



Phone Terms of Service

These policies regarding our services and business practices, and the Terms and Conditions set forth below apply to ANNE ARUNDEL BROADBAND's residential customers located in Maryland. We refer to the operating company subsidiary of WOW! that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides Television, Phone and Internet service in your area as "ANNE ARUNDEL BROADBAND," "Broadstripe an Anne Arundel Broadband Company", "Broadstripe," "we," "us," or "our." You understand and agree that the Services will be provided to you by the ANNE ARUNDEL BROADBAND company that operates in your service area.

We periodically adopt new terms, policies or procedures, or change our existing policies, procedures or the terms and conditions that apply to your subscription to our services. When this happens and if this change applies to you, we will provide you with notice of the new or changed policy, procedure or term consistent with applicable law. For significant changes to our cable television services terms, the notice may be provided on your monthly bill, as a bill insert, by hand delivery, in a newspaper, by mail, by email, by video transmission over our cable system, or by other permitted communication. For changes to our internet terms and, where applicable, our phone terms and Tariffs, and our privacy, acceptable use and service policies, the notice may also be provided by posting the notice or a new version of the terms, Tariffs or policies on our website. For this reason, you should regularly visit the "Terms and Conditions" or "Policies" section of our website to ensure that your use of our services conforms to the most recent terms and policies. In most cases, if you find a change unacceptable, you have the right to cancel your services. However, if you continue to receive services after the change, we will consider this your acceptance of the change.

NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN THE TERMS AND CONDITIONS THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THIS AGREEMENT AND THESE TERMS AND CONDITIONS ARE SUBJECT TO APPLICABLE TARIFFS AND SERVICE GUIDES.

- Subscription to Service:** ANNE ARUNDEL BROADBAND offers its telephone services as they may exist from time to time and as more particularly described in this Agreement and/or an applicable tariff (the "Service(s)"), to users who establish an authorized account ("Account") and pay a monthly service fee to subscribe to the Service at rates and fees more particularly described in a separate price list or order form (or applicable tariff), which has been provided to Customer and/or is available for review at www.Broadstripe.com. Customer, by signing or submitting electronically the installation, authorization, sales or work order form ("Order Form") or by using or paying for the Service, subscribes to the Service commencing upon the installation of Service, and agrees to comply with these Terms and Conditions (along with any amendments to such Terms and Conditions), including those related to 911/E911 service, and/or any applicable tariff. If you do not agree to these terms and conditions, including any future revisions, you may not use the Service and if you are a current Customer, you must immediately notify ANNE ARUNDEL BROADBAND and terminate your use of the Service. If you are a business services customer, the terms of your Business Customer Agreement and the General Terms and Conditions applicable to business customer services (the "Business Terms") apply.

By subscribing to the Service, Customer chooses ANNE ARUNDEL BROADBAND to provide telephone service with the calling services and phone features selected by Customer, which may include long distance telephone service, local toll service, and international long-distance service for the telephone number and billing address identified on the applicable Order Form. Customer authorizes ANNE ARUNDEL BROADBAND to serve as the authorized agent to effectuate the change of Customer's local telephone service, long distance telephone service, local toll service, and international long-distance service, consistent with the calling plan selected by Customer. Call type, pricing, usage and phone feature inclusions depend on: (i) the capabilities of the interconnecting providers in your local service area; (ii) the type of phone service provided to you (e.g., traditional circuit-switched versus digital voice service) (iii) the calling plan, package level and phone features that you subscribe to or otherwise elect to include as part of your service:

- a. Calling plan features may include: local, local toll and long distance calling, within each of the 50 United States as well as Canada, Guam, Puerto Rico and the U.S. Virgin Islands, international calling, access to 800 service, access to 911, 711 access to TRS, Call Waiting, Call Forward, Caller ID with Name, Call Return (*69), Three Way Calling, Call Forward, Anonymous Call Rejection, Repeat Dial, Selective Call Rejection, Selective Call Forward, Call Forward Busy/No Answer, Voicemail, unlimited inbound calling, directory listing, unlisted and/or non-published telephone number, 900/976 block, collect call block, and third party billing block. Certain available phone features are provided by default and can be disabled at your request at the time you subscribe. Calling plans may be billed: (i) on a flat fee basis, (ii) on a time and/or usage basis; or (iii) on a combination of (i) and (ii). **Please consult your selected calling plan for pricing and phone features.**
- b. You understand and acknowledge that some ANNE ARUNDEL BROADBAND Phone services (e.g., those services that use an advanced modem): (i) do not support rotary-dial telephones, DSL on the same line or any features, calling functions or call types not specifically listed in Section 1.a above; and (ii) may not support or be compatible with certain medical monitoring devices or home security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that ANNE ARUNDEL BROADBAND installs and configures ANNE ARUNDEL BROADBAND Phone to operate with Customer's medical monitoring equipment or home security system, Customer expressly acknowledges that: (x) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring services, test the functioning and compatibility of the equipment and/or alarm monitoring services with ANNE ARUNDEL BROADBAND Phone; and (y) the Service has certain limitations (see Section 4 below) that may affect the reliability and functionality of the medical monitoring equipment and home security systems.

Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE ANNE ARUNDEL BROADBAND EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE ANNE ARUNDEL BROADBAND EQUIPMENT OR SERVICE.

- c. Up to two lines and telephone numbers can be supported with one EMTA.
- d. ANNE ARUNDEL BROADBAND Phone may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at www.Broadstripe.com, or by calling us at (410) 987-9300. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home. ANNE ARUNDEL BROADBAND will troubleshoot and if necessary send a technician to repair, if possible, reported problems for a specified service charge. The service charge is based on the then current standard service charge in effect.
- e. ANNE ARUNDEL BROADBAND may publish and distribute telephone directories in print, on the Internet and on CDs. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. ANNE ARUNDEL BROADBAND also makes customer information available at a charge through directory assistance operators. ANNE ARUNDEL BROADBAND may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. ANNE ARUNDEL BROADBAND takes reasonable precautions to ensure that non-published and non-listed numbers are not included in telephone directories or directory assistance services, although ANNE ARUNDEL BROADBAND does not guarantee against errors. THE AGGREGATE LIABILITY OF ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS OR AGENTS FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN "UNLISTED" LISTING) IS LIMITED TO THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO ANNE ARUNDEL BROADBAND TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED LISTING.

CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS OR PUBLICATIONS.

- f. Customers who subscribe to ANNE ARUNDEL BROADBAND Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, ANNE ARUNDEL BROADBAND shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling ANNE ARUNDEL BROADBAND at (410) 987-9300.
2. **Service, Feature and Terms Modifications:** ANNE ARUNDEL BROADBAND shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of ANNE ARUNDEL BROADBAND Phone, including but not limited to equipment and system requirements. ANNE ARUNDEL BROADBAND shall have the right to add to, modify, or delete any provision of this Agreement, any additional terms of use established by ANNE ARUNDEL BROADBAND, the Customer Privacy Policy, and/or any price list(s) at any time. An online version of this Agreement, the ANNE ARUNDEL BROADBAND Privacy and CPNI Policies, and any price list(s), as so changed from time to time, will be accessible at www.Broadstripe.com or another online location as designated by ANNE ARUNDEL BROADBAND. To the extent required by applicable law, ANNE ARUNDEL BROADBAND will provide you with notice of the new or changed terms or prices by written, electronic or other means in our discretion (for example, we may notify you of such change by U.S. or overnight mail (e.g., in your billing statement), by hand delivery (e.g., delivery of our user guide at the time installation), by sending you an email or by posting the changed term or price or the revised policy or terms on our website at www.Broadstripe.com. You agree that any one of the forgoing will constitute sufficient notice. If you find the change unacceptable, you can immediately terminate your Service. Your continued use of the service, however, will be deemed to constitute your acceptance of such change. Because we may from time to time use the methods described above to notify you about important information regarding the Services, this Agreement, and related matters, you agree to regularly check your postal mail, email, and all postings on our website at www.Broadstripe.com (or at an alternative site as designated by ANNE ARUNDEL BROADBAND). You understand and acknowledge that you bear the risk of failing to do so.
 3. **Tariffs:** Notwithstanding anything to the contrary in these Terms, ANNE ARUNDEL BROADBAND may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Some of ANNE ARUNDEL BROADBAND's operating affiliates, provide certain telephone services to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided. Some ANNE ARUNDEL BROADBAND affiliates may also provide certain interconnection services to other ANNE ARUNDEL BROADBAND affiliates in other ANNE ARUNDEL BROADBAND service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by ANNE ARUNDEL BROADBAND or any regulator with jurisdiction. The Services covered by the applicable tariff will be governed by all applicable regulatory orders, rules, and regulations associated with ANNE ARUNDEL BROADBAND's provision of such Services. If ANNE ARUNDEL BROADBAND voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to these Terms. In the event that ANNE ARUNDEL BROADBAND is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability. Applicable tariffs are filed with your local public utilities commission and in some cases ANNE ARUNDEL BROADBAND has included copies of applicable tariffs on its website at www.Broadstripe.com.
 4. **Limitations of Service; Access to 911 Services:** ANNE ARUNDEL BROADBAND offers both traditional circuit switched and interconnected VoIP (sometimes referred to as "Digital Voice" or "VoIP" Service). The availability of each type of service depends on your service location. Customer acknowledges and understands that:
 - a. FOR ANNE ARUNDEL BROADBAND'S DIGITAL VOICE SERVICE, IN THE EVENT OF A POWER FAILURE, YOUR ANNE ARUNDEL BROADBAND PHONE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, WILL NOT FUNCTION BEYOND THE DURATION OF ANY BATTERY BACKUP RESOURCES.

