will fully cooperate with and abide by any and all of Brightspeed's security measures and procedures in the event of any dispute over ownership of Customer's Web site or account with Brightspeed. You own all graphics, text or other information or content supplied by you for incorporation into or delivery through your Web site. Brightspeed owns any software developed or modified by Brightspeed and all graphics, text or other information or content materials supplied by Brightspeed for incorporation into your Web site ("Brightspeed Materials"). You may only use the Brightspeed Materials in association with

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your Web site, and only during the term of this Agreement.

(vi) Web Design Tools and Templates (NOTICE: This service has been grandfathered effective May 1, 2013, and is only available to business customers who ordered Web hosting Service prior to that date. Beginning January 1, 2014, Brightspeed transitioned business customers with this grandfathered service to savvisdirect web hosting. After transition, your Web Hosting Service became governed by the savvisdirect terms and conditions located at <http://savvisdirect.com/legal-tc>, and not by this Agreement. If you ordered your Core Connect Bundle before May 1, 2013 and are unsure which set of terms and conditions apply to your web hosting service, contact your Brightspeed Representative for more information. Customers ordering Web hosting on or after May 1, 2013 are governed by the savvisdirect terms and conditions located at <http://savvisdirect.com/legal-tc>, and not by this Agreement). Brightspeed customers purchasing the Grow Essentials Package under the Agreement are eligible to utilize optional Web design tools and templates, described more fully on the Brightspeed Web site. Additional charges for use of Web design tools and templates may apply. If you are an eligible customer, the Web design terms and conditions ("Design Terms") in this section will also apply to your use of any Web design tools and templates. If these Design Terms conflict with any others provisions of the Agreement, these Design Terms will prevail for purposes of using the Web design tools and templates only. If you use the Web design tools and templates, Brightspeed will also provide you with additional support described on the Brightspeed Web site to assist you with creating your Web site.

(A) Fees. All fees will be automatically charged to the credit card you provide when you sign up for the Services. The terms and conditions in Section 11 of this Agreement will also apply. Brightspeed may alter its fees as provided in this Agreement. All payments for the Packages are non-refundable and may not be credited back unless otherwise provided in subpart (F) below. (1) the use of your Web site and any content, information, and all other aspects of your Web site will comply with the AUP and any applicable laws and will not violate any rights of another;

(B) Rights and Licenses.

(1) Definitions.

Your "Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), in any medium, provided by you to Brightspeed.

"Brightspeed Materials" means all content, software, source code or other programming material owned by Brightspeed or its suppliers and used in the development, display or running of a Web site.

"Third-Party Materials" means any content, software, or other computer programming material that is owned by an entity other than Brightspeed and licensed by Brightspeed or generally available to the public, including you, under published licensing terms, and that Brightspeed will use in the development of or to display or run a Web site. The graphics utilized from Brightspeed's graphics library are licensed from third-party suppliers.

"Background Technology" means computer programming/formatting code or operating instructions developed by or for Brightspeed and used to create any portion of a Web site or used to operate the Web site or a Web server in connection with a Web site. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, Web site templates, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form, dynamically driven, or provided in any other format. Background Technology does not include any of your Content or any derivatives, improvements, or modifications of your Content.

(2) Limited License to Brightspeed Materials, Third-Party Materials and Background Technology. Subject to these Design Terms, Brightspeed hereby grants you a perpetual, nonexclusive license to copy, distribute, transmit, display and perform any and all Brightspeed Materials, Third-Party Materials, and Background Technology that is incorporated into your Web site, in whole or in part,

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solely as necessary for you to operate, maintain, and make the Web site available in the normal course of your business. You may not duplicate or distribute any Brightspeed Materials, Third-Party Materials or Background Technology to any third party without the prior written consent of Brightspeed. All ownership and proprietary rights in the Brightspeed Materials, Third-Party Materials, and Background Technology remain at all times with the respective owner thereof, and nothing herein transfers or assigns any rights or interest therein except the licenses granted thereto. All rights to the Brightspeed Materials, Third-Party Materials and Background Technology not expressly granted to you hereunder are retained by Brightspeed. Brightspeed reserves the right to provide Brightspeed Materials, Third-Party Materials and Background Technology to other Brightspeed customers for development of other Web sites. Without limiting the foregoing, you agree not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Brightspeed Materials, Third-Party Materials or Background Technology, except as allowed by law.

- (C) Content standards.** You are solely responsible for all Content you include on your Web site. You covenant that your Content will not: (a) be false, inaccurate or misleading; (b) infringe or misappropriate any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing privacy, publicity, export control, consumer protection, unfair competition, antidiscrimination or false advertising); (d) be defamatory, trade libelous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities; (e) be obscene or contain child pornography; (f) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (g) link directly or indirectly to or include descriptions of goods or services that violate any applicable law, statute, ordinance or regulation, or that violate Brightspeed's AUP that is incorporated herein by reference and may be amended from time to time.
- (D) Term and termination.** The term of the Grow Essentials Package commences when you submit an order for such Services, and continues on a month-to-month basis. You may terminate your Package at any time by contacting our billing department or your Account Manager. Termination of your Package does not terminate other services, commitments and contracts you may have with Brightspeed. If you terminate your Package(s), Brightspeed will not retain a copy or a backup of any of Your Content and other data and such Content or data cannot subsequently be restored by Brightspeed. Brightspeed may: (a) terminate these Design Terms upon seven (7) days written notice for any reason; or (b) immediately suspend or terminate your use of the Package and remove all contents of your Web site, if Brightspeed, in its sole discretion, concludes that you (1) have engaged in illegal activities, in activities or sales that may damage the rights of Brightspeed or others, or (2) have violated or threatened to violate Brightspeed's AUP, the Design Terms, the terms of this Agreement or any other agreement you may have with Brightspeed. Any suspension or termination under subpart (b) of this paragraph may take effect immediately. Termination under subpart (b) will be considered a termination by Brightspeed for "Cause". If Brightspeed terminates your Package in connection with subpart (b), you will not be entitled to a refund or credit of any fees you have paid, and you may be subject to a Cancellation Charge. Without limitation, you expressly acknowledge and agree that in addition to this subpart (F), the terms and conditions in Section 12 (Term and Termination) of the Agreement also apply to termination of the Package. In the event of a conflict between this subpart (F) and Section 12 of the Agreement, this subpart (F) will prevail. Sections (B) and (C) will survive the termination or expiration of these Design Terms.
- (viii) Optional Brightspeed Office Backup Service** (NOTICE: This service has been grandfathered effective May 1, 2013, and is only available to business customers who ordered Web hosting Service prior to that date. Beginning January 1, 2014, Brightspeed began transitioning business customers with this grandfathered service to savvisdirect web hosting. Upon transition, your Web Hosting Service will be governed by the savvisdirect terms and conditions located at <http://savvisdirect.com/legal-tc>, and not by this Agreement. If you ordered your Core Connect Bundle before May 1, 2013 and are unsure which set of terms and conditions apply to your web hosting service, contact your Brightspeed Representative for more

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information. Customers ordering Web hosting on or after May 1, 2013 are governed by the savvisdirect terms and conditions located at <http://savvisdirect.com/legal-tc>, and not by this Agreement. Prior to using the Brightspeed Office Backup, you must activate the Service via SiteControl. Additional Brightspeed Office Backup Service plans are available to Office Plus customers as an option and additional charges may apply. System requirements and features of the Service are set forth at <http://helpsite.qwestoffice.net/>. The following additional terms and conditions apply to your use of Brightspeed Office Backup Service:

- (A) Use of the Service requires download of software to your PC. During the download process, you will be asked to review and agree to the terms of a third-party end user license agreement ("EULA").
 - (B) The Service provides remote storage and backup capability of data from your PC's hard drive. Storage space available for backups is limited by the plan you select. If you exceed the storage space allotted to you for your plan, you will receive an error message, and backup will not proceed until you either delete unneeded files from your backup so that sufficient storage space becomes available, or you purchase a plan with sufficient additional storage space. Deleting files removes them from all stored backup versions, and they will no longer be accessible for recovery. You will be solely responsible to determine what data gets backed up, and the backup intervals.
 - (C) If you access Brightspeed Office Backup Service from outside of the United States, any information that you transmit through the Service will be transferred to the United States and stored in servers located there, which may be owned and maintained by a third party processor. Brightspeed contractually requires such processors to maintain your personally-identifiable information under specific confidentiality terms which comply with United States law. Your information may be subject to less protective data protection laws than the country in which you are located.
 - (D) Brightspeed Office Backup Service is not an archival service. You are solely responsible to maintain original versions of your files on your personal computer that you backup. Access to your files through your Brightspeed Office Backup account will cease upon termination or expiration of your account.
- (ix)** (NOTICE: This service has been grandfathered effective July 20, 2019, and is only available to residential customers who used Brightspeed @Ease prior to that date. If you ordered @Ease before July 20, 2019 and are unsure which set of terms and conditions Services, contact your Brightspeed Representative for more information). Brightspeed @Ease™ Plans. Brightspeed @Ease is available to residential Brightspeed High-Speed Internet customers, subject to certain restrictions and limitations. The Brightspeed @Ease \$0.00 Plan is provided at no additional charge to Brightspeed High-Speed Internet customers, however not all features of the Brightspeed @Ease \$0.00 plan are available to customers with Brightspeed Internet Basic or customers who have ISP or Internet access service provided by a third party. Other Brightspeed @Ease plans with additional features are available to residential customers for an additional charge. Details regarding restrictions and the services included in each plan are located on <http://www.centurylink.com/home/ease/>; such restrictions and the services included in Brightspeed @Ease plans may change with notice to you as described in Section 4. You will be asked to agree to additional terms and conditions related to some services under the Brightspeed @Ease plans at the time of installation or use of those services.

Certain Brightspeed @Ease™ Plan(s) include advanced home networking setup and maintenance Service as further described at <http://www.centurylink.com/home/ease/> ("Advanced Service"). The following additional terms and conditions apply to the Brightspeed @Ease advanced home networking Service.

- (A)** Advanced Service is only available with those Brightspeed @Ease Plans which specifically include it. Advanced Service is available to residential customers only and must be purchased per physical location and per high-speed Internet line. Advanced Service is only available with networking equipment (e.g., modems and other wireless networking devices) purchased or leased from Brightspeed. Brightspeed certified technician results may vary, depending on a number of factors, including but not limited to, the type and condition of Customer-provided software, equipment and other peripherals. Brightspeed will use reasonable efforts to connect Customer devices to the network device. However, successful networking setup and maintenance are not guaranteed. Modem port forwarding may need to be configured for specific network devices. Configuration of network devices for specific functionality and demonstration of how to use network devices is not

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included in the Service.

- (B) You may cancel your Brightspeed @Ease plan that includes Advanced Service by contacting Brightspeed as provided in the second paragraph of this Agreement
- (C) Advanced Service includes:
- 24/7 technical support for connectivity and security settings for covered equipment;
 - Same day or next day on-site support for networking maintenance for covered equipment;
 - Enabling of wireless encryption for wireless networks;
 - Assistance connecting your peripheral devices (1 network device, 1 printer and up to 5 computers (with a maximum of 7 peripheral devices, including both computers and game consoles) to the network;
 - Configuration of high-speed Internet application software that is supported as part of your Brightspeed @Ease Plan.
- (D) Advanced Service does not include any items not specifically listed as included above, including without limitation:
- Issues related to the establishment or use of a wireless fidelity (“WiFi”) hotspot.
 - Issues that exist prior to successful installation of networking equipment, establishment of an operating network, or prior to ordering Service.
 - Issues reported after the termination of Service.
 - On-site support prior to successful installation of networking equipment and establishment of an operating network.
 - Issues resulting from your intentional abuse, misuse, or negligence.
 - Repair or replacement of any equipment or connections (whether Brightspeed certified or not), except as provided in the limited warranty provisions below.
 - Installation of devices that are not part of the network, including without limitation fax machines, scanners, routers, hubs and switches.
 - Support of a network that contains any devices not supported by Brightspeed. Please see supported devices on <http://www.centurylink.com/home/ease/>.
 - Support of a network on an operating system that does not meet Brightspeed’s minimum system requirements.
 - Security of your network and data.
 - Issues with software, other than software support provided as part of your Brightspeed @Ease
 - Removal of viruses, spy ware, and ad ware, other than via PC Tune Up or one of the products provided as part of a Brightspeed @Ease Plan.
 - Configuration of network devices for specific functionality and demonstration of how to use network devices
 - Printer drivers, cables to connect Customer equipment to the networking modem, NIC card or wireless equivalent.
- (E) Misuse or Abuse. Suspected misuse or abuse of any computer support may result in termination of your Brightspeed @Ease plan or any Advanced Service. Brightspeed reserves the right to limit the amount of time spent on any single issue and recommend the dispatch of an in-home technician, at additional costs to you, in order to resolve the issue, and may decline certain services or operations outside of the scope of your Brightspeed @Ease plan or any Advanced Service.
- (x) **Brightspeed Connected Home.** Brightspeed High-Speed Internet customers are eligible to purchase Brightspeed Connected Home services. Brightspeed Connected Home services consist of equipment and Access to an online portal (the “Site”) where you can control your equipment (“Brightspeed Connected Home”). If you at any time purchase Brightspeed Connected Home services to use with your High-Speed Internet service, this section also applies to you.
- (A) Payment. The terms and conditions in Section 11 of this Agreement apply to payment for Brightspeed Connected Home.

