



# Optic Communications Services Agreement

## ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

Broadband, voice and video Service(s) will be provided to you (“you,” “your,” or “Customer”) by Fiber Communications of Columbus, LLC d/b/a Optic Communications (“Optic”) on the terms and conditions set forth in this Services Agreement (“Agreement”) and applicable law. Optic may change prices, fees, the Service(s) and/or the terms and conditions of this Agreement in the future on thirty (30) days’ prior notice. Unless you cancel service within that 30 days your continued receipt of Service is your acceptance of the change.

## GENERAL TERMS AND CONDITIONS

**1. Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Service(s), including, but not limited to, installation/service call charges, monthly service charges, equipment charges, measured and per call charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on Optic, permitted fees and cost recovery charges, or any programs in which Optic participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Service(s).

## **Service pricing:**

**2. How We Will Bill You.** Unless you are subject to a minimum term arrangement, Service(s) are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S), THE FIRST MONTH'S SERVICE CHARGES, OPTIC EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** Your first bill may include pro-rated charges from the date you first begin receiving Service(s), as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Service(s) individually after they have been provided to you; these include measured and per-call charges (as explained below) and charges for pay-per-view movies or events, interactive television, and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine.

- **For Voice Customers.** If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Optic, its affiliates, or suppliers as if your call were answered by the called party, Optic will charge you for a completed call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

**3. Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options on your video service that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

**4. Alternative Billing Arrangements.** Optic may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

**5. Payment by Credit Card or Check.** If you use a credit card to pay for the Service(s), use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If Optic does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Optic to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), or other statements or releases on or accompanying checks or other payments accepted by Optic and any such notations shall have no legal effect.

**6. Our Remedies if You Pay Late or Fail to Pay.**

**Late or Non-Payments:** You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) Optic does not receive payment for the Service(s) by the payment due date or (b) you pay less than the full amount due for the Service(s).

**Fees Not Considered Interest or Penalties:** Optic 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.

**Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

**Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Service(s) then Optic, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive.

**7. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Service(s) after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

**8. Our Right to Make Credit Inquiries. YOU AUTHORIZE OPTIC TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.**

**9. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing

credit, you must contact Optic within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

**10. CHANGES TO SERVICES** Subject to applicable law, we have the right to change our Service(s), Optic equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, email, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

## **11. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT**

**a. Premises.** You agree to allow us and our agents the right to enter your property at which the Service(s) and/or Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or Optic Equipment used to receive any of the Service(s).

**b. Customer Equipment.** Customer Equipment means software, hardware or services that you elect to use in connection with the Service(s) or Optic Equipment. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Optic Equipment.

## **12. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE**

**a. Optic Equipment.** "OPTIC Equipment" means any equipment provided by Optic such as gateways, routers, cable modems, voice-capable modems, wireless gateway/routers, CableCARDS, converters, digital adapters, remote controls, and any other equipment provided or leased to you by us or our agents, excluding equipment purchased by you from Optic and Customer Equipment. OPTIC Equipment also

includes any software, firmware, or other programs contained within Customer Equipment or OPTIC Equipment. You agree that all OPTIC Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. You agree to use OPTIC Equipment only for the Service(s) pursuant to this Agreement. We may remove or change the OPTIC Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge and agree that our addition or removal of or change to the OPTIC Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the OPTIC Equipment, or permit any other provider of video, broadband Internet (high speed data) or telephone services to use the OPTIC Equipment. The Optic Equipment may only be used in the Premises. At your request, we may relocate the Optic Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE OPTIC EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Optic or its agents to service the Optic Equipment. We suggest that the Optic Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Optic Equipment to us in an undamaged condition.

#### **b. Customer Equipment.**

**Responsibility:** Optic has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Optic or a third party has sent software or “downloads.” Compatibility of all customer equipment with Optic equipment and services is solely your responsibility.