AS DESCRIBED FURTHER BELOW, NEW CUSTOMERS MAY PURCHASE A BATTERY BACKUP FROM ANNE ARUNDEL BROADBAND (OR FROM ANOTHER THIRD-PARTY RETAILER), WHICH WILL PROVIDE POWER TO THE ANNE ARUNDEL BROADBAND MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. THE BATTERY BACKUP DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE OF THE BATTERY BACKUP IS NOT GUARANTEED. THE BATTERY MAY NOT BE PROPERLY INSTALLED, MAY HAVE BEEN REMOVED, MAY FAIL, MAY PROVIDE POWER FOR ONLY A LIMITED TIME, OR MAY BE EXHAUSTED. IF THE BATTERY BACKUP DOES NOT PROVIDE POWER, THE SERVICES WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED.

YOU SHOULD NOTIFY ANNE ARUNDEL BROADBAND IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. **BACKUP BATTERY OR OTHER POWER FOR ANNE ARUNDEL BROADBAND SERVICES UTILIZING A TELEPHONE CABLE MODEM IS AT YOUR OPTION AND, WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS.**

When the "Replace Battery" light is illuminated on your EMTA, the battery is not functioning and consequently your phone service will not function in the event of a power outage. When the "Battery Low" light is illuminated, the battery is functioning, but will provide for less time than a fully charged battery in the event of a power outage. IT IS YOUR RESPONSIBILITY ALONE AND NOT ANNE ARUNDEL BROADBAND'S TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW."

For instructions on obtaining and installing replacement batteries in your EMTA, please go to www.Broadstripe.com or call (410) 987-9300.

AS A CONDITION TO SUBSCRIBING TO ANNE ARUNDEL BROADBAND PHONE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING YOUR BATTERY AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY.

- b. THE DIGITAL VOICE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, WILL NOT FUNCTION IF ANNE ARUNDEL BROADBAND'S CABLE NETWORK OR FACILITIES ARE NOT OPERATING, OR YOU LOSE YOUR BROADBAND CONNECTION FOR ANY OTHER REASON.
- c. THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY.
- d. The address associated with an E911 call is the authorized address where Service was originally provided. If the EMTA is moved, an E911 call will still identify the original service location. Movement of the advanced cable modem from the original service location is prohibited without ANNE ARUNDEL BROADBAND's prior written approval.
- e. From time to time, ANNE ARUNDEL BROADBAND will provide scheduled and unscheduled maintenance to customer premises equipment and the ANNE ARUNDEL BROADBAND network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance or repairs will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting on our website at www.Broadstripe.com. ANNE ARUNDEL BROADBAND will make a commercially reasonable effort to schedule maintenance of an expected duration of less than two hours after 12:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin during normal business hours. ANNE ARUNDEL BROADBAND will also provide prior customer notification of scheduled construction and repair activities by posting such notice on our website at www.Broadstripe.com and/or providing other customer notification.
- f. For new customers, (i) there may be a delay of at least one business day after installation of service for E911 service availability; and (ii) ANNE ARUNDEL BROADBAND may assign a temporary phone number to your account until it can complete the porting of your telephone number. Until your telephone number is ported to ANNE ARUNDEL BROADBAND, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT ANNE ARUNDEL BROADBAND ASSUMES NO RESPONSIBILITY AND HAS NO LIABILITY FOR DELAY IN THE AVAILABILITY OF E911 SERVICE, OR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.

- g. CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER'S INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES. Customer agrees to defend, indemnify, and hold harmless ANNE ARUNDEL BROADBAND, its officers, directors, employees, affiliates, suppliers and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel, and the operation of any medical monitoring device, or home security or alarm monitoring system.
- h. **Backup Power for Residential Digital Phone Service.** ANNE ARUNDEL BROADBAND's digital phone service is not line powered. As a result, the service will not function in the event of a power outage. New residential customers have the option to purchase backup power for the service either from ANNE ARUNDEL BROADBAND or a third party, which will enable the service to function for a limited time during a power outage. If you purchase a backup battery from ANNE ARUNDEL BROADBAND, the expected stand-by duration of power is eight (8) hours, but the talk time is significantly less than that, so you should minimize talk time during any extended power outage. The battery will not power your cordless phone (or your internet services). For best results, batteries should be stored at temperatures that do not exceed 77°F (25°C). Improper storage will reduce battery life. You can monitor your battery by checking the battery indicator lights on your modem, and you should periodically test the battery by disconnecting the service power source and ensuring that the service still functions.

5. Payment of Charges; Billing Disputes:

- a. Customer agrees to timely pay all charges, taxes and fees for the Service, including but not limited to installation/service call charges, monthly service charges, ANNE ARUNDEL BROADBAND Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in Section 7. Recurring monthly Service charges will be billed monthly in advance. IN ADDITION, ANNE ARUNDEL BROADBAND MAY REQUIRE THAT, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, CUSTOMER PAY THE FIRST MONTH'S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES. Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list that is posted on www.Broadstripe.com. ANNE ARUNDEL BROADBAND reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us. If you make payment by check, you authorize ANNE ARUNDEL BROADBAND 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"), releases, or other statements on or accompanying checks or other payments accepted by ANNE ARUNDEL BROADBAND and that any such notations shall have no legal effect. Customer may be charged an additional payment convenience fee for payments made through a customer care representative or at a ANNE ARUNDEL BROADBAND payment center.

Notice of Electronic Check Conversion: When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, **funds may be withdrawn from your account as soon as the same day we receive your payment**, and you will not receive your check back from the bank. If your payment is returned unpaid, you agree to pay a fee of up to \$30. Returned checks may be represented electronically.

Paperless Billing; Paper Statement Fee. We reserve the right to impose a fee of \$1.00 per month for each paper statement that we send to you. The fee is subject to change with notice to you. You can avoid this fee by agreeing to ANNE ARUNDEL BROADBAND's paperless billing. By agreeing to paperless billing, you acknowledge and agree that you will no longer receive paper billing statements in the mail and you will instead receive an email notification from us informing you when your monthly statement is ready to view. You will then have the ability to log on www.Broadstripe.com to pay your bill. You can switch back to

receiving paper statements at any time. If you require a paper statement due to a visual or other impairment, we will provide you with paper statements free of charge. Please contact us at (410) 987-9300.

- b. Customer must pay all monthly charges for the Service, along with all other ANNE ARUNDEL BROADBAND Services (cable television and/or Internet), on or before the due date stated on the monthly bill. Failure to pay charges invoiced may result in suspension or discontinuance of Service and/or your account, the removal of equipment delivered and/or the imposition of a late payment or service charge. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. In the event collection activities are required, a collection and/or trip charge (as determined by ANNE ARUNDEL BROADBAND in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by ANNE ARUNDEL BROADBAND will be paid by Customer.