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- (B)** The terms and conditions in Sections 3 and 8 of this Agreement apply to installation of Brightspeed Connected Home. Charges may apply for certain maintenance, trouble isolation, and support services. Brightspeed Connected Home is only available in select markets. Brightspeed may, in its sole discretion and without notice, make Brightspeed Connected Home available in additional markets. Subject to your compliance with the terms of this Section and this Agreement, you may access and use the Site and Brightspeed Connected Home service only for your own personal non-commercial use. Any commercial use of the Site or Brightspeed Connected Home service is expressly prohibited without Brightspeed's prior written consent.
- (C)** Brightspeed Connected Home is a self-monitored service. Brightspeed cannot and will not be monitoring your home through this service. You will be monitoring your home. In the event of an incident at your home (e.g., door being opened), based on how you configured your account, you may or may not receive an automated notification from the Brightspeed Connected Home portal or Brightspeed Home Application on your mobile device or via email, but Brightspeed will not contact you or respond or send anyone (e.g., the police or fire department) to respond to the incident. If you believe that there is an intruder or other potentially dangerous situation in your home, you should contact local law enforcement and not attempt to respond to the situation yourself. BRIGHTSPEED IS NOT RESPONSIBLE FOR ANY LOSS, LIABILITY, OR DAMAGES, INCLUDING PERSONAL INJURY OR DEATH, THAT RESULT, DIRECTLY OR INDIRECTLY, FROM RESPONDING, OR FAILING TO RESPOND, TO AN ALERT FROM BRIGHTSPEED CONNECTED HOME, OR FROM ANY DEFECT OR MALFUNCTION ASSOCIATED WITH BRIGHTSPEED CONNECTED HOME.
- (D)** High-Speed Internet Connection. Brightspeed Connected Home requires a connection to the Internet via Brightspeed High-Speed Internet service in order to work. If your Brightspeed High-Speed Internet service is not functioning properly, your Brightspeed Connected Home service will not function properly, and you will not be able to monitor your home via Brightspeed Connected Home.
- (E)** Account, Username and Password. You are responsible for safeguarding your password and you agree not to disclose your password to any third party. You are solely responsible for any activities or actions taken under your username, whether or not you have authorized such activities or actions. You agree that the information that you provide to Brightspeed upon registration, and at all other times will be true, accurate, current and complete. You may not impersonate any other person or use a username or password that you are not authorized to use.
- (F)** Rights You Grant To Us Regarding Your Information.
- (1) Right to Collect, Store and Use Your Information. By submitting data, materials, content or other information (collectively, "Information") to Brightspeed you are licensing that Information to Brightspeed for the purpose of providing the Brightspeed Connected Home service. By submitting Information to Brightspeed—or allowing Brightspeed to collect such Information—you represent that you are entitled to submit it to Brightspeed for use for this purpose, without any obligation by Brightspeed to pay any fees or other limitations.
 - (2) Right to Create and Use Anonymous and Aggregate Data. By using the Brightspeed Connected Home service, you expressly authorize Brightspeed to create from the Information it collects, nonpersonally identifying anonymous or aggregate data and to use and disclose such anonymous or aggregate data in a non-personally identifiable manner.
 - (3) Brightspeed cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.
- (G)** Your Other Duties. If your Brightspeed Connected Home equipment contains any batteries, you are responsible for replacing those batteries at your own expense. You are responsible for obtaining any applicable permits or licenses, if permits or licenses are required by the city or county of your home.

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(H) Warranty.

(3) YOUR USE OF THE SERVICE IS AT YOUR SOLE DISCRETION AND RISK. THE SITE AND SERVICE, AND ALL RELATED DOCUMENTATION, MATERIALS, INFORMATION, ALERTS AND SERVICES INCLUDED THEREIN OR RELATED THERETO, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. BRIGHTSPEED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, COURSE OF DEALING, TRADE, QUIET ENJOYMENT OR ACCURACY OF INFORMATIONAL CONTENT OR RESULTS OR SYSTEM INTEGRATION) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. Brightspeed makes no warranties: (a) regarding the security, accuracy, reliability, timeliness and performance of the Site or Brightspeed Connected Home service; (b) that the Site or Brightspeed Connected Home service will be error-free or that any errors will be corrected; (c) that the Brightspeed Connected Home service will meet your needs or requirements; (d) or that the content that may be available through the Site and Brightspeed Connected Home service is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties, or that are intended to damage, intercept or expropriate any system, data, or personal information. No advice or information, whether oral or written, obtained by you from Brightspeed, will create any warranty not expressly stated in these terms of use. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. In addition, the warranty on Brightspeed Connected Home equipment is limited to the manufacturer's warranty, if any.

(I) Intellectual Property Ownership and Restrictions.

- (1) Title. The contents of the Site and Brightspeed Connected Home service, including its "look and feel" (e.g. text, graphics, images, logos, and button icons), photographs, editorial content, notices, software (including websites) and other material are protected under applicable patent, copyright, trademark and other laws protecting intellectual property. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Brightspeed Connected Home service, or any related documentation. Brightspeed and its licensors own all right, title and interest, including all worldwide patent rights, copyrights, trademarks, service marks, trade secret rights, design rights, moral rights and all other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"), in the Site and Brightspeed Connected Home service. All rights not expressly granted to you in the terms of this section are reserved by Brightspeed.
- (2) Restrictions on Use. In addition to Brightspeed's Acceptable Use Policy, in accessing or using the Site or Brightspeed Connected Home service, you agree to comply with the following rules. Nothing in this section requires Brightspeed to take action against any user that violates these rules, but Brightspeed is free to do so if it sees fit.
 - (a) Abusive Behavior: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
 - (b) Privacy: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without the written consent of the individual to which the information relates. Do not cooperate in or facilitate identity theft.
 - (c) Intellectual Property: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate the works of authorship of any other person or entity without the written permission of the copyright holder. Do not reproduce, modify, adapt, prepare derivative works of, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the

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Site or the Brightspeed Connected Home service.

- (d) Hacking, Viruses, and Network Attacks: Do not access any account on the Site without authorization. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not use any automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Site or Brightspeed Connected Home service. Do not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Site or Brightspeed Connected Home service. Do not attempt to access or otherwise interfere with the account of other users of the Site or Brightspeed Connected Home service.
 - (e) Spam: Do not send bulk unsolicited emails ("SPAM") or sell or market any product or service using the Site or Brightspeed Connected Home service. Do not facilitate or cooperate in the dissemination of SPAM. Do not violate the CAN-SPAM Act of 2003.
 - (f) Fraud: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not commit fraud in any way.
 - (g) Generally: Do not use the Site or Brightspeed Connected Home service in any manner not permitted by these Terms of Use. Do not encourage or instruct any other individual or entity to do any of the foregoing. Do not violate any law, rule, or regulation.
- (xi) Additional Features and Applications.** Additional features and applications may be provided as part of the Service. Additional charges may apply.
- (xii) Chat Rooms.** Brightspeed does not allow customers to install their own chat rooms, since chat rooms require significant system resources. However, for an additional charge, Brightspeed will provide a chat room for your use.
- (xiii) Brightspeed web.help service.** If you type a nonexistent or unavailable Uniform Resource Locator ("URL"), or enter a search term into your browser address bar, the Brightspeed web.help service will present you with a Brightspeed web.help search page containing suggested links based upon the nonexistent or unavailable URL or query you entered, rather than an NXDOMAIN or similar error message or a redirection from your browser or toolbar software. If you have made a typing error in the browser address bar whereby you get the main name of the entity right but the prefix or suffix wrong (such as www.brightspeed.com or www.brightspeed.com), Brightspeed web.help may correct the error and take you directly to that entity's home page (in this example, www.brightspeed.com – Brightspeed's home page). The Brightspeed web.help service may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based or toolbar-based search results pages. If you would prefer not to receive the Brightspeed web.help service, you should follow the opt-out instructions that are available by clicking on <http://webhelper.centurylink.com/prefs.php>.
- (xiv) McAfee™ Network and Data Protection.** McAfee™ security services safeguarding your network and data are included within Brightspeed-provided networking Equipment purchased or leased by Brightspeed® High-Speed Internet customers. Compatible Equipment should receive a firmware update within 72 hours of completing installation and activation. The McAfee™ services will not start until the Equipment is fully installed and the firmware update is successful. Adding third party devices to the Brightspeed-provided networking Equipment may render the McAfee™ services inactive. If you have questions about the McAfee™ services, contact Brightspeed via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts). In utilizing the McAfee™ services, you are accepting not only the terms of this Agreement but also accepting the terms of service provided by McAfee™. Brightspeed makes no warranty, express or implied, as to the McAfee™ service. Your sole warranty related to the McAfee™ service is as set forth within the terms you are accepting directly with McAfee™. Please refer to those terms as located at <https://www.mcafee.com/consumer/en-us/policy/global/legal.html>.