- **No Unauthorized Devices or Tampering:** You agree not to attach or assist any person to attach, any unauthorized device to our cable network, Optic Equipment or the Service(s). If you make or assist any person to make any unauthorized connection or modification to Optic Equipment or the Service(s) or any other part of our cable network, we may terminate your Service(s) and recover such damages as may result from your actions. You also agree that you will not attach anything to the Inside Wiring, Optic Equipment, or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our cable

network or degrades our cable network's signal quality or strength or creates signal leakage. You also agree that we may recover damages from you for tampering with any Optic Equipment or any other part of our cable network or for receiving unauthorized Service(s). **For OPTIC Voice Customers.** You will be liable for all authorized and unauthorized OPTIC Voice use at the Premises. You agree to notify us immediately if your voice capable modem has been stolen or your Service(s) are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your voice capable modem or unauthorized OPTIC Voice use. If you fail to notify us in a timely manner, your Service(s) may be terminated without notice and you may incur additional charges.

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

- **For OPTIC Voice Customers.** Except as described below, you may use OPTIC Voice with your telephone Inside Wiring, as long as we have reasonable access to it and you have the right to give us access to it. If you wish to have your voice capable modem connected to your telephone Inside Wiring, you are advised to have an Optic technician perform the installation. To make that connection, we must first disconnect your telephone Inside Wiring from the network of your existing telephone provider, which may disable any services you receive from them. If you install OPTIC Voice yourself (where self-installation is an option), you should connect the voice capable modem to a cordless phone, not directly to your telephone Inside Wiring. If the voice capable modem is connected to your telephone Inside Wiring without first disconnecting the wiring from any existing telephone provider's network, the voice capable

modem may be damaged and/or OPTIC Voice may not operate properly.

**d. End User Software Licenses.** Your use of the software, firmware, and other programs contained within the OPTIC Equipment, and of any other software or plug-ins to such software distributed or used in connection with the Services shall comply with any end user license agreements accompanying such software, as such agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with the Services.

**13. USE OF SERVICES** . You will not use the Optic Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) in whole or in part. You will not use or permit another to use the Optic Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Optic policy applicable to the Service(s). Use of the Optic Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Optic Equipment and/or Service(s) at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Optic policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). You agree to indemnify, defend and hold harmless Optic and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service(s), the Optic Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Optic policies by you or any other user of the Service(s) at the Premises.

**For OPTIC Internet Customers.** The Optic Acceptable Use Policy ("AUP") and other policies concerning OPTIC Internet are posted at [www.optic-communications.com](http://www.optic-communications.com). You further agree that Optic may modify the AUP or other policies from time to time. Notwithstanding



anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE OPTIC POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

- **For OPTIC Voice Customers.** The Optic Acceptable Use Policy for Residential Voice services ("Voice AUP") is posted at [www.optic-communications.com](http://www.optic-communications.com) (or an alternative website if we so notify you). OPTIC RESERVES THE RIGHT TO LIMIT OR BLOCK ANY OPTIC Voice USAGE AS OPTIC DEEMS NECESSARY TO PREVENT HARM TO ITS NETWORK, FRAUD, OR OTHER ABUSE OF OPTIC Voice SERVICES. You agree the voice capable modem and OPTIC Voice will only be used at the Premises, except that certain online features may be accessible from locations other than the Premises. You understand and acknowledge that if you improperly install the Optic Equipment or OPTIC Voice at another location in the Premises, then OPTIC Voice, including, but not limited to, 911/E911, may fail to function or may function improperly. If you move the voice capable modem or OPTIC Voice to another location without notifying us, you do so in violation of this Agreement and at your own risk. You agree not to use OPTIC Voice for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your use of OPTIC Voice is in violation of this Agreement, we reserve the right (1) to terminate or modify immediately and without notice or (2) to assess additional charges for each month in which such violation occurred.

**14. ASSIGNABILITY** This Agreement and the Service(s) furnished hereunder may not be assigned by you. 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.

## 15. TERMINATION OF THIS AGREEMENT

**a. Term.** This Agreement will be in effect from the time that the Service(s) are activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install Optic Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up Optic Equipment at our service center, (2) the day you install the Service(s), or (3) five (5) days after the date we deliver the Optic Equipment to you. If you self-install a voice capable modem, cable modem, or converter you obtained from a source other than Optic, charges begin the day your order for the Service(s) is entered into our billing system. The option to self-install a voice capable modem, cable modem, or converter and/or to use a non-Optic-supplied voice capable modem, cable modem or converter is subject to availability.