ANNE ARUNDEL BROADBAND does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments.

- c. In the event Customer pays ANNE ARUNDEL BROADBAND an amount in excess of the amount due for the current billing period cycle, Customer agrees that ANNE ARUNDEL BROADBAND will apply the overpayment to the Customer's next monthly billing statement.
- d. If a billing dispute occurs, Customer has thirty (30) days from the date of receipt of the bill to register a written dispute with ANNE ARUNDEL BROADBAND. Customer should send billing disputes to: ANNE ARUNDEL BROADBAND, Attn: Billing Disputes, 406 Headquarters Drive, Suite 201, Millersville, MD 21108. Failure to object to a billing statement in writing within the 30-day period constitutes Customer's conclusive acceptance of the accuracy of the billing statement. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will ANNE ARUNDEL BROADBAND be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction.
- e. Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and time-based charges (e.g., international calling, long distance calling (applicable for certain calling plans) and other time or usage-based calling (applicable for certain calling plans), are available on www.Broadstripe.com. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change.

For billing purposes, a time-based 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. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. 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 ANNE ARUNDEL BROADBAND, its affiliates, or suppliers as if your call were answered by the called party, ANNE ARUNDEL BROADBAND will charge you for a completed call. If the computed charge for a time-based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

- f. The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- g. The continuing availability of the Service is dependent upon Customer maintaining current accounts with all ANNE ARUNDEL BROADBAND provided services, including cable television service and/or Internet service. If

Customer's ANNE ARUNDEL BROADBAND Phone account or any other account of Customer with ANNE ARUNDEL BROADBAND is past due, ANNE ARUNDEL BROADBAND may suspend or terminate ANNE ARUNDEL BROADBAND Phone upon notice to Customer as required by applicable law.

- h. If Customer discontinues ANNE ARUNDEL BROADBAND Phone or ANNE ARUNDEL BROADBAND's Internet service or cable television service, or if any such service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with ANNE ARUNDEL BROADBAND, to pay a reconnect charge or trip charge (where applicable) before reconnection.
 - i. You understand and agree that that our paper bills for the Services contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of our website. In accordance with our Customer Privacy Policy (which is delivered to you at the time of installation of service and is available for your review at our website), you may call (410) 987-9300 for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records. Please refer to our Customer Privacy Policy for further information concerning access to your call detail and other personal information.
 - j. If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
6. **Changes of Service.** Customers may change service, or order additional services offered by ANNE ARUNDEL BROADBAND by calling toll free (410) 987-9300. Customer requests for changes of services or additional services are subject to a pro-rated statement reflecting the difference in cost for monthly services on Customer's next billing statement. Customers have the right to rescind their order for new services without charge prior to installation. Billing will begin at the time the service is activated on the Customer's account.
7. **Pricing Policy:** All of our prices are subject to change. Prices and price guarantees exclude taxes and fees, however designated, including, but not limited to applicable regulatory, PEG and franchise fees, and regulatory recovery fees, cost recovery charges, Subscriber Line Charges, Line Access charges and/or Network Line Fees, carrier access fees and/or other access fees, surcharges, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, service call and repair charges, late fees and usage-based and separately billed charges (collectively, the "Separate Fees and Charges"). **The applicable Subscriber Line Charge, Network Line Fee and Carrier Service Fee for phone customers will apply and vary depending upon your service location and the phone services to which you subscribe. The Subscriber Line Charge, Network Line Fee and Carrier Service Fee are not government mandated taxes or fees, and are subject to change.** Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.** Not all of the Separate Fees and Charges apply to all services, or in all service locations.

Any applicable money-back guarantee given at the time Customer subscribes to the ANNE ARUNDEL BROADBAND service is available only to first time subscribers for refund of the first regular monthly payment made by Customer for the ANNE ARUNDEL BROADBAND service (excluding taxes and other fees, equipment charges, optional service charges, ANNE ARUNDEL BROADBAND OnDemand, pay-per-view, and long-distance and other usage based charges). Subject to applicable law, to be eligible for a money-back guarantee refund, Customers must: (i) timely pay for all services, taxes and fees, comply with applicable service agreement(s) and have returned all equipment; and (ii) disconnect and request a refund at the same time within thirty (30) days of service activation. The refund will not apply if service is reestablished by Customer within 180 days of disconnection. ANNE ARUNDEL BROADBAND's money-back guarantee policies are subject to change. Customers who have agreed to a minimum term arrangement (such as a Minimum Term Plan) are subject to additional terms, including early termination fees.

8. **ANNE ARUNDEL BROADBAND Equipment:**

- a. In order to provide the Service, ANNE ARUNDEL BROADBAND must install in and upon the Customer premises certain equipment, which may include, for example, cabling, voice enabled EMTAs provided by ANNE ARUNDEL BROADBAND, and other related apparatus and software provided by ANNE ARUNDEL BROADBAND (excluding equipment purchased or owned by Customer). All equipment, including but not limited to cables, wires, and modems delivered to and/or installed in the Customer's home by ANNE ARUNDEL BROADBAND ("ANNE ARUNDEL BROADBAND Equipment") remains the property of ANNE ARUNDEL BROADBAND; provided, however, unless otherwise specifically agreed to in a separate written agreement (such as a multiple dwelling unit agreement), ANNE ARUNDEL BROADBAND Equipment does not include internal cable home wiring (and passive devices connected to that wiring) that begins at a demarcation point roughly twelve (12) inches outside the point where the wiring enters the Customer's premises (the "Inside Home Wiring"). Ownership of the Inside Home Wiring passes to Customer upon installation. You acknowledge that we may remove or change the ANNE ARUNDEL BROADBAND Equipment at any time at our discretion. You agree not to use ANNE ARUNDEL BROADBAND Equipment for any purpose other than to use the Services in accordance with this Agreement. Upon termination of Service, for whatever reason, Customer's right to possess and use the ANNE ARUNDEL BROADBAND Equipment terminates. Customer must return all ANNE ARUNDEL BROADBAND Equipment in the same condition as when received, reasonable wear and tear excepted, by any method reasonably requested by us, within ten (10) days after disconnection of Service. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the ANNE ARUNDEL BROADBAND Equipment and other material provided by ANNE ARUNDEL BROADBAND. This removal will be conducted at an agreed to time; and you will ensure the return of all ANNE ARUNDEL BROADBAND Equipment to ANNE ARUNDEL BROADBAND. Failure to return the ANNE ARUNDEL BROADBAND Equipment to ANNE ARUNDEL BROADBAND undamaged within ten (10) days after disconnection of service will result in a charge to Customer's account for the repair cost or replacement value (as determined by ANNE ARUNDEL BROADBAND in its sole discretion) of the ANNE ARUNDEL BROADBAND Equipment. Customer agrees that ANNE ARUNDEL BROADBAND may charge such amount to Customer's credit card or bank account, if applicable (see Sections 19-23). In all events, Customer agrees to immediately pay such charges whether the ANNE ARUNDEL BROADBAND Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that ANNE ARUNDEL BROADBAND is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by ANNE ARUNDEL BROADBAND against Customer's credit card, security deposit or bank account.
- b. To the extent any software is licensed by ANNE ARUNDEL BROADBAND, such software is provided for the limited purpose of facilitating Customer's use of the ANNE ARUNDEL BROADBAND Phone Service as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the software, all of which are prohibited. Customer will return or destroy all software provided by ANNE ARUNDEL BROADBAND and any related written materials promptly upon termination of ANNE ARUNDEL BROADBAND Phone Service to Customer for any reason.
9. **Care of ANNE ARUNDEL BROADBAND Equipment:** Customer will safeguard the ANNE ARUNDEL BROADBAND Equipment from loss or damage of any kind, and agrees that neither Customer nor any other person (except ANNE ARUNDEL BROADBAND's authorized personnel) will open, tamper with, service, make any alterations to, move, relocate or remove any ANNE ARUNDEL BROADBAND Equipment from its point of initial installation, except that Customer may remove the equipment from the premises to return it to ANNE ARUNDEL BROADBAND. You understand and acknowledge that the address associated with an E911 call is the authorized address where Service was originally provided. If the EMTA is moved, an E911 call will still identify the original service location.

