

# **Service Agreement for MaxxSouth Broadband Services**

This Service Agreement for MaxxSouth Broadband Services, including any policies or documents incorporated herein by reference (collectively, the “Agreement”), together with any Work Orders relating to service provided hereunder, constitutes the sole and entire Agreement between the Customer, whose name and address appear at the bottom of this Agreement, and the applicable MaxxSouth Broadband operating company providing service to the Customer (“MaxxSouth Broadband”) relating to the services provided hereunder. No other terms, conditions, warranties or representations (implied or expressed) shall be binding on or imputed to MaxxSouth Broadband except as expressly included herein. The parties agree as follows:

1. **General.** MaxxSouth Broadband shall provide cable, voice and/or Internet services to the Customer and Customer shall pay MaxxSouth Broadband for the services received, including all fees, rates and charges established by MaxxSouth. The minimum subscription period for any of the services provided by MaxxSouth Broadband is thirty (30) days. If Customer does not pay all charges by the due date, Customer may be charged late fees and other fees and assessments, and the service(s) for which charges have not been paid may be disconnected. Customer agrees that any partial payments shall be applied first to any voice services Customer purchases.
2. **Late or Non-Payments and Collection Costs.** Customer may be billed fees, charges and assessments related to late payments or non-payments if for any reason (i) MaxxSouth Broadband does not receive from Customer any required payment for the services provided by MaxxSouth Broadband (the “Services”) by the payment due date or (ii) Customer pays less than the full amount due for the Services. If MaxxSouth Broadband is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees 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.
3. **Right to Install.** MaxxSouth Broadband shall have the right to install, maintain, repair and replace any and all components of the system for the purpose of this Agreement on the premises to be serviced. If Customer is not the owner of the premises specified to be serviced with this Agreement, he or she shall indemnify and hold MaxxSouth Broadband harmless from any and all claims of the premises’ owner or any other interested parties, which arise out of the performance of this Agreement. Customer represents that as either owner or tenant of the premises, Customer is fully authorized to enter into and perform this Agreement and to authorize MaxxSouth Broadband to enter said premises. Customer agrees to allow MaxxSouth Broadband the rights to insert cable cards and other hardware in the Customer Equipment, send software and/or downloads to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. “Customer Equipment” means software, hardware or services that Customer elects to use in connection with the Services. Customer warrants he or she is either the owner of the Customer Equipment or that he or she has the authority to give MaxxSouth Broadband access to the Customer Equipment. If Customer is not the owner of the Customer Equipment, Customer is responsible for obtaining any necessary approval from the owner to

allow MaxxSouth Broadband access to the Customer Equipment to perform the activities specified above.

4. Access to Customer Premises. Customer agrees to allow representatives of MaxxSouth Broadband access to Customer's premises at all reasonable times to inspect and maintain the equipment and, upon the termination of this Agreement, to remove the equipment from the premises, provided however that failure of MaxxSouth Broadband to remove its equipment shall not be deemed as abandonment thereof.

5. Ownership of Equipment. The digital home terminal(s)/decoder(s), multimedia terminal adapter(s) and/or modem(s) provided and/or installed hereunder or pursuant to any subsequent installations, shall remain the property of MaxxSouth Broadband, except when purchased separately by Customer. MaxxSouth Broadband may at its sole discretion, supply new or reconditioned equipment. MaxxSouth Broadband equipment shall only be used for the Services. Customer shall not, and shall not permit any third party, to sell, lease, encumber or transfer any MaxxSouth Broadband equipment or the right to use any MaxxSouth Broadband equipment. The MaxxSouth Broadband equipment has a unit replacement value equal to that published in MaxxSouth Broadband's current annual rate notification. Customer hereby agrees to pay for any and all repairs or replacement of the equipment, except such repairs or replacement as may be necessary by reason of normal and ordinary wear or by reason of defects of material and workmanship therein. Customer agrees that if MaxxSouth Broadband equipment is not returned immediately after termination of the Agreement, **THE CUSTOMER SHALL BE LIABLE FOR THE FULL CURRENT UNIT REPLACEMENT VALUE AS PUBLISHED IN THE MAXXSOUTH BROADBAND ANNUAL RATE NOTIFICATION, AND POTENTIALLY FOR LOSS OF REVENUE/PROFIT AS DETERMINED BY MAXXSOUTH BROADBAND. IF ANY SUCH EQUIPMENT/OTHER ITEM IS NOT RETURNED, IS ONLY PARTIALLY RETURNED, OR IS RETURNED DAMAGED (ORDINARY WEAR AND TEAR EXCLUDED) AT THE END OF THIS AGREEMENT, TOGETHER WITH ANY INCIDENTAL COSTS INCURRED BY MAXXSOUTH BROADBAND RELATING TO ITS RECOVERY OR REPLACEMENT. CUSTOMER AUTHORIZES MAXXSOUTH BROADBAND TO CHARGE CUSTOMER'S CREDIT OR DEBIT CARD ON FILE WITH MAXXSOUTH BROADBAND (IF APPLICABLE) FOR ANY SUCH CHARGES. CUSTOMER SHALL CONTINUE TO BE LIABLE FOR CONTINUING MONTHLY CHARGES UNTIL ALL EQUIPMENT IS RETURNED.**

