# Internet Access — Terms and Conditions of Service

June 2024

THESE TERMS AND CONDITIONS OF SERVICE APPLY TO INTERNET ACCESS SERVICES PROVIDED BY OHIO TRANSPARENT TELECOM ("OTT") **.**

Internet access services (individually, the **"Service"**) provided to you by OTT are subject to your compliance with the terms and conditions set forth in these "Internet Access -- Terms and Conditions of Service" (the **"Terms and Conditions"**). Any terms or conditions included on any Work Order, Services Agreement, point-of-sale purchase receipt, E-SIGN recording of a non-written contract, Promotional Offer, Acceptable Use Policy, or Privacy Policy are incorporated into and made a part of these Terms and Conditions, which collectively form the Agreement between you and OTT (the **"Agreement"**). By accessing and using the Service, you represent and agree that you have read, understand, and consent to be bound by the Terms and Conditions of the Agreement. If you do not consent to be bound by the Terms and Conditions of the Agreement you must not use the Service or register as a subscriber of the Service, and must promptly call OTT at 888.494.0549, Option 3, to cancel the Service.

OTT may revise the Agreement at any time by posting a revised version on OTT's website at the following address: https://ohiott.com/terms/, or by notifying you by email, conventional mail, telephone, or on your OTT monthly bill. You are responsible for periodic review of the Agreement and must be aware of any such revisions. The modified terms will become effective three (3) days after posting to the website or, if we notify you by email, conventional mail, telephone, or on your monthly bill, effective as stated in such message. By using the Service after any such modification, you agree to the latest version of the Terms and Conditions. However, any changes to the resolution of disputes provisions in Section 12 will not apply to any disputes for which the parties have actual notice on or prior to the date the change takes effect.

If any revision to the Agreement is unacceptable to you, you may terminate your subscription to the Service as provided in Section 15 herein. Further, if you violate any of the terms and conditions contained within the Agreement, OTT may terminate and/or suspend your access to the Service without notice.

## 1. Account

Upon acceptance of your application for service (which application may include a credit check),and receipt of any applicable deposit(s), you will become a subscriber to the Service. By registering as a subscriber to the Service, you will receive an account (**"Account"**). **Your Account is for residential use only unless specifically agreed in writing by OTT and designated as a "business" or "business-class" service.** You are solely and legally responsible for all activities conducted through your Account and any sub-accounts or usernames under your Account, and agree that you will only use the Service for lawful purposes. You may permit another individual, including a minor, in your household to use your Account subject to your supervision, in which case you will retain all legal responsibility for the Account.

You agree to provide accurate and complete registration information and to update this information when it changes. Failure to provide such accurate, complete and updated information shall constitute a breach of this Agreement and unauthorized access to the Service, and may result in immediate termination of your Account and subject you to civil and/or criminal liabilities.

You agree not to use the Service or the Equipment in connection with, or to provide access to the Internet for, life-safety, fire, or emergency communication devices or systems requiring fail-safe performance or in which a delay or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (collectively, "Life Safety Devices and Systems"). Life Safety Devices and Systems include audible and visual signals (e.g., bells, horns, speakers, and strobes); automatic detectors for fire protection and other life safety hazards (e.g., heat, smoke, flame, gas, and biohazards); paging systems and devices, including coded sound and visual type; smoke, carbon monoxide, and combination alarms; access control systems; elevator monitor status systems and elevator VoIP call systems; first responder interface systems; and mass notification systems. You acknowledge and understand that the Service may be delayed or interrupted in the event we have scheduled maintenance, there is a power outage, or due to other reasons beyond our control. In the event Service is delayed or interrupted, any devices that you have connected to the Service will not be connected to the Internet. You agree that OTT will not be liable to you for any failure of Life Safety Devices and Systems, or any Wi-Fi enabled device connected to the Service, in the event the Service is delayed or interrupted.

## 2. Acceptable Use

If OTT becomes aware, through subscriber complaints or otherwise, of any Content (as defined in Section 5 below) that is available by you, your customers, or generally made available through your Account or in a Public Area (as defined in Section 5.1.1 below), and OTT, in its sole discretion, considers such Content to be libelous, defamatory, invasive of privacy or publicity rights, threatening, abusive, illegal, obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise

objectionable or would constitute or encourage a criminal offense, violate the right of any party, or otherwise give rise to liability, violate any law, or violate the Agreement, OTT shall have the right, but not the obligation, to immediately remove such Content and/ or to terminate your Account without notice. This policy applies to any Content made available by you, your customers, or generally made available through your Account.