At your request, we may relocate the ANNE ARUNDEL BROADBAND Equipment within your premises for an additional charge, at a time agreeable to you and to us. If you change residences, you must contact ANNE ARUNDEL BROADBAND at (410) 987-9300 for information on whether the ANNE ARUNDEL BROADBAND Equipment and Services may be transferred to your new residence and what the relocation will cost will be. Any alteration, tampering, removal, etc., or the use of equipment which permits the receipt of Services without authorization constitutes theft of Service and is prohibited.

10. **Repair of ANNE ARUNDEL BROADBAND Equipment:** ANNE ARUNDEL BROADBAND will respond to all requests for repair to the ANNE ARUNDEL BROADBAND Equipment. ANNE ARUNDEL BROADBAND will repair and/or replace defective ANNE ARUNDEL BROADBAND Equipment in Customer's home. ANNE ARUNDEL BROADBAND is not responsible for the maintenance or repair of Customer equipment such as audio or video equipment, telephones, A/B switches, Inside Home Wiring or any other Customer equipment or property. Service, repair and other applicable charges may be imposed if ANNE ARUNDEL BROADBAND determines that damage to ANNE ARUNDEL BROADBAND Equipment or the system is caused by Customer or a third party, or if no fault is discovered in ANNE ARUNDEL BROADBAND's system or Equipment. ANNE ARUNDEL BROADBAND makes no warranties with respect to the ANNE ARUNDEL BROADBAND Equipment.
11. **Access to Customer Premises and Use of Existing Customer Property:** Customer grants ANNE ARUNDEL BROADBAND the right to install, operate and maintain its equipment in, under and upon the Customer's premises. Customer represents and warrants that he or she owns the premises on which ANNE ARUNDEL BROADBAND Equipment is or will be installed, or has obtained permission for such installation from the owner of the premises. Customer further agrees: (i) to provide ANNE ARUNDEL BROADBAND's representative with access at reasonable times to the premises to install, inspect, replace, remove, operate and maintain the equipment supplied by ANNE ARUNDEL BROADBAND and, upon the termination of Service, to remove any ANNE ARUNDEL BROADBAND Equipment from the premises (it being understood that ANNE ARUNDEL BROADBAND's failure to remove its property shall not be deemed an abandonment thereof). This authorization includes allowing ANNE ARUNDEL BROADBAND or its representatives to be on Customer's premises outside of Customer's home, even if Customer is not present; (ii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that ANNE ARUNDEL BROADBAND assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of ANNE ARUNDEL BROADBAND); and (iii) to allow ANNE ARUNDEL BROADBAND, in its discretion, to use for the provision of ANNE ARUNDEL BROADBAND's Services any existing wiring, conduit and/or other devices located within or installed upon the premises. Customer warrants that Customer possesses the authority to grant the rights specified herein and agrees to indemnify and hold ANNE ARUNDEL BROADBAND harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section.

Missed Appointment Charge. It is your responsibility to be at your home and provide ANNE ARUNDEL BROADBAND with access to your premises when you schedule a service appointment with ANNE ARUNDEL BROADBAND. ANNE ARUNDEL BROADBAND reserves the right to charge Customer a Missed Appointment charge for missed appointments if you fail to cancel the appointment at least one (1) hour in advance of the scheduled appointment. The Missed Appointment charge is currently a one-time charge of \$50, but such fee is subject to change from time to time upon notice to Customer. This charge applies to all customers and is not covered by the ANNE ARUNDEL BROADBAND Service Protection Plan.

12. **Customer Equipment:** In order to use the Services, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. You agree to keep the EMTA (defined above) plugged into a working electrical power outlet at all times. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF THE SERVICES VIA THE CORDLESS PHONE. In order to use online features of the Services, where we make those features available, you are required to provide certain hardware, software, and access such as a personal computer, an Internet browser, and access to the Internet. You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the Services. Any Customer Equipment that you use in connection with the Services must meet ANNE ARUNDEL BROADBAND's current minimum technical and other requirements. Those requirements are posted on www.Broadstripe.com (or on an alternative site if we so notify you). The requirements may be revised by us from time to time.

If you install or use Customer Equipment that does not meet the minimum technical or other specifications described above (a "Non-Recommended Configuration"), you agree (i) that the Services or some features of the Services may degrade or fail, (ii) that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the EMTA, and (iii) that the following limitation of liability shall apply: NEITHER ANNE ARUNDEL BROADBAND NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR

USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

ANNE ARUNDEL BROADBAND assumes no responsibility for the condition or repair of any Customer or other third-party equipment. ANNE ARUNDEL BROADBAND is not responsible or liable for any loss of or impairment to ANNE ARUNDEL BROADBAND's Service due, in whole, or in part, to a malfunction or defect in Customer or other third-party equipment. Customer agrees to adequately repair and maintain all of the Customer Equipment (including Inside Home Wiring) so that it does not interfere with the operations of the ANNE ARUNDEL BROADBAND system or the Service. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer Equipment or ANNE ARUNDEL BROADBAND Equipment that impairs the functionality or integrity of ANNE ARUNDEL BROADBAND's cable system or the Service. ANNE ARUNDEL BROADBAND may charge to Customer standard service charges: (i) to perform modification or recovery of the Service or to repair ANNE ARUNDEL BROADBAND's Equipment, system or network facilities if ANNE ARUNDEL BROADBAND determines that such modification, recovery or repair, was caused by Customer (or a third party), or if ANNE ARUNDEL BROADBAND finds no fault in its system or Equipment; (ii) to perform modification or recovery of the Service or to repair ANNE ARUNDEL BROADBAND's Equipment, system or network facilities if ANNE ARUNDEL BROADBAND determines that such modification, recovery or repair, was necessitated in whole or in part due to defective, improper, incompatible or inadequately maintained Customer or other third party owned equipment; or (iii) to perform services related to any Customer or third party equipment.

13. **Disruption of Service:** To the maximum extent allowed by law, ANNE ARUNDEL BROADBAND shall not be liable for any failure or interruption of Service resulting in part or entirely from a Force Majeure event (as described the "Force Majeure" section below) or any circumstance beyond ANNE ARUNDEL BROADBAND's control. Subject to the foregoing and applicable law, credit will be given for qualifying outages as follows: if there is a known, verifiable, Service interruption in excess of twenty-four (24) hours, ANNE ARUNDEL BROADBAND, upon notification of such failure or interruption from the Customer within thirty (30) days of such failure or interruption, will provide Customer with a pro-rata credit relating to such failure or interruption. Customer may notify ANNE ARUNDEL BROADBAND of the disruption of Service in writing or by calling (410) 987-9300. The credit amount is determined based on the Customer's monthly services, the number of services affected and the total outage time. ANNE ARUNDEL BROADBAND will not issue a credit if it is prevented from gaining access to its Equipment to fix the problem. Credits are issued the next available billing cycle, following a determination that credit is warranted. CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. ANNE ARUNDEL BROADBAND AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.
14. **Taxes, Fees and Charges:** ANNE ARUNDEL BROADBAND reserves the right to invoice you for any applicable federal, state, and local taxes and fees (however designated), surcharges, excises, regulatory recovery fees for municipal, state and federal government fees or assessments imposed on ANNE ARUNDEL BROADBAND, cost recovery charges, Subscriber Line Charges, Line Access charges and/or Network Line Fees, Carrier Service Fees, carrier access fees and/or other access charges, or any programs in which ANNE ARUNDEL BROADBAND 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. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.** The taxes, fees and charges may for example include those imposed on us or our affiliates or underlying carriers by statute, or an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that we, our affiliates or underlying carriers are required or permitted to collect from or charge to you. For example, ANNE ARUNDEL BROADBAND may charge its phone customers a monthly regulatory recovery or carrier service fee to help defray ANNE ARUNDEL BROADBAND's contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Sigecom, LLC or other affiliated or non-affiliated interconnection carrier) charge a Subscriber Line Charge or Network Line Fee to offset costs associated with connecting customers to the telephone network. **These charges are not a tax, and are not**

government-mandated. Taxes, government-related fees and non-government mandated charges and fees may be changed by ANNE ARUNDEL BROADBAND at any time with or without notice. Taxes, fees and other charges are shown as separate line items on the Customer's bill. If Customer is exempt from payment of any such taxes, it will provide ANNE ARUNDEL BROADBAND with an original government issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date ANNE ARUNDEL BROADBAND receives the tax exemption certification. Customer agrees to pay any other local, state or federal taxes, fees and/or charges that are not included on the Customer billing statement (including applicable real and personal property taxes levied with respect Customer's property) imposed or levied on or with respect to the Service, the equipment or installation or placement charges incurred with respect to the same.