6. Repairs and Modifications During Service. MaxxSouth Broadband or its authorized agents shall make all repairs and modifications of the system. Customer agrees not to disturb or tamper with, re-route or in any way interfere with any component of the system. Any unauthorized connection or modification of said installation will be considered a breach of the Agreement and thus cause for disconnection, and MaxxSouth Broadband shall be entitled to recover for such tampering including, but not limited to the value of Services obtained without payment, the cost of repair or service, plus reasonable collection costs. Any unauthorized tampering or interfering with cable service system property is a criminal violation.

7. Taxes. The Customer agrees to pay all federal, state and local taxes and applicable franchise fees, if any, which may in the future be imposed or levied on, or with respect to, service and installation charges.

8. Breach of Agreement. In the event of any breach of this Agreement by Customer, whether deemed material or immaterial or in the event of failure of Customer to abide by the rules and regulations of or to pay the rates of MaxxSouth Broadband, the Services may be disconnected at any time without notice and, at MaxxSouth Broadband's option, equipment, if applicable, removed. Failure to remove its equipment shall not be deemed as abandonment thereof. Customer shall do all things reasonably necessary to facilitate removal of the equipment. If MaxxSouth Broadband is prevented from recovering its equipment because of Customer's act or failure to act, Customer hereby agrees to pay the amounts described in Section 5 of this Agreement. If Services are discontinued by reason of Customer's breach of the payment provisions of this Agreement, MaxxSouth Broadband shall reconnect only upon payment by Customer of all delinquent fees and charges, reasonable collection expenses, reconnection charges and, at MaxxSouth Broadband's option, a deposit to be determined by MaxxSouth Broadband. If Services are discontinued for reasons other than non-payment, the reconnection shall be at the option of MaxxSouth Broadband.

9. Costs and Attorney's Fees. The Customer agrees to pay reasonable costs and attorney's fees arising out of any course of action to collect any monies due by Customer to MaxxSouth Broadband as a result of a breach of this Agreement.

10. Complaint Procedure. MaxxSouth Broadband urges Customer to bring any questions, concerns or complaints about any aspect of his or her Services to MaxxSouth Broadband's attention promptly.

11. Assignment. This Agreement or any of the MaxxSouth Broadband services covered under this agreement (present or future) are not assignable by Customer. Any attempt by Customer to sublet, re-sell, assign or transfer any or all components of the MaxxSouth Broadband services or the rights, duties, or obligations of Customer under this Agreement is prohibited, without express written consent from MaxxSouth Broadband.

12. Refundable Deposit; Credit Inquires. MaxxSouth Broadband may require Customer to pay a refundable deposit: (i) when Customer activates the Services; (ii) when Customer orders MaxxSouth Broadband equipment such as a set-top box; or (iii) if Customer fails to pay charges owed to MaxxSouth Broadband when due. If MaxxSouth Broadband collects a deposit from Customer, MaxxSouth Broadband will refund the deposit, less any amounts owed to MaxxSouth Broadband, to Customer's last known address within 45 days of the date: (i) Customer terminates Services; (ii) Customer returns all MaxxSouth Broadband equipment; or (iii) MaxxSouth Broadband disconnects Customer's Services. MaxxSouth Broadband will withhold from the deposit all amounts owed and unpaid for Services and for any MaxxSouth Broadband equipment Customer ordered that is damaged or that Customer does not return within 30 days of termination of the applicable Services. Any amounts withheld by MaxxSouth Broadband from a deposit become the property of MaxxSouth Broadband and will be applied against any amounts owed by Customer to MaxxSouth Broadband. If applicable law requires MaxxSouth Broadband

to handle deposits differently than described above, MaxxSouth Broadband will adjust its deposit procedures accordingly. CUSTOMER AUTHORIZES MAXXSOUTH BROADBAND TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT CUSTOMER'S CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN CUSTOMER'S FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING CUSTOMER TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

13. Terms and Conditions of Service. The use of any Services under this Agreement shall be governed by the terms, conditions, policies, and disclosures available at <https://www.maxxsouth.com/>, which are incorporated by reference as if fully rewritten. Hard copies of the terms and conditions of service are available upon request.