As a subscriber, you agree not to use the Service to:

- **a.** upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- **b.** harm minors in any way;
- **c.** impersonate any person or entity, including, but not limited to, an OTT employee, contractor or agent, or falsely state or otherwise misrepresent your person or entity;
- **d.** forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- **e.** upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- **f.** upload, post, email, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- **g.** upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- **h.** upload, post, email, transmit, or otherwise make available any material that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- **i.** disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- **j.** interfere with, disrupt, or cause a disruption to the Service, servers, or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- **k.** intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- **l.** "stalk" or otherwise harass another; NOR
- **m.** collect or store personal data about other users.

Any violation of this provision will constitute a breach of the Agreement, and OTT reserves the right in its sole and absolute discretion to temporarily or permanently suspend or terminate your access to the Service without notice.

## 3. Internet Access -- Privacy Policy

### 3.1. General

We respect your privacy and are committed to protecting personally identifiable information you may provide us by visiting our website or that we may obtain or collect from you with respect to your use of the Service. This Internet Access Privacy Policy will instruct you on how to manage the collection and use of your personal information in connection with your use of Internet Access service. Should you have any questions related to the privacy of your data please feel free to contact us at: cs@ohiott.com This Privacy Policy is effective on the date posted above and may be amended from time to time.

### 3.2. Types of Information Collected

OTT collects and maintains the following types of information on Internet Access subscribers:

a. Personally Identifiable Billing Information

This information includes your name, address, email address and telephone number, as well as financial account information (e.g. credit or debit card numbers, bank account numbers, etc.) which you have actively submitted, which may be required for billing purposes. If we obtained a credit report in connection with the opening of your account, it may also include information included in the credit report. As this information is of a very personal and sensitive nature, it is not used for any other purpose other than billing.

b. Non-Personally Identifiable Information

This information is data about usage and Service operation that is not associated with a specific personal identity. Examples of this type of information include the type of Internet browser and the type of computer operating system you are using. We collect and analyze non-personally identifiable information to evaluate subscribers' use of the Service and to enhance subscribers' online experience. Most non-personally identifiable data is collected via cookies or other analysis technologies.

**3.3.** How We Use Personally Identifiable Information

When you do provide us with personally identifiable information, we may use that information in the following ways:

- **a.** to contact you;
- **b.** to install, configure, operate, provide, support, and maintain the Service;
- **c.** to manage the network supporting the Service;
- **d.** to confirm you are receiving the level(s) of service requested and are properly billed;
- **e.** to make you are aware of new products or services that may be of interest to you;
- **f.** to understand the use of, and identify improvements to, the Service;
- **g.** to detect unauthorized reception, use, or abuse of the Service;
- **h.** to determine whether there are violations of any applicable policies and terms of service;
- **i.** to obtain a credit report or to contact a creditor; and
- **j.** to comply with law.

**3.4. Disclosure of Email Content**

OTT will not randomly monitor or disclose the contents of private communication (e.g., email). However, OTT reserves the right, as permitted by law, to monitor or disclose the contents of private communication if it in good faith believes that such action is necessary under the following conditions:

- **a.** to comply with applicable law, regulation or valid legal process (e.g., warrant, court order);
- **b.** to protect and defend the rights or property of OTT; and/or
- **c.** in emergencies when personal safety is at issue.

**3.5. Email Contact from OTT**

OTT is an ardent advocate of online privacy. As a result, we do not take Spam or other Unsolicited Commercial Email (UCE) lightly. With this in mind, OTT may still occasionally contact its subscribers via email. For this reason, OTT reserves the right to use its subscriber email database as follows:

**a. Email Programs**. On occasion, OTT may elect to contact subscribers by email about forthcoming Services offerings or changes to the Service, or solicit subscriber assistance with our ongoing customer care and performance improvement programs. All such contacts will consist of a single, brief email describing the Services offered or subject to change, or the customer care / services improvement initiative. Subscribers will be given options as to how to respond with respect to the content of the email. With each such email, you will be given the opportunity to opt out of future emails of a similar nature.