**b. Termination by You.** Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying Optic in one of three ways: (1) send a written notice to the postal address of the Optic business office; (2) send an electronic notice to the email address specified by Optic; or (3) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) have been disconnected, and all Optic Equipment has been returned. We will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due Optic for the Service(s), affiliate services, Optic Equipment, or other applicable fees and charges).

**c. Suspension and Termination by Optic.** Under the conditions listed below, Optic reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any authorized users (e.g., email or voicemail). Optic may take these actions if it: (1) determines that your use of the Service(s) does not conform with the requirements set forth in this Agreement, (2) determines that your use of the Service(s) interferes with Optic's ability

to provide the Service(s) to you or others, (3) reasonably believes that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, or (4) reasonably believes that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties. Optic's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or users.

**d. Your Obligations Upon Termination.** You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all Optic Equipment;
2. You will pay in full for your use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected; and
3. Within ten (10) days of the date on which Service(s) are disconnected, you will return all Optic Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such Optic Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Optic Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the Optic Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove all Optic Equipment and other material provided by Optic.

**16. LIMITED WARRANTY** THE OPTIC EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE OPTIC EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS

AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

## **17. LIMITATION OF OPTIC'S LIABILITY**

**a. Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Optic and its underlying third-party service providers, agents suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.

**b. Customer Equipment.** CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF OPTIC EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER OPTIC NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY OPTIC, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS. WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

- **For OPTIC Internet and OPTIC Video Customers.** YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF OPTIC INTERNET OR VIDEO SERVICE(S). THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH OPTIC INTERNET OR VIDEO SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO

THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER OPTIC NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

**c. Other Services or Equipment.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST OPTIC FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE OPTIC EQUIPMENT OR THE SERVICE(S) AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE(S) IN ACCORDANCE WITH SECTION 9.

**d. Software.** When you use certain features of the Service(s), such as online features (where available), you may require special software, applications, and/or access to the Internet. Optic makes no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service(s) if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT. In addition, as part of the installation process for the software and other components of the Service(s), system files on your Customer Equipment may be modified. Optic does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files.

Optic does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

**e. Disruption of Service.** The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (“High Risk Activities”). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS EXPRESSLY AND SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN**

**INTERRUPTION OF SERVICE(S).** Any credits provided by Optic are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Optic.

**For OPTIC Voice Customers.** You understand and acknowledge that you will not be able to use OPTIC Voice under certain circumstances, including, but not limited to, the following: (1) if our network or facilities are not operating or (2) if normal electrical power to the voice capable modem is interrupted and the voice capable modem does not have a functioning battery backup. You also understand and acknowledge that the performance of a battery backup is not guaranteed. If the battery backup does not provide power, OPTIC Voice will not function until normal power is restored. You also understand and acknowledge that Optic does not support priority restoration of OPTIC Voice. You also understand and acknowledge that you will not be able to use online features of OPTIC Voice (where available), under certain circumstances including, but not limited to, the interruption of your Internet connection.

**f. Directory Listings.** IF WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY (WHETHER IN PRINT OR ONLINE) OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (1) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (2) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (3) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF OPTIC AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO OPTIC TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD HARMLESS OPTIC AND ITS AFFILIATES, SUPPLIERS OR AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE.

**g. Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third

parties to provide components of the Service(s), including without limitation, their services, equipment, infrastructure, or content. Optic is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Service(s). Optic shall not be bound by any undertaking, representation or warranty made by an agent, or employee of Optic or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers [whether or not accessible directly from the Service(s)]. Optic is not responsible for any services, equipment, infrastructure, and content that are not provided by us [even if they are components of the Service(s)], and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Service(s).