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

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

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

(c) Networking – Brightspeed Home Network Backer™ and Brightspeed Office Network Backer™ (This Service has been grandfathered effective August 21, 2008, and is only available to customers who ordered Brightspeed Home Network Backer or Office Network Backer prior to that date

- (i) Brightspeed's Home Network Backer™ and Office Network Backer™ (collectively "Network Backer") services are only available to Brightspeed® High-Speed Internet customers who also purchased Brightspeed-provided networking equipment and Brightspeed-provided Internet access and must be purchased per physical location and per high-speed Internet line.
- (ii) Network Backer Service is provided on a month-to-month basis. You may cancel Network Backer by contacting Brightspeed as provided in second paragraph of this Agreement.
- (iii) Network Backer services include:
 - (A) 24/7 telephone and on-site support for connectivity, security settings, and simple file and print sharing on wireless networks created with Brightspeed-provided networking equipment;
 - (B) High-speed Internet application software that assists Brightspeed in providing the support referenced above. Brightspeed also provides regular updates to such software. If Network Backer service is cancelled, Brightspeed will turn off the applications in the modem; and
 - (C) Configuration of high-speed Internet application software.
- (iv) Network Backer services do not include any items not specifically listed as included above, including without limitation:
 - (A) Issues related to the establishment or use of a wireless fidelity ("WiFi") hotspot.

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- (B) Issues that exist prior to successful installation of networking equipment, establishment of an operating network, or prior to ordering Network Backer service.
- (C) Issues reported after the termination of Network Backer service.
- (D) On-site support prior to successful installation of networking equipment and establishment of an operating network.
- (E) Issues resulting from your intentional abuse, misuse, or negligence.
- (F) Repair or replacement of any equipment or connections (whether Brightspeed certified or not).
- (G) Installation of devices that are not part of the network, including without limitation printers, fax machines, scanners, routers, hubs and switches.
- (H) Support of a network that contains any devices not certified by Brightspeed.
- (I) Support of a network on an operating system that does not meet Brightspeed's minimum system requirements.
- (J) Security of your network and data.
- (K) Issues with software (whether provided by Brightspeed, you, or a third-party).
- (L) Removal of viruses, spy ware, and ad ware.

3. Equipment. Separately purchased or leased equipment is required to use the Service.

(a) Brightspeed-Provided Equipment.

(i) Leased Equipment. Equipment leased from Brightspeed ("Leased Equipment") is Brightspeed's property and you may not assign, rent, or transfer Leased Equipment or your rights or duties under this Agreement to another without Brightspeed's prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using Leased Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it. You agree that if Leased Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, Brightspeed may charge you for its full retail cost (the "Equipment Charge"). Brightspeed does not refund or credit leases, so please contact Brightspeed by obtaining the applicable contact information for replacement Leased Equipment at the following websites if your Leased Equipment is not working properly: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts). Replacement Leased Equipment may or may not be the same model. Instead of leasing, if you wish to instead purchase Equipment from Brightspeed, the terms and conditions specific to Purchased Equipment will apply. If you purchase Equipment from Brightspeed other than the Leased Equipment you are renting from Brightspeed, you are required to return your Leased Equipment according to the Return Policy & Procedure. Lease payments are due for every month you lease the Leased Equipment and lease payments do not count towards a purchase of Leased Equipment.

(ii) Purchased Equipment. You will be deemed the owner of the purchased Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by Brightspeed. If the Equipment is inoperable, please contact Brightspeed by obtaining the applicable technical support contact information at the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts). If Brightspeed deems the Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If the Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that Brightspeed deliver replacement Equipment. Any such replacement Equipment will be charged to you at Brightspeed's then-current rates, plus shipping and handling and any applicable Taxes. Replacement Equipment may or may not be the same model.

(iii) Delivery and Installation of Equipment. Equipment may be delivered to you only in the United States. You understand that you are responsible for self-installing the Equipment once you receive it, unless you select a technician installation from Brightspeed for an additional charge. You are encouraged to complete installation of the Equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the Equipment and used the Service at the time the bill is rendered. Information on installation procedures is located at <https://www.brightspeed.com/help/internet/fiber/how->

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[fiber-internet-is-installed.html](#). As required, you will provide Brightspeed with reasonable access to your premises for technician installation of Equipment.

(iv) Copyright Software. If, in connection with your Brightspeed High-Speed Internet Service you are purchasing a modem, you should be aware that the modem may contain copyrighted software that is licensed under the General Public License (GPL) and/or other open source licenses. To determine whether your modem brand contains open source software, visit <https://www.brightspeed.com/help/internet/modems-and-routers/open-source>. Copies of these licenses are available at this link. You may also obtain the complete Corresponding Source code from us for a period of three years after our last shipment of this product at the same location. This offer is valid to anyone in receipt of this information.

(b) Customer-Provided Equipment. If you do not purchase or lease Equipment from Brightspeed you understand and acknowledge that BRIGHTSPEED, ITS AFFILIATES, SUPPLIERS, AND/OR AGENTS WILL NOT BE RESPONSIBLE/LIABLE IF YOU CANNOT ACCESS YOUR SERVICE, IF SERVICE DOES NOT FUNCTION CORRECTLY OR AT ALL, OR IF CUSTOMER EQUIPMENT, SOFTWARE, PERIPHERALS, DATA, OR EQUIPMENT IS DAMAGED. YOU WILL BE LIABLE TO BRIGHTSPEED FOR DAMAGE TO ANY EQUIPMENT LEASED FROM BRIGHTSPEED. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.

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

(a) Effective upon posting to <https://www.brightspeed.com/ew/legal/privacy-notice.html> , or of any written notice to you, including e-mail and messages on or with your invoice: (i) stop offering the Service and/or Leased Equipment, (ii) change the Service and/or this Agreement in a way that does not directly result in a material and adverse economic impact to you, and/or (iii) reduce MRCs or NRCs. Please check such Web site and your e-mail regularly for changes.

(b) Effective upon 30 days written notice to you, including email and messages on or with your invoice: (i) increase MRCs and/or NRCs, (ii) change the Service and/or this Agreement in a way that directly results in a material and adverse economic impact to you, and/or (iii) change the Dispute Resolution and Arbitration; Governing Law provision. Brightspeed may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

Except as specified in the Dispute Resolution and Arbitration; Governing Law provision below, your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and terminate your Service if you do not agree to the changes. The Term and Termination provision below describes how you can terminate your Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

5. Third-Party Services, Software and Equipment. Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through Brightspeed is subject to the third-party provider's terms and Brightspeed is not responsible or liable for any such services, software, or equipment.

6. Software.

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by Brightspeed or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including without limitation the terms and conditions of this Section.

(b) License. If the Software is accompanied by an end user license agreement ("EULA"), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, Brightspeed grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Service.