1. **Subscriber Surveys.** OTT is committed to providing outstanding customer service. As part of our ongoing performance improvement efforts, we may occasionally ask subscribers to participate in online surveys or other studies designed to improve the performance and usability of our products and Services. Participation in such surveys is always optional.

2. **Notice of New or Changing Services.** OTT may contact its subscribers via email with information regarding new services and new features. OTT provides its subscribers with the option to subscribe to these new features or Services, which will require some affirmative action on the part of the subscriber if they will increase subscribers' costs or fees. If the new features or Services will not increase the subscribers' costs or fees, OTT may provide subscribers with an opportunity to decline installation of the new features or Services if feasible. In both cases, OTT will provide instructions in the email as to how to subscribe to or decline the Services, as well as how to opt out of receiving similar notices of new Services and features in the future where such new Services or features are optional.

**b. Communications Related to Transaction Account, Website, and Maintenance Activities.** You may receive email communications from us related to your account, the Services, and website and Services maintenance activities. In the event of system upgrades, OTT may contact you via email with additional information and instructions relative to the changes. Upon receipt of these notices, you are responsible for any follow-up actions described therein. If the

instructions are unclear, please contact us at 888.494.0549, Option 2. Email System Notifications will only be distributed when absolutely necessary. Subscribers may not opt out of emails concerning System Notifications at this time.

### 3.6. Parental Consent Required; Use of Service by Persons Younger than 18

Our Services are marketed to be purchased by adults, or with the consent of persons 18 or older. From time to time, parents and guardians may permit their children under 18 to use the Service. However, OTT does not knowingly allow anyone under 18 to provide any personally identifiable information, and OTT does not knowingly collect personally identifiable information from, anyone under 18 via the Service. Furthermore, the law would require us to obtain verifiable parental consent before knowingly collecting any personally identifiable information from children under the age of 13. While OTT does not collect personally identifiable information from children under the age of13, all children should obtain permission from a parent or guardian before sending personal information over the Internet. Any violation of this provision may constitute a breach of the Agreement and OTT, it its sole discretion, may suspend or terminate your access to the Service without notice.

## 4. Content

### 4.1. Subscriber Content

You are solely responsible for all information, technology, products, processes, data, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as “Content”) that you transmit through your Account and/or make available on or through your website or any of your customer’s websites. You will not use, or allow others to use, the Service to send or receive, or otherwise use any Content which infringes the patents, trademarks, copyrights, trade secrets, or proprietary rights of any other person or entity.

#### 4.1.1 Compliance with Digital Millennium Copyright Act

You agree to fully comply with copyright law and all provisions of the Digital Millennium Copyright Act of 1998 (the “**DMCA**”) and to fully cooperate with OTT in its efforts to comply with the DMCA. OTT may investigate any reported violation of its policies or complaints of infringement relating to your use of the Service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, and suspension or termination of your Account and access to the Service. In the event that you believe that any third party has infringed on any copyrighted material of yours, you shall provide OTT with notice in compliance with the provisions of the DMCA. Furthermore, you agree that OTT shall have no liability until such time as such notice has been actually received. If OTT receives a valid notice that your use constitutes alleged infringement, OTT will take action consistent with the requirements of the DCMA, including but not limited to terminating your Account and access to the Service.

### 4.2. Service Content

**4.2.1 Accessing Content** You acknowledge that:

1. The Service permits access to Content that is or may be protected by copyrights, trademarks, patents or other proprietary rights (including intellectual property) (“Rights”) owned by OTT and other third parties;
2. These Rights are valid and protected in all media existing now or later developed; and
3. Except as is explicitly provided otherwise, applicable copyright and other intellectual property laws shall govern your use of Content; provided, however, that such use does not grant you a license under any of the Rights in the Content described herein.

All such Rights are retained by OTT and its affiliates and/or any third-party owner of such Rights. Further, you agree that you may use the Services to transmit only: Content that is not encrypted; Content that is not subject to any Rights; and/or Content for which any holder of Rights has given express authorization for its distribution.

#### 4.2.2 Intellectual Property Rights in Content

You understand that rights in any Content that is copyrighted by a third party is claimed and reserved by OTT or such third party and may not be copied, used, uploaded, posted, transmitted, distributed or reproduced in any way without the express written consent of OTT or the applicable third-party.