**h. Damages.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TRESPASS, CONVERSION, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

(1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE OPTIC EQUIPMENT OR THE SERVICE(S); (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS,



DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE(S), THE OPTIC EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, EMAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); (c) THE USE OF OPTIC EQUIPMENT OR CUSTOMER EQUIPMENT TO PROVIDE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OTHERS ACCESSING CUSTOMER EQUIPMENT, OPTIC'S NETWORK, OR THE CONTENTS OF YOUR TRANSMISSIONS MADE THROUGH THE SERVICE(S), OR YOUR USE OF FILE SHARING, PRINT SHARING, OR OTHER CAPABILITIES THAT ALLOW OTHERS TO GAIN ACCESS TO YOUR COMPUTER NETWORK. OR

(2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE OPTIC EQUIPMENT OR THE SERVICE(S) BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**i. Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply to the extent Kansas law does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. The liability of Optic and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

**j. Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

**18. INDEMNIFICATION AND LIABILITY OF CUSTOMER** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OPTIC AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS,

LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S) OR OPTIC EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

## **19. CUSTOMER PRIVACY NOTICE AND SECURITY**

a. Optic will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service(s) to you, and annually afterwards, or as otherwise permitted by law.

b. To the extent Optic is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Optic's information security policy to provide such notice to you in the manner set forth in Section 16.

## **20. GENERAL**

**a. Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and Optic with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Optic does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and Optic nor trade practice shall act to modify any provision of this Agreement.

**b. Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

**i. Age and capacity:** You are at least 18 years of age and have full, unlimited legal capacity to enter into a valid contract.

**ii. Customer Information:** During the term of this Agreement, you have provided and will provide to Optic information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information is a breach of this Agreement.

**c. Information Provided to Third Parties.** Optic is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Service(s). In addition you are responsible for controlling access to any OPTIC Equipment and any other device you use to access the Services ("Connected Device"). You assume all privacy, security, and other risks associated with providing any individual with access to a Connected Device or providing any information, including CPNI or personally identifiable information, to third parties via the Service(s). For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

**d. Protection of Optic's Information and Marks.** All Service(s) information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Optic and its affiliates are and shall remain the exclusive property of Optic. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**e. Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their

implementing regulations. You further expressly agree not to use the Service(s) in any way that violates any provision of such laws or their implementing regulations.

**f. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Optic's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Optic and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Optic's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all email, IP and Web space addresses, and voice mail. In the event you cancel voice service without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

## **21. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT**

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by email, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive the Service(s) after the change, this will constitute your acceptance of the change.

**For OPTIC Internet and OPTIC Voice Customers.** Optic may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (1) by posting it on a website about which you have been notified, (2) by sending notice via first class U.S. postal mail or overnight mail to your Premises; (3) by sending notice to the email address on Optic's account records, or (4) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree to regularly check your postal mail, email and all postings at Optic's website or any other designated website about which you have been notified or you bear the risk of failing to do so.

## **ADDITIONAL PROVISIONS APPLICABLE TO OPTIC INTERNET SERVICE**

In addition to the provisions above that are applicable to OPTIC Video, OPTIC Internet and OPTIC Voice, the following are specifically applicable to OPTIC Internet Customers.

### **1. INTELLECTUAL PROPERTY RIGHTS**

**a. Ownership of Addresses.** You acknowledge that use of OPTIC Internet does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including, but not limited to, Internet Protocol (“IP”) addresses, email addresses, and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. Upon termination of an OPTIC Internet account, we reserve the right permanently to delete or remove any or all addresses associated with the account.

**2. Authorization.** Optic does not claim any ownership of any material that you publish, transmit or distribute using OPTIC Internet. By using OPTIC Internet to publish, transmit, or distribute material or content, you (1) warrant that the material or content complies with the provisions of this Agreement, (2) consent to and authorize Optic, its agents, suppliers, and affiliates to reproduce, publish, distribute, and display the content worldwide and (3) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using OPTIC Internet may be copied, republished or distributed by third parties, and you agree to indemnify, defend, and hold harmless Optic, its agents, suppliers, and affiliates for any harm resulting from these actions.

**3. Copyright.** Title and intellectual property rights to OPTIC Internet are owned by Optic, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. You may not copy, redistribute, resell, or publish any part of OPTIC Internet without any required express prior written consent from Optic or other owner of such material.

**4. Material Downloaded Through OPTIC Internet.** In addition to any content that may be provided by us, you may access material through OPTIC Internet that is not owned by Optic. Specific terms and conditions may apply to your use of any content or material made available through OPTIC Internet that is not owned by

Optic. You should read those terms and conditions to learn how they apply to you and your use of any non-Optic content.