15. **Use of Service:** Customer agrees that: (i) the Service provided by ANNE ARUNDEL BROADBAND will be utilized solely in accordance with this Agreement, all applicable laws and use policies adopted by ANNE ARUNDEL BROADBAND. ANNE ARUNDEL BROADBAND reserves the right to terminate your Service immediately and without advance notice if ANNE ARUNDEL BROADBAND, in its sole discretion, believes that you have violated this Agreement, any law or applicable use policy; (ii) unless you subscribe to a service plan that expressly permits otherwise (e.g., as part of a business services account), the Service provided by ANNE ARUNDEL BROADBAND will be utilized solely for Customer's personal, residential, non-commercial use in a private residence; in the living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premise used for both business and residential purposes. Customer shall not use the Service for any commercial or governmental activities, profit or non-profit, including but not limited to home office, business, call center services, sales, telecommuting, telemarketing, mechanized calling, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns.

Customer's use of the Service in a manner that is inconsistent with typical residential calling and usage patterns as determined by ANNE ARUNDEL BROADBAND in its sole discretion is prohibited. Calls must be originated and terminated at the service address listed on the account. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof. Customer agrees that if Customer uses the Service for any prohibited non-residential purpose, Customer will pay any applicable higher rates for such use during all past periods; (iii) Customer will adhere to any ANNE ARUNDEL BROADBAND policies, rules and regulations related to the Service. Customer acknowledges that ANNE ARUNDEL BROADBAND may adopt or change such policies, rules and regulations at any time. ANNE ARUNDEL BROADBAND reserves the right to disconnect Service without notice (except as required by applicable law) for any prohibited transmissions or uses and to terminate the Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be non-residential; (iv) Customer will 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. Customer further expressly agrees not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations; and (v) Customer will be liable for all use of the Services using the EMTA and for any and all stolen Services or unauthorized use of the Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the EMTA is stolen or that your Services 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 EMTA theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you. ANNE ARUNDEL BROADBAND RESERVES THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS ANNE ARUNDEL BROADBAND DEEMS NECESSARY TO PREVENT HARM TO ITS NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICES.

16. **Transfer of Telephone Numbers.**

- a. Switching to ANNE ARUNDEL BROADBAND from Another Provider. If you are switching to our Service from another service provider, you may transfer your existing phone number (if any) to our Service, provided that the following conditions apply:
 - i. You request the phone number transfer when you place your order for our Service.

- ii. Your current service provider releases your existing phone number, at our request, without delay and without imposing non-industry-standard charges on us.
 - iii. Transfer of your existing phone number to our Service would not, in our view, violate applicable law or our processes and procedures.
 - iv. You acknowledge and agree that if your EMTA is self-installed (where we make that option available) and is set up before the date that the number transfer becomes effective (“Port Effective Date”), you may only be able to make limited outgoing calls over the phone that you have connected to the EMTA. In that event, you should keep another phone connected to an existing phone extension at your service location or maintain a mobile telephone to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service.
 - v. You acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the EMTA installed on or before the Port Effective Date. Your existing phone service for the number that you are transferring will be disconnected on the Port Effective Date; if your EMTA is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. ANNE ARUNDEL BROADBAND will provide you with an estimate of the Port Effective Date at the time of service ordering or via email following your completion of the ordering process.
 - b. Switching from ANNE ARUNDEL BROADBAND to Another Provider To transfer your phone number from ANNE ARUNDEL BROADBAND to another service provider, you must place the order to transfer the Services through your new service provider (and not through ANNE ARUNDEL BROADBAND). ANNE ARUNDEL BROADBAND will release your phone number to your new service provider, provided that
 - i. your new service provider submits a properly completed transfer request to ANNE ARUNDEL BROADBAND;
 - ii. your new service provider will accept transfer of the phone number without delay or charge to ANNE ARUNDEL BROADBAND; and
 - iii. transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.
 - c. Assignment of Telephone Numbers. If ANNE ARUNDEL BROADBAND determines that your telephone number assignment does not conform with applicable industry guidelines, our internal policies, and/or the law, we reserve the right, with prior notice to you, to change the telephone number, without liability.
17. **Assignment or Transfer:** This Agreement, the Services and the ANNE ARUNDEL BROADBAND Equipment are not assignable or otherwise transferable by Customer without ANNE ARUNDEL BROADBAND’s prior consent. ANNE ARUNDEL BROADBAND may freely assign this Agreement without the giving of notice to Customer.
18. **Termination of Service by Customer:** Except as specifically agreed to in a writing signed by the parties (e.g., as part of an agreement or plan that has a specific term), or otherwise provided in this Agreement, the Service and this Agreement shall remain in effect until disconnection of the Service by ANNE ARUNDEL BROADBAND occurs as a result of ANNE ARUNDEL BROADBAND’s receipt of Customer’s notice of termination. Customer shall give such notice either in writing, or by calling ANNE ARUNDEL BROADBAND at (410) 987-9300; no other form of notice will be deemed valid. Any applicable money-back guarantee given at the time Customer subscribes to the ANNE ARUNDEL BROADBAND Service is available only to first-time subscribers for refund of the first regular monthly payment made by Customer for the ANNE ARUNDEL BROADBAND Service (excluding taxes and other fees, equipment charges, optional service charges, ANNE ARUNDEL BROADBAND OnDemand, pay-per-view, and long distance and other usage based charges). To be eligible for a money-back guarantee refund, Customers must: (i) timely pay for all services, taxes and fees and comply with applicable service agreement(s); and (ii) terminate service and request a refund in writing within thirty (30) days of service activation. The refund will not apply if service is reestablished by Customer within ninety (90) days of disconnection. ANNE ARUNDEL BROADBAND’s money-back guarantee policies are subject to change.

19. **Termination of Service by ANNE ARUNDEL BROADBAND:** If Customer breaches this Agreement or fails to abide by ANNE ARUNDEL BROADBAND's rates, rules, regulations and/or policies, ANNE ARUNDEL BROADBAND, at its option and without the giving of notice (except as required by law), may suspend or discontinue the Service and/or your account, remove the ANNE ARUNDEL BROADBAND Equipment, and pursue all of its other legal and equitable remedies against Customer. You understand and agree that suspension of your account may result in a disruption of all services that you subscribe to, including Internet and cable television services. Failure of ANNE ARUNDEL BROADBAND to remove its Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to ANNE ARUNDEL BROADBAND in the event that ANNE ARUNDEL BROADBAND shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. ANNE ARUNDEL BROADBAND may terminate its Service immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer. Subject to applicable law, ANNE ARUNDEL BROADBAND may also terminate this Agreement, or suspend and/or terminate your service or account for any other reason or no reason with notice to Customer. In the event ANNE ARUNDEL BROADBAND terminates this Agreement, any fees and charges will accrue through the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the ANNE ARUNDEL BROADBAND Equipment is returned. Prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due ANNE ARUNDEL BROADBAND for equipment or other applicable fees and charges. To the extent permitted by law, ANNE ARUNDEL BROADBAND may apply any security deposit or credit to offset any amounts due to ANNE ARUNDEL BROADBAND before remitting the balance to Customer.