#### 4.2.3 Use of Trademarks or Service Marks

The Ohio Transparent Telecom and OTT names and logos and all related product and service names, design marks and slogans (the “Marks”) are the trademarks or service marks of OTT and its affiliate companies (collectively, “OTT”). You are not authorized to use any of the Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of OTT.

## 5. Customer System Requirements; Required Hardware; Required Software

### 5.1. Customer System Requirements

In order to receive the Service, you must use OTT provided hardware as our modems/gateways are specially configured to provide optimum service and enables OTT to remotely troubleshoot issues should you require technical support. If you choose to provide your own equipment OTT cannot guarantee that your service will work and charges may apply for technical support. The charges for this technical support area $99 per deployment to your service location.

OTT reserves the right to determine which hardware and software is deemed optimal for delivering the Service, and to require that you use it, by performing certain software and hardware upgrades, including but not limited to: (i) distributing new equipment to be used in connection with the Service; and/or (ii) upgrading modem software and/or settings. Periodically, we will upgrade our network infrastructure. As this occurs, OTT reserves the right to establish new requirements by: (i) remotely upgrading or resetting modem equipment; and/or (ii) requiring Subscribers to install new equipment and software. If you are providing your own modem/gateway, you will be responsible for upgrading your equipment and will incur charges for OTT technical support to provide you with any necessary software upgrades to your service.

### 5.2. Hardware Agreement

#### 5.2.1 Equipment

In order to receive the Service, OTT may need to install (or may need you to install) certain equipment in or on your home. Some or all of the equipment listed below (**"Equipment"**) will be installed by OTT or provided to you, as applicable and/or required, and all Equipment belongs to OTT. OTT reserves the right to charge subscribers for use of the Equipment.

1. Wireless Antenna/Modem (e.g., Nokia Fast Mile or Indoor Fast Mile CPE, BEC AirConnect Router)
2. Wireless Access Point (WAP) (e.g., Eero 6 indoor unit)
3. Power Cords for all above Equipment
4. Mounts for any Equipment
5. Connecting cables for any Equipment

OTT grants you a non-exclusive, non-transferable, limited license to use the Equipment to access OTTs network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft, or physical damage to the Equipment is your responsibility.

#### 5.2.2 Installation

OTT will inform you whether your equipment is capable of self-install or needs to be installed by OTT. For equipment capable of self-install, you may either self-install the Equipment or have OTT perform the installation. If OTT performs the installation a premises visit charge will be assessed and billed to you on your OTT monthly bill and you agree that OTT may mount equipment to your home and make cable penetrations to support the Service(s) as needed. In any event, OTT assumes no responsibility or liability for damages to your computer system, network, or home as a result of your attempts to install the Equipment or any installation performed by OTT.

#### 5.2.3 Termination and Cancellation Policy

**A.** OTT does not anticipate that you will fail to pay for the Service(s) on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Service(s) on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

**B.** **Equipment Termination Charge:** When terminating service you must return the Equipment to OTT or permit OTT to collect the equipment, or you will be charged for the remaining fair market value of the equipment (the **"Equipment Termination Charge"**).The Equipment Termination Charge will appear on your monthly OTT bill unless you return these items, undamaged, on or before the 5th calendar day from the day on which you or we terminate your Service (the **"service termination date"**). If you return the undamaged items after more than 5 calendar days but within 30 calendar days from your service termination date, you will see the Equipment Termination Charge and an equivalent credit on your monthly bill. You will not receive any credit for returning these items unless they are received by OTT within 30 calendar days of your service termination date.

**C.** **Cancellation Billing Policy:** The monthly charge for Internet service will not be prorated for the final partial month of service. The full monthly service fees will apply, even if your service is active for only a partial month.

**D.** OTT will not disconnect all or part of a subscriber's internet service for nonpayment until the bill is at least fourteen

(14) days past due.

**5.2.4 Prohibition on Customer Access to Equipment, Software and/or Facilities**

You agree that you will not access or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by you to access and/or subvert any network security measures of OTT or any other network shall entitle OTT to immediately terminate your access to the Service without notice.

**5.2.5 Limitation of Liability and Disclaimer of Warranties for Equipment** The following is capitalized to emphasize its importance.