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- (c) No Modification.** You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of Brightspeed or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by Brightspeed or the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.
- (d) Ownership.** You acknowledge that Brightspeed or the third-party licensor or supplier of the Software, as applicable own all right title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.
- (e) No Export.** The Software may be used only in the United States and any export of the Software is strictly prohibited.
- (f) Updates, Upgrades, or Changes.** Brightspeed may update, upgrade or change the Software and related settings on your computer from time to time. You agree to cooperate with Brightspeed in performing such activities. A program downloaded to your computer when Service is installed will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with Brightspeed's Privacy Policies. You may choose to turn off the automatic updates function. If you order new Services from Brightspeed at a later date, and the automatic updates feature has been turned off, you may be prompted at that time to update Software currently on your computer before the new Software can be downloaded.
- (g) Termination.** Brightspeed may discontinue provision of the Software for any reason, including without limitation if Brightspeed's agreement with a software vendor is terminated. Additionally, for certain third-party vendors Software will no longer be functional if: (i) you or your End Users discontinue subscribing to the vendor product for which the Software was provided or to Brightspeed's Service; (ii) this Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Service under this Agreement expires and you have not purchased a new term. Upon termination of your Service or Brightspeed notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.
- (h) Federal Procurements.** This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other transaction with the Federal Government which calls for delivery or use of the Software by the Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software and documentation, and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon Brightspeed to make the Agreement effective, unless Brightspeed specifically so consents by separate written agreement. Please contact Brightspeed for Software manufacturer information.

7. Service Conditions. The following conditions apply to the Service. Brightspeed may suspend, terminate, or limit use of your Service if you violate any of these conditions.

- (a) Limits on Use.** Your use of the Service is subject to the applicable AUP posted at <https://www.brightspeed.com/aboutus/legal/consumer/legalnotices/acceptable-use-policy.html>. Also, you agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose if

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your Service is a residential service, or in a way that impacts Brightspeed network resources or Brightspeed's ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one high-speed Internet log-on session to be active at one time, except if using a roaming account when traveling, in which case 2 sessions may be active. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by Brightspeed. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents Brightspeed's ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You will not be in violation of this Agreement by allowing Service access to authorized employees, contractors, or users (i.e., the customers of the establishment or hotel/motel guests and patrons). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, Denial of Service (DoS), etc. It is the customers' responsibility to secure computers, servers, and equipment to avoid the opportunity of becoming exploited. Brightspeed may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all Brightspeed customers. Brightspeed is not responsible or liable for any Service deficiencies or interruptions caused by such events.

- (b) **Excessive Use Policy.** Your use of the Service is subject to the Brightspeed Excessive Use Policy located on the Brightspeed High Speed Internet Service Management page at <https://www.brightspeed.com/aboutus/legal/consumer/internet-service-disclosure/full-version>, including the usage limits applicable to the Service plan you purchased.
- (c) **No Resale, Distribution, Transfer, or Assignment.** You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with Brightspeed's prior consent and according to Brightspeed's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. Brightspeed may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.
- (d) **Authorized Use.** You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of your Services and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service and for maintaining a strong and confidential wireless network password. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. Brightspeed cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and Brightspeed makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service. **You agree that we, in our sole discretion, may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Agreement.**
- (e) **Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Brightspeed's ability to provide service to Brightspeed customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv)

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gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

- (f) **Monitoring and Testing the Service.** Brightspeed may, but is not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics that may be used for marketing purposes. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications, “apps”, and Web sites that may contain improper material. You will notify Brightspeed of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. Brightspeed may also test Service for maintenance purposes to detect and/or clear trouble.
- (g) **Data Management and Security.** BRIGHTSPEED STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. Brightspeed is not responsible or liable for the management or security of your data, including without limitation loss of your data or backup or restoration of your data, regardless of whether your data is maintained on Brightspeed servers or your computer or server.
- (h) **Port 25 Filtering.** Port 25 is primarily used for communication between e-mail servers. Filtering e-mail communication going to and from customers on port 25 improves network security and helps to reduce the spread of e-mail-borne viruses and reduce the overall volume of spam on the Internet. Port 25 filtering is a recognized Internet industry best practice for service providers and is used by Brightspeed to automatically protect your computer from being used by malware (typically caused by a virus) to send or relay spam. If you need to adjust port 25 filter settings, contact Brightspeed Technical Support (1 833-692-7773) or follow the instructions found at <http://internethelp.centurylink.com/internethelp/zam-port-25.html>.
- (i) **Intellectual Property Rights.** Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of Brightspeed and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Brightspeed grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by Brightspeed or will be implied or arise by estoppels, with respect to any Service.
- (j) **Location-Based Advertising.** You may receive advertisements based on the geographic area associated with your IP address, unless you specifically opt-out at <http://LocationBasedAdvertising.Centurylink.com>. Brightspeed does not share your address or any personally identifiable information with advertisers and you will not see additional advertisements as a result of this program, but you may see advertisements that are more relevant to your geographic area.

8. Installation, Maintenance and Support.

- (a) You may choose on-site installation for a charge or select the self-installation method. Charges may apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. Brightspeed will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in Brightspeed facilities (no charge if Brightspeed later finds the trouble was in Brightspeed facilities) or Brightspeed equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (A) Customer requests a service date change but fails to notify Brightspeed before the service date and Brightspeed technician is dispatched on the service date (will have to pay dispatch charge and Brightspeed will change the service date) or (B) Brightspeed technician dispatched for maintenance of service and no trouble is found in Brightspeed facilities (applies each time this happens). Any requested repairs to your facilities or equipment are not included in the dispatch fee, and will be charged on a time and materials basis. If you purchased networking equipment from Brightspeed and did not purchase a Network Backer service, Brightspeed will provide you telephone support for connectivity, and settings, on wireless networks created with the

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Brightspeed-provided networking equipment for 30 days from the date of the networking equipment purchase, at no additional charge.

9. Acceptable Use Policy. All use of the Services will comply with the applicable posted at <https://www.brightspeed.com/aboutus/legal/consumer/legalnotices/acceptable-use-policy.html>. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). Brightspeed may immediately terminate or suspend any account which Brightspeed believes is transmitting or is otherwise connected with any Spam. Further, Brightspeed may hold you liable for Brightspeed's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay Brightspeed liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

10. Privacy.

- (a) By using the Services, you acknowledge the Brightspeed Privacy Policy posted at <https://www.brightspeed.com/ew/legal/privacy-notice.html>, which describes how Brightspeed handles and protects your information, including customer proprietary network information, and how we market and communication with you. The Brightspeed Privacy Policy may change from time to time without notice to you. Brightspeed may provide customer information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under this Agreement; or to protect Brightspeed's or others rights or property regarding our services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. Additionally, Brightspeed its affiliates and third-party vendors, may access and use information regarding your bandwidth usage and performance of your Equipment, Software, and Service to: (a) perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities, (b) verify AUP compliance and network performance as well as (c) develop targeted marketing.

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

- (b) You understand and agree that Brightspeed and its partners, agents, and contractors may send you emails at the addresses you have provided, place phone calls and text messages to the phone numbers you have provided, or use automated telephone dialing equipment or artificial and prerecorded voice messages to contact you by phone or text messages in connection with the following: marketing offers or advertising content about Services or other Brightspeed provided services or information about Services or other Brightspeed-provided services which may include messages and calls related to installations, appointments, repairs, or collections. For phone calls and text messages, you understand and agree that Brightspeed may contact you at any phone numbers you have provided or will provide in the future, including wireless or mobile phone numbers. You understand that standard per minute and text message charges apply for phone calls or text messages to wireless or mobile phone numbers. You may revoke this express written consent by contacting Brightspeed at Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts), or by expressly opting-out on our Marketing Preferences website. You understand and agree this express written consent is not a condition of purchase.