14. Privacy. MaxxSouth Broadband's provision of Services is subject to its privacy policy, a copy of which is provided to all customers annually, and which is available at <https://www.maxxsouth.com/customer-privacy-notice> or upon request. Any cable and/or internet services provided by MaxxSouth Broadband are subject to the terms of the Cable Services Subscribers Privacy Rights Notice appended to the end of this Agreement. Any voice services provided by MaxxSouth Broadband are subject to the rules of the Federal Communications Commission governing privacy requirements for those services. To protect the privacy of account information, MaxxSouth Broadband will assign Customer a security code and require that Customer use that code to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Services purchased by Customer or performing other account-related functions.

15. Limited Warranty, Limitation of Liability; Disruption of Services. THE MAXXSOUTH BROADBAND EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, NEITHER MAXXSOUTH BROADBAND NOR ITS AFFILIATES OR UNDERLYING SERVICE PROVIDERS WARRANT THAT THE MAXXSOUTH BROADBAND EQUIPMENT OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY OR WITHOUT ERROR. NEITHER MAXXSOUTH BROADBAND NOR ITS AFFILIATES OR UNDERLYING SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED 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. IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION TORT, CONTRACT, AND OTHERWISE) WILL MAXXSOUTH BROADBAND OR ITS AFFILIATES AND UNDERLYING SERVICE PROVIDERS HAVE ANY LIABILITY TO CUSTOMER OR TO ANY PERSON OR ENTITY FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY

OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICE OR REQUIRED EQUIPMENT OR CUSTOMER'S RELIANCE ON OR USE OF THE REQUIRED EQUIPMENT OR THE SERVICE, INCLUDING E911 DIALING, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, TELEPHONE OR OTHER HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE REQUIRED EQUIPMENT OR THE SERVICE; OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE REQUIRED EQUIPMENT OR THE SERVICE BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. IN ADDITION TO, AND WITHOUT LIMITING ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, MAXXSOUTH BROADBAND WILL HAVE NO LIABILITY WHATSOEVER AS THE RESULT OF THE LOSS OF ANY CUSTOMER FILES, MESSAGES, NAMES OR ADDRESSES OR OTHER DATA OF ANY NATURE RESULTING FROM THE DELETION OF SUCH DATA UPON TERMINATION OF THIS AGREEMENT. Customer acknowledges that the Services may connect to or utilize services, equipment and infrastructure, content and other components licensed from or otherwise provided by independent third parties. MaxxSouth Broadband is not responsible for and has no liability whatsoever for the performance (or non-performance) of any services, equipment, infrastructure or content of third parties. Additionally, services, equipment, infrastructure and content that are not provided by MaxxSouth Broadband are not the responsibility of MaxxSouth Broadband, and MaxxSouth Broadband will have no liability with respect to such services, equipment, infrastructure and content. All questions concerning third-party services, equipment, infrastructure and content must be addressed to the creators or providers of such services, equipment, infrastructure and content. MaxxSouth Broadband does not endorse or warranty any third-party products, services or content that are distributed or advertised via the Services. MaxxSouth Broadband's liability arising from errors in or omissions of directory listings as a result of MaxxSouth Broadband's negligence, shall be limited to and satisfied by a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. The Services 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 Services 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. Customer expressly assumes the risks of any damages resulting from High Risk Activities. MaxxSouth Broadband shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond its control, including, but not limited to, causes attributable to Customer or Customer's property; inability to obtain access to Customer's 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 Services. In all other cases of an interruption of the Services, Customer shall be entitled upon a request made within thirty (30) days of such interruption, to a pro rata credit for any Services interruption exceeding twenty-four consecutive hours after such interruption is reported to MaxxSouth Broadband, or such other period of time as maybe specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Services 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 SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES. Any credits provided by MaxxSouth Broadband are at our sole discretion and in no event shall constitute or be construed as a course of conduct by MaxxSouth Broadband. Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of MaxxSouth Broadband and its affiliates and underlying service providers is limited to the maximum extent permitted by law.

16. Regulatory Requirements. Nothing in this Agreement shall be deemed or construed to conflict with any regulatory requirements applicable to any service provided to Customer by MaxxSouth Broadband.