IN NO EVENT WHATSOEVER WILL OTT BE LIABLE FOR ANY DAMAGES TO THE EQUIPMENT, INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, USE OR DATA, EVEN IF OTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, “OTT” IS DEEMED TO INCLUDE AGILE NETWORK BUILDERS, LLC, ITS PARENT COMPANY, AND THE RESPECTIVE SUBSIDIARIES AND AFFILIATES OF EACH, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

THE EQUIPMENT IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY THAT THE EQUIPMENT IS REASONABLY FIT FOR THE PURPOSE FOR WHICH IT IS TO BE USED AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION.

By using the Service you are agreeing to these terms. This limitation of liability and these disclaimers of warranties allocate the risks of the Agreement between us and you. This allocation is reflected in the pricing of the Services and is an essential element of the basis of the bargain between us.

**5.3. Software Agreements.** OTT may install third-party software on the Equipment as it deems necessary to provide you the OTT Services. Any software authorized by OTT for you to use with the Equipment (e.g., Eero Insights) is expressly subject to the license terms and conditions specified by the provider of such software and may be protected by applicable copyright or other intellectual property laws and treaties. You must respect the intellectual property rights of others while using the Services.

## 6. Networking

### 6.1 Networks or Equipment not supplied or installed by OTT

The OTT help desk does not advise or assist with networks or equipment related to networks not supplied or installed by OTT. Customer inquiries regarding networking should be directed to third party computer technicians and network equipment manufacturers.

### 6.2 Networks and Equipment supplied or installed by OTT

The OTT help desk offers technical support for networks and equipment supplied or installed by OTT. Subscribers can reach the OTT help Desk by calling 888.494.0549, Option 2. OTT networks and equipment are subject to the specific terms and conditions of the relevant contract(s), terms of service and/or other customer agreement established and agreed to at the time of purchase and/or installation of each.

## 7. Service Speed

OTT Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your area. Not all service speeds are available in all areas. OTT does not guarantee that the Service, Equipment, or other equipment authorized by OTT for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by OTT refers to the Internet access speed provisioned to a subscriber on a per line and not a per-device basis. The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer’s computer, network, or other device; the number of computers or other devices in use in the customer’s home network; concurrent use of Internet access and a TV video on demand service, which consumes

Internet access bandwidth; the distance of the home from the type of OTT network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

**8. Unsolicited Commercial Email**

As a subscriber to the Service, you agree that you will not send Unsolicited Bulk Email (UCE) or "SPAM", or Commercial advertisements without the prior written consent of OTT. You understand that OTT may, in its sole discretion, immediately terminate your Account and access to the Service without notice if you send UCE, SPAM, or commercial advertisements in.

**9. Disclaimer of Warranties; Limitation of Liability**

The following is capitalized to emphasize its importance.

YOU EXPRESSLY AGREE BY YOUR USE OF THE SERVICE THAT YOUR USE OF THE SERVICE, ITS CONTENT, AND RELATED SERVICES AVAILABLE ON OR LINKED TO THE OTT WEBSITE ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

OTT DOES NOT WARRANT THAT ANY OF THE SERVICE, EQUIPMENT, OR OTHER EQUIPMENT AUTHORIZED BY OTT FOR USE IN CONNECTION WITH THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. OTT SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT (INCLUDING ANY OTHER EQUIPMENT AUTHORIZED BY OTT FOR USE IN CONNECTION WITH THE SERVICE), RENDER THE EQUIPMENT OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

OTT does not:

- Guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked to the OTT website;
- Make any endorsement, express or implied, of any other websites, services, goods or advertisements that may be linked to the website;
- Check for licenses with respect to licensed professions or trades prior to publishing advertisements and does not assume the responsibility for monitoring the use of trademarks, certifications, or other rights of third parties; NOR
- Warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected. The Service and any Equipment or software made available are provided on an "as is" basis.

IN NO EVENT SHALL OTT NOR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR: (I) BUSINESS INTERRUPTION, OR LOSS OF PROFITS, REVENUE, USE OR DATA, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THE SERVICE, WEBSITE, OR THE USE, RELIANCE UPON, OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM THE WEBSITE, EVEN IF OTT OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH OR HYPERLINKED FROM THE SERVICE.