Additional Right to Suspend, Limit and Terminate by ANNE ARUNDEL BROADBAND. ANNE ARUNDEL BROADBAND further reserves the right, subject to applicable law, to act immediately and without notice to terminate, suspend or limit your account and all service(s) that you receive from ANNE ARUNDEL BROADBAND if it: (i) determines that your use of any service(s) does not conform with the requirements set forth in this Agreement or any ANNE ARUNDEL BROADBAND policy, (ii) determines that your use of the service(s) interferes with ANNE ARUNDEL BROADBAND's ability to provide the service(s) to you or others, (iii) reasonably believes that your use of the service(s) may violate any laws, regulations, or written and electronic instructions for use, (iv) reasonably believes that your use of the service(s) interferes with or endangers the health and/or safety of our personnel or third parties; or (v) deems it necessary to prevent harm to our network, fraud or abuse of the service(s). ANNE ARUNDEL BROADBAND'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. You understand and agree that suspension of your account may result in a disruption of all services that you subscribe to, including Internet and phone services.

20. **Customer Obligations Upon Termination:** Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Service and the ANNE ARUNDEL BROADBAND Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Service. Customer will pay in full for use of the Service and the ANNE ARUNDEL BROADBAND Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the ANNE ARUNDEL BROADBAND Equipment is returned. Customer agrees to pay on a pro-rated basis for any use of the Service and/or ANNE ARUNDEL BROADBAND Equipment for a part of a month. Customer shall return the ANNE ARUNDEL BROADBAND Equipment to ANNE ARUNDEL BROADBAND, by any method reasonably requested by us, within ten (10) business days after disconnection of Service. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the ANNE ARUNDEL BROADBAND Equipment and other material provided by ANNE ARUNDEL BROADBAND. This removal will be conducted at an agreed to time, and may result in an additional fee. In all events, you will ensure the return of all ANNE ARUNDEL BROADBAND Equipment to ANNE ARUNDEL BROADBAND. If any ANNE ARUNDEL BROADBAND Equipment is not returned or is returned damaged, you agree that ANNE ARUNDEL BROADBAND may bill you for the repair or replacement of such equipment (as determined by ANNE ARUNDEL BROADBAND in its sole discretion), including without limitation charging your credit card or bank account, if applicable. In all events, Customer agrees to immediately pay such charges whether the ANNE ARUNDEL BROADBAND Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that ANNE ARUNDEL BROADBAND is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by ANNE ARUNDEL BROADBAND against Customer's credit card, security deposit or bank account. ANNE ARUNDEL BROADBAND may also apply

any security deposit or credit to offset any amounts due to ANNE ARUNDEL BROADBAND (including amounts due for unreturned or damaged equipment) before remitting the balance to Customer. If you are a business services customer or have otherwise subscribed to a plan that has a minimum term, you may also be required to pay an early termination fee.

21. **Recurring Charges:** ANNE ARUNDEL BROADBAND will charge all amounts payable by Customer to ANNE ARUNDEL BROADBAND to Customer's credit card or bank account (EFT) in accordance with the information provided by Customer. By providing a credit card or EFT number to ANNE ARUNDEL BROADBAND, Customer authorizes ANNE ARUNDEL BROADBAND to continue charging the credit card or EFT for all monthly fees (including without limitation monthly service fees and equipment charges, as well as applicable taxes and fees) payable to ANNE ARUNDEL BROADBAND, and any other charges incurred by Customer and payable to ANNE ARUNDEL BROADBAND pursuant to the Agreement. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate.
22. **Prepayments and Security:** ANNE ARUNDEL BROADBAND, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) prepayment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Customer understands and agrees that EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on the customer's account on a monthly basis. By providing a security deposit, or a credit card or EFT number to ANNE ARUNDEL BROADBAND, Customer authorizes ANNE ARUNDEL BROADBAND to charge against the credit card or EFT or withdraw from any security deposit or account: (i) the repair cost or replacement value (as determined by ANNE ARUNDEL BROADBAND in its sole discretion) of all of our Equipment that is not returned to ANNE ARUNDEL BROADBAND undamaged within ten (10) days after disconnection of Service; and (ii) amounts due to ANNE ARUNDEL BROADBAND for services, fees and other charges. Customer will be refunded the balance of any security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for ANNE ARUNDEL BROADBAND Equipment, if payment has been timely made for all amounts due on Customer's account and Customer timely returns our Equipment undamaged.
23. **Credit Card and Bank Account Authorization:** Customer warrants that Customer is either the authorized signatory on the credit card or EFT placed with us, or Customer has secured permission from the authorized signatory on the credit card or EFT to allow us to charge amounts to the authorized signatory's credit card or EFT in accordance with this Agreement. Customer authorizes us to charge all amounts due to us against the credit card or EFT. Customer agrees that we are not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of any EFT or credit charge against Customer's account. Customer agrees to inform us immediately of any change in credit card or EFT information (including without limitation a change in the credit card expiration date). Customer's card issuer agreement governs use of the credit card in connection with the ANNE ARUNDEL BROADBAND Service, and Customer must refer to that agreement with respect to Customer's rights and liabilities as a cardholder. If we do not receive payment from Customer's bank or credit card issuer or their agents, Customer agrees to immediately pay all amounts due upon demand by us.
24. **Late Fees; Collection Costs; and Service Interruption and Disconnection:** Customer may be billed fees, charges, and assessments related to late or non-payments if for any reason ANNE ARUNDEL BROADBAND does not receive payment for the Services by the payment due date or Customer pays less than the full amount due for the Services. Accounts with a delinquent balance will be assessed a late fee. The current late is set forth in the price list applicable to your service or can be provided to you on request. ANNE ARUNDEL BROADBAND late fee policy is subject to change at any time. In the event collection activities are required, ANNE ARUNDEL BROADBAND may impose a collection and/or trip charge (as determined by ANNE ARUNDEL BROADBAND in its sole discretion), in addition to all expenses and fees incurred by ANNE ARUNDEL BROADBAND. Moreover, 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. ANNE ARUNDEL BROADBAND does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. You acknowledge that 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. If you fail to pay the full amount due for any or all of the Service(s) then ANNE ARUNDEL BROADBAND, at its sole discretion in accordance with

and subject to applicable law, may interrupt, suspend or disconnect any or all the Service(s) you receive. ANNE ARUNDEL BROADBAND's late fee, service interruption and disconnection policies are subject to change at any time.

25. **Reconnection Charges, Terms and Conditions:** Before restoring a Customer's Service after disconnection for non-payment, ANNE ARUNDEL BROADBAND may require that Customer establish a credit card or an EFT method of payment and/or pay the full balance owed to ANNE ARUNDEL BROADBAND, a security deposit, a reconnection charge, and any applicable fees, taxes and any other applicable charges. Disconnected Customers who elect to remain disconnected are legally responsible for payment of all past due amounts, as well for as for the safe return of all ANNE ARUNDEL BROADBAND Equipment.
26. **Credit Inquiries:** ANNE ARUNDEL BROADBAND RESERVES THE RIGHT TO VERIFY AND APPROVE CREDIT AS A CONDITION OF PROVIDING ANY SERVICES, AND CUSTOMER AUTHORIZES ANNE ARUNDEL BROADBAND TO INVESTIGATE CUSTOMER'S CREDIT HISTORY BY OBTAINING A CREDIT REPORT OR OTHER SIMILAR INFORMATION AND/ OR MAKING INQUIRIES OF ACCOUNT HISTORIES. CUSTOMER AUTHORIZES ANNE ARUNDEL BROADBAND TO ENTER THIS INFORMATION IN CUSTOMER'S FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING CUSTOMER TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.
27. **Customer Information; Privacy:** Customer agrees that ANNE ARUNDEL BROADBAND may, from time to time, collect information concerning Customer, and Customer's use of the Service in the manner and for the purposes set forth in this Agreement and the ANNE ARUNDEL BROADBAND Privacy and CPNI Policies, which have been provided to Customer and are available for review on www.Broadstripe.com. You acknowledge that you have received the ANNE ARUNDEL BROADBAND Privacy and CPNI Policies and that you expressly consent to the terms of those policies, which we may amend from time to time. Customer expressly grants ANNE ARUNDEL BROADBAND permission to disclose personally identifiable information relating to Customer or Customer's account in response to: (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, ANNE ARUNDEL BROADBAND shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.
28. **CPNI Approval:** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at (410) 987-9300. If we do not hear from you within thirty (30) days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.
29. **Disability Access and 911 Dialing:** ANNE ARUNDEL BROADBAND phone uses the 711-dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. If you want to call someone using TRS, use your TTY or telephone, dial 711, and you will automatically be connected to a TRS operator. If you have any questions concerning access to or use of the ANNE ARUNDEL BROADBAND phone service, please call us at (410) 987-9300 or email us from the "Contact Us" section on www.Broadstripe.com. For those Broadstripe Phone customers that utilize TRS by dialing 711 from your ANNE ARUNDEL BROADBAND Phone, please use this service only in nonemergency situations. For any emergencies, please remember to dial 911 directly for quick and accurate emergency response.
30. **Customer Representations:** Customer represents and warrants that Customer is at least 18 years of age, and has provided and will continue to provide to ANNE ARUNDEL BROADBAND accurate, complete, and current Customer

information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of this Agreement.