## **2. ADDITIONAL LIMITATIONS ON OPTIC'S LIABILITY FOR OPTIC INTERNET**

**a. Responsibility for Content.** You acknowledge that there is some content and material on the Internet or otherwise available through OPTIC Internet that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS< LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.

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

**c. FTP/HTTP Service Setup.** You acknowledge that when using OPTIC Internet there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) that may be used by other persons or entities to gain access to your Customer Equipment. You are solely responsible for the security of your Customer Equipment or any other equipment you choose to use in connection with the Service(s), including without limitation any data stored on such equipment. NEITHER OPTIC NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF, OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO YOUR CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.

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

**ADDITIONAL PROVISIONS APPLICABLE TO OPTIC VOICE SERVICE** In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to OPTIC Voice Customers.

**1. SPECIAL NOTICE FOR OPTIC DIGITAL VOICE SUBSCRIBERS: LIMITATIONS OF OPTIC Voice SERVICE**

**a. Limitations.** OPTIC Voice includes 911/Enhanced 911 functionality (“911/E911”) that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL OPTIC.

**i. Correct Address:** In order for your 911/E911 calls to be properly directed to emergency services, Optic must have your correct Premises address. If you move OPTIC Voice to a different address without Optic's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or OPTIC Voice (including 911/E911) may fail altogether. Therefore, you must call 1-800-OPTIC before you move OPTIC Voice to a new address. Optic will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require Optic's prior approval.

**ii. Service Interruptions:** OPTIC Voice uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if a battery backup in the associated voice capable modem is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

**iii. Suspension and Termination by Optic:** You understand and acknowledge that all OPTIC Voice, including 911/E911, as well as all online features of OPTIC Voice, where we make these features available, will be disabled if your account is suspended or terminated.

**iv. Telephone Number Assignments:** The telephone numbers utilized for OPTIC Voice are assigned in accordance with applicable federal and state numbering rules. Therefore, OPTIC Voice cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned

**b. Limitation of Liability and Indemnification.** YOU ACKNOWLEDGE AND AGREE THAT OPTIC WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE(S), AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS OPTIC AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE(S) RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE(S), INCLUDING THOSE RELATED TO 911/E911.



## **2. ADDITIONAL OPTIC VOICE-SPECIFIC PROVISIONS REGARDING CUSTOMER EQUIPMENT**

**a. Incompatible Equipment and Services.** You acknowledge and understand that OPTIC Voice may not support or be compatible with:

- i. Certain Non-Recommended Configurations [including, but not limited to, voice capable modems not currently certified by Optic as compatible with the Service(s)];
- ii. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring, personal emergency alert, and home detention devices, certain fax machines, and certain “dial-up” modems;
- iii. Rotary-dial phone handsets, and certain makes and models of other voice-related communications equipment including key systems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- iv. Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- v. 311, 511, or other N11 calling (other than 411, 611, 711, and 911); and
- vi. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling); and
- vii. Certain service codes such as automatic callback and automatic recall (e.g., \*66, \*69) due to compatibility limitations with other carrier signal functions.

**3. VOICE-CAPABLE MODEM BACKUP BATTERY** If the voice-capable modem is equipped with a backup battery, such battery is used to provide service during a power outage to your home where power to Optic’s network remains available. The length of time that OPTIC Voice will be available during a power outage will depend on the following: (i) the backup battery remains properly installed in the voice capable modem; (ii) the condition and age of the backup battery; and (iii) the amount of OPTIC Voice usage when the voice capable modem is utilizing power from the backup battery. You understand and

acknowledge that: (i) the performance of the backup battery is not guaranteed; and (ii) you will not be able to use OPTIC Voice if electrical power to the voice capable modem is interrupted and the voice capable modem does not have a functioning backup battery. A voice capable modem backup battery does not power cordless phones or other equipment connected to the telephone line that require electricity from your Premises, such as telecommunications devices used to assist customers with disabilities.

**4. CUSTOMER INFORMATION** Optic and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other information that is stored on Optic's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

**5. INTEGRATED SERVICES** Use of OPTIC Voice's integrated services provided through online portals such as applicable communications center or Voice Center are governed by the GENERAL TERMS AND CONDITIONS of this Agreement.