For purposes of this section, "OTT" is deemed to include: Agile Network Builders, LLC; its parent company; the respective subsidiaries and affiliates of each; and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of each of them.

By using the Service you are agreeing to these terms. This limitation of liability and these disclaimers of warranties allocate the risks of the Agreement between us and you. OTT relies on this allocation, which is reflected in the pricing of the Services, and is an essential element of the basis of the bargain between us.

**11. Indemnification**

You agree to defend, indemnify, and hold harmless OTT, its affiliated companies and their respective directors, officers, employees and agents from all liabilities, actions, suits, proceedings, claims, damages and expenses, including without limitation, reasonable attorney's fees, arising from or relating to your use of the Service, the website and your Account. OTT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

## 12. Resolution of Disputes

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this agreement.

### 12.1. Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent, or affiliate companies, arising out of or relating to this Agreement, our Privacy Policy, our Acceptable Use Policy, or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud , misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

### 12.2. Arbitration Procedures

You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-2241810. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. As set forth below, you and we both agree that any arbitration will be solely between you and OTT, not as part of a consolidated, class-wide, or representative claim (that is, not brought on behalf of or together with another individual's claim). An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class-wide, or representative basis. Except as set forth in Section 12.4, below, if any portion of this arbitration clause is determined to be inapplicable or invalid by a court, arbitrator, or state or federal agency with proper jurisdiction, then the remainder shall still be given full force and effect. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Both you and we agree that all issues relating to the validity of this agreement to arbitrate will be decided by a court (including but not limited to the substantive scope of our agreement to arbitrate or whether consolidated, class-wide, or representative arbitration is allowed), and do not intend to confer any such powers on an arbitrator.

### 12.3. Costs of Arbitration

For claims of less than $1,000, you will be obligated to pay $25 and we will pay all other administrative costs and fees. For claims over $1,000 but under $75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of $75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

### 12.4. Waiver of Class Actions

By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis only and not on a consolidated, class-wide, or representative basis or the like. If for any reason any court, arbitrator, or state or federal agency with proper jurisdiction holds that this restriction is unconscionable or otherwise unenforceable, then we both agree: (i) that this agreement to arbitrate will be invalidated and terminated and the dispute must be brought in court; and (ii) you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity. In the event that this arbitration agreement is invalidated and terminated in accordance with this Section 12.4, both you and we agree to submit to the jurisdiction of the United States District Court for the Southern District of Ohio with venue in Cincinnati, Ohio, or in the alternative, to the jurisdiction of the Hamilton County Court of Common Pleas located in Cincinnati, Ohio.

### 12.5. Limitations Period

Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Agreement must be brought within two (2) years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that

cause of action cannot be waived, restricted or otherwise limited by you.

## 13. Billing

### 13.1. Monthly Billing; "Past Due Balance"

You agree to timely pay all monthly bills, including but not limited to all amounts for applicable federal, state, and local taxes and fees (however designated), fees to recoup governmental or quasi-governmental assessments on us, and cost recovery charges. These include fees for any governmental or public programs in which we participate, such as public, educational, and governmental access, telecom relay services, and programs supporting the 911/E911 system. YOU ARE RESPONSIBLE FOR PAYING ANY SUCH FEES AND TAXES (WHETHER IMPOSED ON YOU OR ON US), INCLUDING THOSE THAT BECOME APPLICABLE RETROACTIVELY. If you ask us to resume any Services after a suspension or disconnection, we may charge you additional installation or activation fees. These fees are in addition to all past-due charges and other fees. Reconnection of the Services is subject to this Agreement, and applicable law. You will make the first payment when we install and activate the Service. We will then automatically charge you every following month until the Service is terminated, as described herein. Any amount outstanding after the due date on the Customer bill shall be deemed a "past due balance". When you provide a credit or debit card number to us to pay for the Service, you authorize us to charge that credit card or debit card for all amounts payable by you for ongoing charges until you notify us in writing that you are withdrawing this authorization or until you have paid all amounts you owe us under this Agreement. If we do not receive payment from your card issuer or its agents, you agree to pay all amounts due upon demand. It is your responsibility to keep the card on file updated with a valid, non-expired credit or debit card. In the event your debit or credit card on file expires and payment is denied, you will need to remedy or you may incur fees or other actions including a suspension termination of Service. We may use a collection agency or attorney to collect money you owe. If we do so, you agree to pay our reasonable costs of collection, including any collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

### 13.2. Process for Billing Disagreements

In the event of a disagreement about a Customer bill, please contact OTT at 888.494.0549, Option 3. You must notify us of any disputed payments within 60 days of the charge appearing on your credit card statement, or such longer period of time as may be required by applicable law. After such period, you waive all disputes and claims for which you have not provided us notice, subject to applicable law.