11. Rates and Charges; Payment.

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(a) Rates and Charges. All Service and Equipment is provided to you at the Brightspeed's then-current standard or qualifying promotional MRCs and NRCs quoted to you during the ordering process and at the time(s) you order Service and/or Equipment. You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or lease charges, monthly Service charges, any applicable usage charges and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, Taxes, fees, surcharges and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. We may impose fees or surcharges to recover amounts assessed to us by third parties or related to Brightspeed's provision of Service or Equipment to you. These fees or surcharges are not Taxes and are not required by law, but are set by Brightspeed and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Service, Leased Equipment, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service. In the event Brightspeed offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment. You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

(b) Payment.

(i) Billing. Charges are billed monthly with MRCs and NRCs billed in advance and usage charges billed in arrears. Your first invoice covers both the partial month of Service and Leased Equipment from the date your Service is activated up to the first day of your first full month of Service, and your first full month of Service and Leased Equipment. Depending on your location, discounts and promotions may not apply during the partial month of Service. However, you still will receive all applicable Service discounts and promotions for the entire promotional period. You will pay all billed charges by the due date set forth in your billing statement, as well as any Late Charge. All payments must be made in U.S. currency.

(ii) Messages on or with your Invoice. Brightspeed may include important messages related to your Service or as required by state and federal authorities in the body of the invoice or as an attachment, link, or insert with your invoice. It is your responsibility to read and understand these messages.

(iii) Payment Services; Effect on Paper Invoices. You may view and pay your invoices from Brightspeed through Payment Services. Certain Brightspeed offers or promotions may require you to enroll in specified Payment Services as a condition to receiving such offer or promotion. Certain Payment Services send an email notification to you each month when your new invoice is available for review. However, if you are unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining an invoice copy and/or account balance by contacting Brightspeed via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts). To the extent permitted by applicable law, Brightspeed reserves the right to cease providing you a paper invoice via U.S. postal service once you elect to use or enroll in a Payment Service on a recurring basis. In such instances, you will no longer receive a paper invoice from Brightspeed. Brightspeed also reserves the right to assess additional charges to you if you are enrolled in a Payment Service but request Brightspeed to provide you with a paper invoice on either a one-time or continuing basis.

(A) Applicable Policies; Website, Acceptable Use and Privacy. You agree to comply with applicable Brightspeed policies, including the Brightspeed Website User Agreement, Brightspeed Acceptable Use Policy, and Brightspeed Privacy Policy, all as posted to <https://www.brightspeed.com/aboutus/legal> (or successor URL) and incorporated by this reference, when you use Payment Services. If you do not agree with the terms of any of these policies, do not use Payment Services. Payment Services utilize, in whole or in part, the public Internet and third party networks to transmit invoice information and your account and payment information. You

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acknowledge and understand that Brightspeed cannot guarantee that Payment Services are completely secure. Brightspeed is not liable for any lack of privacy which may be experienced with regard to the Payment Services. Brightspeed may, but is not obligated to, monitor the Payment Services for various purposes, and Brightspeed and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.

- (B) Unlawful, Abusive, or Fraudulent Purposes. Payment Services will not be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using Services in a way that: (1) interferes with Brightspeed's ability to provide Brightspeed Services or Payment Services to Brightspeed customers, (2) avoids your obligation to pay for Brightspeed Services, (3) constitutes a criminal offense, (4) gives rise to a civil liability, or (5) otherwise violates any laws.

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

- (A) You will provide all information necessary for Brightspeed to provide and bill for the Service and Equipment. You affirm that the information you supply to Brightspeed is correct and complete and will promptly notify Brightspeed whenever your personal or billing information changes. To use or enroll in a Payment Service, you must provide Brightspeed with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to Brightspeed. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating, or notifying Brightspeed, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.
- (B) You are solely and fully responsible and liable for all activities that occur under your Brightspeed account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify Brightspeed if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your Brightspeed account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to Brightspeed by contacting our customer service. You also agree to periodically change your passwords.
- (C) You authorize Brightspeed to provide information about and to make changes to your Brightspeed account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. Brightspeed will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

(v) Payment Information.

- (A) Payment Services. For your convenience, you may elect to have Brightspeed retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/charge card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with Brightspeed that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask Brightspeed to retain for you. You agree Brightspeed will not be responsible for any transactions rejected due to erroneous or outdated payment information. You also agree that Brightspeed will not be liable for any use, misuse, lost, stolen or incorrect account or payment information. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees.
- (B) Another Company or Financial Institution. If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's terms and conditions

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and you agree that you are responsible for any charges you may incur from the financial institution in order to make such online payments and that Brightspeed will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third party site does not match the same amount presented at the Brightspeed Website or on your printed Brightspeed invoice, Brightspeed's listed amount is deemed to be the accurate amount. In the event the amount listed at the Brightspeed Website and on your printed Brightspeed invoice do not agree, the printed Brightspeed invoice should be considered the correct invoice and should be used to determine the amount to be paid.

- (C) **Credit Card.** Regarding payments made by credit card, Brightspeed reserves the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide Brightspeed your credit card information, you authorize Brightspeed to automatically charge your provided credit card for all charges on your account, and Brightspeed will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement, to the extent possible. No chargebacks are available or permitted.
- (D) **Partial Payment.** Partial payments are acceptable, however Brightspeed's acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your Service beyond the normal disconnect date. Brightspeed's acceptance of late or partial payments (even those marked, "PAID IN FULL") and Late Charges will not constitute a waiver of any of Brightspeed's rights to collect the full amount due. If you are unable to pay an invoice in full prior to the due date, please contact Brightspeed via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts) before the due date.
- (E) **Invoice Charges; Collections; Other Restrictions.** We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Additionally, you may be subject to Service suspension or account termination at Brightspeed's discretion. You will be informed of such action if required by law. If Brightspeed uses a collection agency or initiates any legal action to recover amounts due, you agree to reimburse Brightspeed for all expenses Brightspeed incurs to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees. You will not pay for the Services (as defined above), or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Brightspeed to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement. Brightspeed reserves the right to terminate access to Payment Services for any account at any time.

(vi) Disputes. If you have any questions about your invoice or dispute a charge on your invoice, please contact Brightspeed customer service before the due date. The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. Except as otherwise provided by applicable law, you must notify Brightspeed of any disputes concerning any charges within 30 days after the date of your invoice. You accept all charges not disputed within 30 days. However, you may dispute charges resulting from your failure to return Leased Equipment to Brightspeed in the manner and according to the timelines described in this Agreement after the 30-day period described in this section, but such disputes may only specifically relate to the charges assessed for the Leased Equipment return. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all Brightspeed expenses incurred to recover such withheld amounts, including attorneys' fees. To dispute a charge on your invoice, you must follow the dispute procedures described in the "**Dispute Resolution and Arbitration**" section of this Agreement.

(vii) Deposit. Brightspeed may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and

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adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from the date Brightspeed received the deposit until the date Brightspeed refunded the deposit. If you receive Service, Equipment or software in a state that does not require Brightspeed to pay interest on deposits, Brightspeed will not pay any interest on such deposits. If you pay a deposit in connection with your Services and the state in which the Services are provided does not require Brightspeed to pay interest on that deposit, Brightspeed will not pay you any such interest.