31. **No Warranties:** CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. ANNE ARUNDEL BROADBAND, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE "ANNE ARUNDEL BROADBAND ENTITIES") MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. ANNE ARUNDEL BROADBAND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. ANNE ARUNDEL BROADBAND MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH-RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, 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. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT ANNE ARUNDEL BROADBAND HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANNE ARUNDEL BROADBAND HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON ANNE ARUNDEL BROADBAND ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. ANNE ARUNDEL BROADBAND MAKES NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA ANNE ARUNDEL BROADBAND'S FACILITIES OR THE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT THE ANNE ARUNDEL BROADBAND ENTITIES WILL NOT BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.
32. **General Limitation of Liability:** EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PROVIDED BY LAW, (I) THE ANNE ARUNDEL BROADBAND ENTITIES SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT OR INDIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF USE, BUSINESS, GOODWILL, PROFITS, WAGES, SAVINGS OR REVENUE, OR HARM TO BUSINESS), AND WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH ANNE ARUNDEL BROADBAND'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY; AND (II) IN NO EVENT SHALL THE ANNE ARUNDEL BROADBAND ENTITIES LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION OR FIVE

(\$5.00) DOLLARS. CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. THE ANNE ARUNDEL BROADBAND ENTITIES SHALL HAVE NO LIABILITY, AND THE ANNE ARUNDEL BROADBAND ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES. THE FEES FOR THE SERVICES SET BY ANNE ARUNDEL BROADBAND HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE ANNE ARUNDEL BROADBAND ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.

33. **Limitations on ANNE ARUNDEL BROADBAND's Liability for Customer Equipment and Software:** Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the ANNE ARUNDEL BROADBAND Equipment and the Services. Except for gross negligence or willful misconduct by us, neither ANNE ARUNDEL BROADBAND nor any of its affiliates, suppliers or agents 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 ANNE ARUNDEL BROADBAND, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. ANNE ARUNDEL BROADBAND 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. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACKUP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE ASSOCIATED RISKS OF ANY DECISION BY YOU NOT TO DO SO. NEITHER ANNE ARUNDEL BROADBAND NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA.

In addition, the opening of your computer or other devices may void warranties provided by the computer or device manufacturer or other parties relating to the computer's (or other device's) hardware or software. You understand that your computer or other device may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER ANNE ARUNDEL BROADBAND NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST ANNE ARUNDEL BROADBAND FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE ANNE ARUNDEL BROADBAND EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. ANNE ARUNDEL BROADBAND makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. 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 computer(s), 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 system. NEITHER ANNE ARUNDEL BROADBAND NOR ITS AFFILIATES, SUPPLIERS OR AGENTS 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.

ANNE ARUNDEL BROADBAND does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph 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 ANNE ARUNDEL BROADBAND NOR ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

34. **Limitations on ANNE ARUNDEL BROADBAND's Liability for Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. ANNE ARUNDEL BROADBAND is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. ANNE ARUNDEL BROADBAND shall not be bound by any undertaking, representation or warranty made by an agent, or employee of ANNE ARUNDEL BROADBAND or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, 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). ANNE ARUNDEL BROADBAND is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), 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 and ANNE ARUNDEL BROADBAND assumes no liability for such products, services, or content. The limitations of liability set forth in this Agreement apply to any acts, omissions, and negligence of ANNE ARUNDEL BROADBAND and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.
35. **Price Lists and Service Information.** While we try to ensure that all prices and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). ANNE ARUNDEL BROADBAND is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. ANNE ARUNDEL BROADBAND shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify ANNE ARUNDEL BROADBAND and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.
36. **Sole Remedy:** Customer's sole and exclusive remedies are as expressly set forth in these Terms and Conditions as the same may be amended in writing by ANNE ARUNDEL BROADBAND from time to time. 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 exclusions described above in this Agreement may not apply. In such states, THE LIABILITY OF THE ANNE ARUNDEL BROADBAND ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
37. **Customer Indemnification:** Customer agrees to defend, indemnify and hold harmless the ANNE ARUNDEL BROADBAND Entities from and against any and all claims and expenses, including reasonable attorneys' fees: (i) arising out of or related in any way to the use of the Service, Equipment or software by Customer (including its employees, agents and other users who access Customer's account) or otherwise arising out of the use of Customer's Account or any equipment or facilities in connection therewith, or the use of any other products or services provided by ANNE ARUNDEL BROADBAND to Customer; (ii) breach of this Agreement; and/or (iii) violation of applicable law, including laws relating to libel, slander, protection of patents, copyrights, trademarks and other intellectual property rights. ANNE ARUNDEL BROADBAND reserves the right to terminate or suspend the Service, and/or remove content from the Service, if ANNE ARUNDEL BROADBAND determines, in its sole

discretion, that Customer's use of the Service does not conform with the requirements set forth in this Agreement, interferes with ANNE ARUNDEL BROADBAND's ability to provide the Service, or violates any laws or regulations. ANNE ARUNDEL BROADBAND's actions or inaction under this Section shall not constitute review or approval of any use of the Service or content transmitted by Customer. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE ANNE ARUNDEL BROADBAND ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER'S ACCOUNT) BY USE OF THE SERVICES. THE ANNE ARUNDEL BROADBAND ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

38. **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.
39. **Complaint Resolution:** Customer may submit a complaint to ANNE ARUNDEL BROADBAND with regard to any aspect of the Service at any time by calling (410) 987-9300. When you call about a service problem, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR will schedule a service technician to visit your home. If a Customer has a complaint requiring further escalation, Customer should contact ANNE ARUNDEL BROADBAND at our local number, in writing at ANNE ARUNDEL BROADBAND, Attn: Billing Disputes, 406 Headquarters Drive, Suite 201, Millersville, MD 21108, or by emailing us from the "Contact Us" section on www.Broadstripe.com. ANNE ARUNDEL BROADBAND's policy is to reply to an escalated Customer complaint within thirty (30) working days of receipt. ANNE ARUNDEL BROADBAND will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of ANNE ARUNDEL BROADBAND.
40. **Binding Arbitration for Residential Services Customers:** UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR EQUIPMENT PROVIDED BY ANNE ARUNDEL BROADBAND OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH ANNE ARUNDEL BROADBAND, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, NEGLIGENCE, OR ANY OTHER INTENTIONAL TORT), OR ANY OTHER LEGAL OR EQUITABLE THEORY (A "DISPUTE") THAT CANNOT BE RESOLVED INFORMALLY AS DESCRIBED ABOVE SHALL, AT THE ELECTION OF EITHER PARTY, BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE UNDER THE THEN - CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY.

The parties intend that the term "dispute" be interpreted as broadly as possible and to include: (i) claims based on events that occurred prior to the date of this or any prior Agreement, (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision also does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission.

The party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association ("AAA"), 335 Madison Ave., floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org, or, by separate mutual agreement between us, to another arbitration organization. If there is a conflict between this arbitration provision and the rules of the arbitration organization chosen, this arbitration provision shall govern. If the arbitration organization selected will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as

written. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.