Customer satisfaction is of the utmost importance to OTT, and it is our policy to fully investigate and resolve, to our satisfaction, all customer billing disagreements lodged within 60 days of the original due date.

Unless an investigation has been initiated through a customer inquiry, OTT reserves the right not to issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

### 13.3. Late Payment Fees

Late payment fees will be assessed on any past due balance of $10.00 or more. For past due balances of $10.00 but less than $300.00, the fee will be $14.95. The fee for all past due balances of $300.00 and greater will be calculated as 5% of the past due balance.

The late payment fee will be added to the past due balance and included in future billing cycles.

### 13.4. Promotional Discount

OTT standard pricing (a "Promotion"). The specific terms of each Promotion may vary and will supersede these terms.

Generally, our Promotions consist of: a certain dollar amount discount for a certain number of months against OTT standard pricing; and require purchase of a certain service or bundle of services at or above a certain monthly price for a certain number of months.

Promotion(s) will end or decrease at the end of the promotional period depending on the Promotion offered. Removal or changing of OTT products after receiving a Promotion could result in forfeiting the entire Promotion. Promotions are not available in all locations. Moving locations could result in change or forfeiting

Promotions. Promotions may vary by location, by time of year, products available at location, whether adding a new product, sales channel offering Promotion, and products ordered.

OTT standard pricing is subject to change. OTT will provide you with at least thirty (30) calendar days' prior written notice before such a change.

Customers who have maintained an active Account within the past six (6) months are not eligible for promotional pricing designated for new customers.

## 14. Right of Access

By ordering or using the Service, you grant permission for OTT and its agents and employees to enter upon the property of the Subscriber for the purpose of installation, inspection, maintenance, testing, and repair of the Service to the Subscriber's premises and, upon service being cancelled for any reason, the Subscriber grants permission for OTT, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to OTT and to discontinue service thereto.

By using the Service, you hereby acknowledge and agree that: (i) once completed, the Installation Services were completed to your satisfaction at the service location; (ii) the equipment provided to you or installed at your premises is in good working order; and (iii) you are receiving the Internet Services agreed to.

If you identify a defect in the Installation Services or Equipment, you will have thirty (30) days following the date the Installation Services were performed (the "Service Date") to notify us. If we confirm the existence of such a defect, we will, at our option, either correct such defect in workmanship or refund the amount, if any, you paid to OTT for the defective installation. This will not apply to any defects resulting, in whole or in part, from your acts or omissions (including, without limitation, your abuse or misuse any of Equipment, or any issues originating from or caused by the premises itself). To notify OTT of a defect in workmanship in the Services, please call 888.494.0549, Option 2.

## 15. Termination

Either you or OTT may terminate your Account at any time and for any reason whatsoever.

Other than disputing your bill in accordance with section 14.2, your only right with respect to any dissatisfaction with the website or Service is to terminate your Account by delivering notice to OTT. Any such notice of termination will be effective upon its actual receipt by OTT.

If this limitation is ruled inapplicable or invalid by a court, arbitrator, or state or federal agency with proper jurisdiction, then the remainder of the Agreement shall still be given full force and effect.

## 16. Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations, or agreements under this Agreement and no waiver by either party of any term or condition of this Agreement shall be a waiver of any subsequent breach or failure or of any other covenant, obligation, agreement, term or condition, nor shall any forbearance to seek a remedy for any breach or failure be a waiver of any rights and remedies with respect to such or any subsequent breach or failure.

## 17. Miscellaneous

This Agreement contains all of the terms and conditions that relate to our relationship. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. You may not assign this Agreement to a third party. You agree to notify us immediately of any changes of ownership or occupancy of the premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

## 18. Governing Law

The Service is operated from a site in the State of Ohio, United States of America. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles or conflicts of law.