12. Term and Termination.

- (a) **Month-to-Month Term.** Unless otherwise specified herein, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.
- (b) **Term Commitment and Early-Termination Charge.** IF YOU ORDER SERVICE WITH A TERM COMMITMENT, YOU AGREE TO MAINTAIN THAT SERVICE FOR THE ENTIRE TERM COMMITMENT PERIOD. IF YOU OR BRIGHTSPEED TERMINATE THAT SERVICE BEFORE THE END OF THE TERM COMMITMENT PERIOD YOU WILL BE REQUIRED TO PAY THE EARLY-TERMINATION CHARGE SET FORTH IN THIS AGREEMENT, WHICH IS EQUAL TO 100% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE FIRST TWELVE (12) MONTHS OF THE TERM COMMITMENT PERIOD PLUS 40% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE TERM COMMITMENT PERIOD AFTER THE FIRST TWELVE (12) MONTHS. FOR PURPOSES OF THIS SECTION, MOVING, CHANGING YOUR INTERNET SERVICE PROVIDER, OR MAKING A CHANGE TO ANY PART OF YOUR SERVICE THAT CARRIES A TERM COMMITMENT IS CONSIDERED TERMINATION OF THE ENTIRE SERVICE. THE EARLY-TERMINATION CHARGE IS NOT A PENALTY. RATHER, IT IS AN OFFSET OR RECOVERY OF BRIGHTSPEED COSTS RELATED TO EARLY TERMINATION AND THE DISCOUNTS ASSOCIATED WITH YOUR TERM COMMITMENT. THE EARLY TERMINATION CHARGE WILL BE WAIVED IF (A) YOU NOTIFY BRIGHTSPEED WITHIN 30 DAYS OF THE DATE YOU ORDERED THE SERVICE WITH A TERM COMMITMENT THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND (B) BRIGHTSPEED HAS NOT PERFORMED AND YOU HAVE NOT USED ANY OF THAT SERVICE. Brightspeed may waive the early-termination charge if you move or upgrade Service; your original term commitment period may start over. After the term commitment period, Service will continue month-to-month until terminated by you or by Brightspeed.
- (c) **Termination.** You may terminate this Agreement and your use of the Services at any time and for any reason by contacting Brightspeed via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts); **you cannot terminate your Service online or by e-mail.** Brightspeed does not monitor, and will not automatically cancel, Service for problems relating to domain name transfers. If you have trouble transferring your domain name and you wish to terminate Service, you must contact Brightspeed as indicated above. Whether or not your domain name transfers, you will be responsible for paying any outstanding amounts owed on your account through the date of termination. Brightspeed may terminate this Agreement, your password, your account, and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if Brightspeed believes you or someone using your account has violated this Agreement. Brightspeed may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Brightspeed and is subject to applicable charges. If Services are terminated by you or Brightspeed on any day other than the last day of your applicable billing cycle, your payment for that month of Services and Leased Equipment will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle.
- (d) **Return of Leased Equipment.** Upon termination, you must promptly return your Leased Equipment to Brightspeed by following the return process found at <https://www.brightspeed.com/help/internet/modems-and-routers/how-to-pack-and-return-the-modem.html>. Brightspeed will, at its option, either: (1) charge you the Equipment Charge if Brightspeed does not receive the Equipment within 30 days after termination; (2) charge you the Equipment Charge upon termination and credit you back for such charge ONLY if

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Brightspeed receives your Equipment within 30 days following termination; or (3) continue to charge you for the Equipment until Brightspeed receives the Equipment. Upon your termination of Fixed Wireless, we may dispatch a technician to uninstall and remove Fixed Wireless Equipment, at no cost to you.

- (e) **Deletion of Data upon Termination.** Upon termination of your Service, Brightspeed may immediately delete all data, files, and other information stored in or for your account or on your Web site without notice. In certain circumstances you may request that Brightspeed reactivate your account and restore your deleted Web hosting and email data. Brightspeed must receive your request no later than 90 days after termination.
- (f) **Seasonal Service (Vacation Service).** Residential customers with qualifying Service may temporarily suspend Service ("Seasonal Service" or "Vacation Service") for a minimum of 30 days at Brightspeed's then-current Vacation Service rates and charges. If you put your Service on Seasonal Service, your Service will be unavailable for your use. And, if you use your Service to support Internet-based calling (e.g., voice over Internet protocol (VoIP)), you will **not** be able to make **any** incoming or outgoing calls, including 911 calls, from your service address unless and until you have Brightspeed re-activate your Service. While you are on Seasonal Service, any term commitment period will continue to run.

13. Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

- (a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. BRIGHTSPEED EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. BRIGHTSPEED RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.
- (b) BRIGHTSPEED IS NOT LIABLE FOR DAMAGES ARISING OUT OF OR IN A CONNECTION WITH ANY ACT OR OMISSION BY YOU OR ANOTHER PERSON OR ENTITY, ANY FAILURE OR DELAY IN MAKING PAYMENT SERVICES AVAILABLE TO YOU FOR ANY REASON AT ANY TIME, OR CONTENT OR INFORMATION ACCESSED WHILE YOU USE PAYMENT SERVICES, OR ANY CAUSE OF ACTION RESULTING FROM YOUR USE OR ATTEMPTED USE OF PAYMENT SERVICES IN ANY MANNER. BRIGHTSPEED HAS NO LIABILITY IF: (A) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWING THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (B) BRIGHTSPEED IS PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (C) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (D) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (E) THERE ARE ANY DELAYS OR FAILURES IN PERFORMANCE OF PAYMENT SERVICES, THE ELECTRONIC FUNDS TRANSFER SYSTEM, CREDIT CARD/DEBIT CARD PROCESSING SYSTEMS, OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND BRIGHTSPEED'S REASONABLE CONTROL. ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER, INCLUDING BUT NOT LIMITED TO INSUFFICIENT FUNDS, ACCOUNT CLOSED OR INVALID ACCOUNT NUMBER, ARE DEBITED FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR BRIGHTSPEED ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON OUR RECEIPT OF THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, E.G., CASH, CASHIER'S CHECK, OR MONEY ORDER.
- (c) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER BRIGHTSPEED HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT EVEN IF ANY SUCH DAMAGES ARE CAUSED BY

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BRIGHTSPEED, ITS AFFILIATES, AGENTS, OR CONTRACTORS.

- (d) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15 BELOW IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 13, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCS OR USAGE CHARGES PAID BY YOU TO BRIGHTSPEED FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. BRIGHTSPEED'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCS AND USAGE CHARGES PAID BY YOU TO BRIGHTSPEED UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").
- (e) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY AND THE THIRDPARTY FAILS TO PROVIDE THAT SERVICE, BRIGHTSPEED WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.
- (f) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.
- (g) As part of providing Service we may access your premises, computer hardware and software, and your networking and high-speed Internet-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or such equipment. Brightspeed liability is limited to damage arising from willful misconduct or grossly negligent acts of Brightspeed technicians in accessing your premises, computer, or networking and high-speed Internet-related equipment up to \$500. This is your sole remedy for such activity and neither Brightspeed nor its affiliates, agents, or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct, and is NOT part of any benefit under this Agreement.
- (h) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

15. Warranty.

- (a) **Limited Warranty for Equipment.** Brightspeed extends a Limited Warranty to the original lessor or purchaser (you) for the Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from Brightspeed at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