17. Voice Service. If Customer is transferring existing voice service from a carrier other than MaxxSouth Broadband for local, local toll and/or long distance telecommunications services, to MaxxSouth Broadband, Customer hereby authorizes MaxxSouth Broadband to process Customer's order for the Service, to notify Customer's current telephone company of Customer's decision to switch Customer's local, local toll, and long distance services to MaxxSouth Broadband, and represents that Customer is authorized to take this action. Customer also authorizes MaxxSouth Broadband to have access to the other carrier's records for Customer. Certain third party applications and services may not be compatible with MaxxSouth Broadband's voice service. Customer is responsible for contacting providers of third party applications and services to determine compatibility, and for the cost of any testing necessary to establish that those applications and services are compatible. Customer acknowledges that use of any such third party applications and services is at Customer's own risk, and waives any claim against MaxxSouth Broadband for interference with or disruption of any such applications and services. MaxxSouth Broadband's voice service cannot be used to make or accept third party calls, accept collect calls or place calls to pay-per-call services (e.g., 976 or 900 numbers).

18. E911. MaxxSouth Broadband's voice service includes access to E911 service. As with any other phone service provider, MaxxSouth Broadband's voice service, including 911 calls and E911 service, will be unavailable if the lines between your home and the network switch are disabled due to a catastrophic condition, such as a storm or another event that severs fiber optic

lines. In addition, E911 service may be unavailable due to problems at the government's call center that are outside MaxxSouth Broadband's control. Your multimedia terminal adapter may include a battery backup that is designed to ensure that the unit will continue to work during a power outage, in accordance with telephone industry standards. As long as this battery backup unit is charged and functioning, your MaxxSouth Broadband voice service will continue to work, but you may not be able to make calls, including 911 calls, if there is a prolonged power outage. The multimedia terminal adapter is set up to provide service to the address you provided when you signed up for service, and will not work if you move it outside the local MaxxSouth Broadband network. Do not move this equipment to another location without first contacting MaxxSouth Broadband customer service at its toll free number listed on MaxxSouth Broadband's web site, <http://www.maxxsouth.com>, so that the registered service address can be changed to reflect the new location, thus ensuring that the right information is provided if you have to call 911. If you move the telephone modem without informing MaxxSouth Broadband, you may still be able to call 911 but E911 service will not work properly. By signing this Agreement you indicate that you are at least 18 years old, are the MaxxSouth Broadband account holder, and understand the above information about E911 and your MaxxSouth Broadband voice service. By delivery of a copy of this Agreement and installation of the equipment, Customer and MaxxSouth Broadband agree to terms and conditions of this Agreement as set above.

19. Notice Method for Changes to this Agreement. MaxxSouth Broadband will provide Customer notice of changes to this Agreement consistent with applicable law. The notice may be provided on Customer's monthly bill insert, in a newspaper, by email, or by other permitted communication. If Customer finds the change unacceptable, Customer has the right to cancel his or her Services. However, if Customer continues to receive the Services after the change, MaxxSouth Broadband will consider this Customer's acceptance of the change.

20. Suspension and Termination by MaxxSouth Broadband. Under the conditions listed below, MaxxSouth Broadband reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized users (e.g., email or voicemail). MaxxSouth Broadband may take these actions if it: (i) determines that Customer's use of the Services does not conform with the requirements set forth in this Agreement, (ii) determines that Customer's use of the Services interferes with MaxxSouth Broadband's ability to provide the Services to Customer or others, (iii) reasonably believes that Customer's use of the Services may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that Customer's use of the Services interferes with or endangers the health and/or safety of MaxxSouth Broadband's personnel or third parties. MaxxSouth Broadband's action or inaction under this Section shall not constitute review or approval of Customer's or any other users' use of the Services or information transmitted by or to Customer or other users.

### **Cable Service Subscribers Privacy Rights Notice**

As a cable and/or Internet service subscriber, you are entitled under federal law to know the following about MaxxSouth Broadband. To maintain your account accuracy and avoid any errors, our regular business records contain your name, address, telephone number, Social Security number, equipment in your household, the service options you have selected and your

billing and payment record. This information, which is the only personally identifiable information we keep in our records, is considered confidential. It is disclosed to third parties only if disclosure is necessary to provide cable service or to conduct related business activities. For example; disclosure to the company that addresses and mails out monthly bills and guides, the programming services you subscribe to, a collection service for past due accounts or court orders required for disclosure of information. Even then, you must be notified before we will release the information requested in the court order. We may also periodically audit the system to determine whether you are being properly billed for the cable, voice and/or Internet services you are receiving. While you are a subscriber, we will keep this information and may retain it for a longer period of time if it is needed for a legitimate business activity, in accordance with Federal and State regulations. When the information is no longer needed, we will destroy it. Usually the information is kept for no more than seven (7) years after an account is closed. As a subscriber, you have the right to inspect the records relating to your account and to correct any errors you may find. You also have the right under federal law to enforce limitations regarding the collection or disclosure of information. If you wish to review the information contained in your account, you may contact us at our local system office to set up an appointment during regular business hours.