LIMITED WARRANTY

- (i) This Equipment is warranted by Brightspeed to the person originally purchasing or leasing the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the modem lease, only (for modems leased from Brightspeed); (B) for a period of one year from the date of Equipment purchase (for networking equipment purchased from Brightspeed (other than a modem) if Network Backer service is also purchased and/or modems purchased from Brightspeed); and (C) for a period of 30 days from the date of Equipment purchase or lease (for networking equipment (other than a modem) purchased or leased from Brightspeed if Network Backer service is not purchased). Notwithstanding the foregoing, any unexpired limited warranty period for networking equipment will expire immediately upon termination of your Network Backer service and you will have no further warranty for such equipment.
- (ii) This Limited Warranty covers only the basic operations of the Equipment, and Brightspeed does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, or operating or other

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system. If the Equipment malfunctions due to a manufacturing defect, before the one-year term expires, Brightspeed will replace or repair it, at its option, without charge, so long as (A) you notify Brightspeed by calling the correct number set forth in Section 15(a)(vi) below, report that the Equipment's basic operations are not functioning properly, and cooperate with the Brightspeed representative to evaluate the circumstances; (B) the date you so notify Brightspeed is within the warranty period specified above; and (C) you promptly return the Equipment as provided in the Return Policy & Procedure found at <https://www.brightspeed.com/help/internet/modems-and-routers/how-to-pack-and-return-the-modem.html>. Brightspeed will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within thirty (30) days after you comply with (A) through (C), above; (2) provide you with an expedite option whereby Brightspeed will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, Brightspeed may charge you, via a credit card that Brightspeed accepts or other means Brightspeed chooses, for the full retail cost of the replacement Equipment ("Advance Charge"). If you return your defective Equipment to Brightspeed according to the Return Policy & Procedure found at <https://www.brightspeed.com/help/internet/modems-and-routers/how-to-pack-and-return-the-modem.html>, and Brightspeed receives your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, Brightspeed will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option that you and Brightspeed may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

- (iii) **Repaired/Replacement Equipment.** Brightspeed may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at the sole discretion of Brightspeed. This Limited Warranty will apply to the replaced or repaired Equipment, for ninety (90) days or until the end of the warranty period set forth herein, whichever is longer. All replaced products or parts become the property of Brightspeed and will not be returned.
- (iv) **Exceptions and Exclusions.** This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by Brightspeed, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty.
- (v) **No Other Express Warranties and Limitation of Implied Warranties.** This Limited Warranty is the only express warranty extended by Brightspeed in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- (vi) This Limited Warranty is extended to the person originally purchasing or leasing the Equipment, and no others. If you have questions or comments, please contact us at the websites below.

Consumer/Residential accounts, please visit [Residential Customer Service](#)
Small Business accounts, please visit [Small Business Customer Service](#)
Large/Enterprise/Global Business & Government accounts, please visit [Enterprise and Strategic Customer Service](#)

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

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, EQUIPMENT, INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEEDING SECTION, BRIGHTSPEED PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION,

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WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. BRIGHTSPEED DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY BRIGHTSPEED, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. BRIGHTSPEED IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. BRIGHTSPEED TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. BRIGHTSPEED MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

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

17. Dispute Resolution and Arbitration; Governing Law. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. THE ARBITRATION PROVISION IS SET FORTH BELOW IN PARAGRAPH (a) ("ARBITRATION TERMS"). YOU MAY REJECT THE ARBITRATION TERMS PROVISION BY SENDING US WRITTEN NOTICE TO THE ARBITRATION NOTICE ADDRESS PROVIDED BELOW WITHIN 30 DAYS AFTER YOU BEGIN RECEIVING THE SERVICES. YOUR REJECTION NOTICE MUST STATE THAT YOU REJECT THE ARBITRATION TERMS PROVISION AND INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND PERSONAL SIGNATURE.

(a) Arbitration Terms. You agree that any dispute or claim arising out of or relating in any way to the Services, Equipment, Software or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), will be resolved by binding arbitration. This means that the arbitrator, and not any court, shall have exclusive authority to resolve any dispute or claim arising under or relating to (among other subjects) the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any dispute or claim that all of this Agreement, or any part of this Agreement other than this arbitration, provision, is void, voidable, lacking in consideration, illusory, invalid, unconscionable, or for any reason unenforceable. The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to Brightspeed. This section shall survive the termination of this Agreement to the greatest extent allowed by law. For example and without limitation, if after the termination of this Agreement you bring a dispute or claim in whole or in part based on, or related to, events or omissions that occurred while you were a Brightspeed customer, this section shall still apply.

(i) Arbitration Procedures. Before commencing arbitration you must first present any claim or dispute to Brightspeed in writing to allow Brightspeed the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration. The arbitration shall be conducted by the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Colorado state law, without regard to choice of law principles, shall otherwise

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govern and apply to any and all claims or disputes. All face-to-face proceedings shall be conducted at a location which is reasonably convenient to both you and Brightspeed. Arbitration is final and binding. Any arbitration shall be confidential, and neither you nor Brightspeed may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. The arbitrator may award any relief or damages that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides. Judgment on any arbitration award may be entered in any court having jurisdiction.

(ii) Costs of Arbitration. The party requesting arbitration must pay the applicable AAA filing fee, except that if you are an individual using the Services for household or personal use and you initiate arbitration against Brightspeed: (1) you must pay one-half the arbitrator's fees up to a maximum of \$125 if your claim does not exceed \$10,000; (2) you must pay one-half the arbitrator's fees up to a maximum of \$375 if your claim is more than \$10,000 but less than \$75,000; and (3) you must pay an Administrative Fee in accordance with the AAA's Commercial Fee Schedule if your claim exceeds \$75,000 or if your claim is non-monetary. Except as provided in the preceding sentence, each party shall pay its own expenses of the arbitration, including the expense of its own counsel, witnesses, and presentation of evidence at the arbitration. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

(iii) Changes. Notwithstanding any provision in this Agreement to the contrary, if Brightspeed makes any future change to this Arbitration Terms provision during the period of time that you are receiving Services, Brightspeed agrees to send you the required written notice (including email) of any such change. You may reject any such change by sending Brightspeed a responsive written notice within 30 days to the Brightspeed address provided in the Notices section below. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No such future changes, however, that are made to this provision after either party has submitted a written notice of dispute shall be effective as to your and Brightspeed's pending dispute and/or arbitration.

(b) Waiver of Jury and Class Action. By this Agreement, both you and Brightspeed are waiving rights to litigate claims or disputes in court (except small claims court as set forth in paragraph (a) above). Both you and Brightspeed also waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

18. Notices. Except as otherwise provided herein, all required notices to Brightspeed must be in writing and sent to 931 14th Street, 9th Floor, Denver, CO 80202; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you either when you ordered Service or Equipment or at a later time. You agree to provide Brightspeed with any and every change to your e-mail address by reason by contacting Brightspeed via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts). If you fail to provide updated e-mail address information to Brightspeed, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you.

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

19. General. If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. Brightspeed will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements and policies and posted information referenced herein, constitutes the entire agreement between you and Brightspeed with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter

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hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and Brightspeed related to the Service, Software, or Equipment, the provisions of this Agreement will control. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any Brightspeed employee, vendor, contractor, or agent at any time. Brightspeed reserves the right to terminate your Services, Software, and Equipment without notice in the event of such behavior.

Please contact Brightspeed via the methods described on the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise and Strategic Customer Service (Large/Enterprise/Global Business & Government accounts) if you have any questions regarding your account or want more information about your Services and/or account.

Where required by law, customers who cancel their Service within the first three days, or seven days, as applicable, following acceptance of this Agreement will be refunded all charges incurred with respect to their account.