We further agree that:

- A. You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to Section 9 of the Agreement), or you waive the right to pursue any claim based upon such event, facts or dispute.
 - B. The arbitrator is bound by the terms of this arbitration provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.
 - C. No claim subject to arbitration under this Agreement may be combined with a claim subject to resolution before a court of law or equity.
 - D. The arbitration will take place at a location convenient to you in the area where you receive the service from us.
 - E. Any award of the arbitrator shall be in writing but need not state the reasons for the award unless requested by either party. Judgment upon an award may be entered in any court having competent jurisdiction.
 - F. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under any section of this Agreement.
 - G. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared; provided, however, before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees to the extent they exceed your local small claims court filing fees and (2) the portion of the arbitrator's costs for which you would normally be responsible. If ANNE ARUNDEL BROADBAND wins the arbitration, you will reimburse us for these advances. In all events, ANNE ARUNDEL BROADBAND will be responsible for its own expenses and costs.
 - H. The parties expressly waive any entitlement to attorneys' fees or punitive, incidental, consequential, exemplary, statutory or multiplied damages to the fullest extent permitted by law.
 - I. Claims may be brought on a party's own behalf, and not on behalf of any official or other person, or any class of people. All parties to the arbitration must be individually named. Consolidated or class action arbitrations shall not be permitted. You agree that you and ANNE ARUNDEL BROADBAND are each waiving the right to a trial by jury or to participate in a consolidated or class action.
 - J. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.
 - K. If any clause within this arbitration provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court.
 - L. In the event this entire arbitration provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a dispute that is found by a court to be excluded from the scope of this arbitration provision, you and ANNE ARUNDEL BROADBAND have each agreed to waive, to the fullest extent allowed by law, any trial by jury. This arbitration provision shall survive the termination of this Agreement or your service(s) with ANNE ARUNDEL BROADBAND.
41. **Minimum Term Service Plan.** If the service package (the "Minimum Term Plan") you have selected requires that you agree to a minimum term, additional Minimum Term Plan terms and conditions (the "MTP Terms") apply, which Terms are incorporated by reference. In the event of a conflict between this Agreement and the MTP Terms, the MTP Terms control. The complete MTP Terms are available at www.Broadstripe.com, and/or will be provided to you at the time we install your services. The Minimum Term Plan applies only to certain ANNE

ARUNDEL BROADBAND services and/or equipment (the "Plan Services") and is available to eligible residential customers located in participating service areas who have no outstanding obligations to ANNE ARUNDEL BROADBAND. You agree that: (i) the Minimum Term Plan is subject to the MTP Terms and ANNE ARUNDEL BROADBAND's standard terms and conditions and service policies for the Plan Services you subscribe to, which are available at www.Broadstripe.com; and (ii) if you subscribe to and pay for the Minimum Term Plan for the entire term identified in the Plan, monthly pricing for the Plan Services will only increase during the Minimum Plan term in accordance with your agreed-upon pricing terms, but changes can be made at any time to taxes, fees and surcharges as well as prices for other services not included in the Minimum Term Plan; and (iii) you can terminate the Plan anytime by calling us at the contact phone number on your billing statement, but if the Minimum Term Plan or a service or equipment that is part of the Plan is terminated (or in some cases, downgraded), after the first 30 days of the term of the Minimum Term Plan, you agree to pay for all services that we provided to you through the date of termination plus **AN EARLY TERMINATION FEE (ETF) OF UP TO \$165 for a 12-month services term or \$345 for a 24-month services term** (in each case, the amount of the ETF will decrease monthly over the term of the Minimum Term Plan). The amount of the ETF is subject to change. If you are a new, first time ANNE ARUNDEL BROADBAND customer and terminate the Plan within the first 30 days, you will not be charged an ETF, and you may be eligible for ANNE ARUNDEL BROADBAND's 30-day money back guarantee. If you are an existing ANNE ARUNDEL BROADBAND customer who is not eligible for the ANNE ARUNDEL BROADBAND 30-day money back guarantee and terminate the Plan within the first 30 days, you agree to pay for all services that we provided to you through the date of termination, but no ETF will apply. The term of the Minimum Term Plan will start when the Minimum Plan Services are installed and activated. If you do not terminate the Minimum Term Plan within 30-days, you will automatically be billed and the Terms will apply; and (iv) after the Minimum Term Plan expires, ANNE ARUNDEL BROADBAND will continue to provide the services to you on a month-to-month basis at our then standard, non-promotional pricing for the services.

42. **Telephone and Email Contact:** We ask that you provide us with a contact email address (which may include that of a wireless or mobile device) and telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with these contact addresses and telephone numbers, you give us express consent to email and call you for purposes that include marketing our services to you and providing you with transactional or informational messages about your account and services (for example, we may call or email you about a new product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/ or artificial voice messages. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from ANNE ARUNDEL BROADBAND's phone marketing list. You understand and agree that when we communicate with you by phone, the call may be recorded for quality assurance purposes. Please contact us if you do not want us to place telemarketing calls to you or send you marketing emails.
43. **Modification of Terms; Customer Notices:** So long as Services are provided to Customer, these Terms and Conditions, as amended, will remain in effect until canceled by either party in accordance with these Terms and Conditions. CUSTOMER AGREES AND ACKNOWLEDGES THAT ANNE ARUNDEL BROADBAND MAY FROM TIME TO TIME AMEND, REVISE OR RESTATE THESE TERMS AND CONDITIONS. CUSTOMER SHALL BE NOTIFIED OF ANY MATERIAL AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC, WRITTEN OR OTHER MEANS. FOR EXAMPLE, WE MAY NOTIFY YOU OF SUCH CHANGES BY U.S. OR OVERNIGHT MAIL, BY HAND DELIVERY (E.G., AT THE TIME OF INSTALLATION OF SERVICE), BY SENDING YOU AN EMAIL OR BY POSTING THE CHANGE ON OUR WEBSITE AT WWW.BROADSTRIPE.COM (OR AN ALTERNATIVE SITE AS DESIGNATED BY ANNE ARUNDEL BROADBAND). YOU AGREE THAT ANY ONE OF THE FORGOING MEANS OF NOTIFICATION IS SUFFICIENT. ANY AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON THE GIVING OF SUCH NOTICE. CUSTOMER'S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS. BECAUSE WE MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS, YOU AGREE TO REGULARLY CHECK YOUR POSTAL MAIL, EMAIL, AND ALL POSTINGS ON OUR WEBSITE AT

WWW.BROADSTRIPE.COM (OR AT AN ALTERNATIVE SITE AS DESIGNATED BY ANNE ARUNDEL BROADBAND). YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.

44. **Retention of Rights:** Nothing contained in this Agreement shall be construed to limit ANNE ARUNDEL BROADBAND's rights and remedies available at law or in equity. ANNE ARUNDEL BROADBAND 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 Customer information that is stored on ANNE ARUNDEL BROADBAND'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 Customer information.
45. **Change in Regulatory Status:** Customer acknowledges and understands that in some areas the Service uses Voice over Internet Protocol (VOIP) to transmit calls. If the FCC and/or State regulators change applicable law relative to the regulation of VOIP services that impacts upon the Service, Customer agrees that ANNE ARUNDEL BROADBAND may in its discretion amend or restate this Agreement to conform to applicable law.
46. **Entire Agreement:** This Agreement, together with any applicable sales or work order or other written agreement (and rules, regulations and policies adopted by ANNE ARUNDEL BROADBAND), constitutes the entire agreement between the Customer and ANNE ARUNDEL BROADBAND. No undertaking, representation or warranty made by any agent or representative of ANNE ARUNDEL BROADBAND in connection with the sale, installation, maintenance or removal of ANNE ARUNDEL BROADBAND's Services shall be binding on ANNE ARUNDEL BROADBAND except as expressly set forth in writing herein.
47. **Severability:** The parties acknowledge that ANNE ARUNDEL BROADBAND is subject to the provisions of applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of ANNE ARUNDEL BROADBAND under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, this Agreement shall remain in full force and effect, except for such term.
48. **Force Majeure:** ANNE ARUNDEL BROADBAND shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond ANNE ARUNDEL BROADBAND's control, including but not limited to acts of God, war, terrorist event, riot, embargoes, acts of civil or military authorities, actions or failures of suppliers or vendors, fire, floods, accidents, strikes, or shortages, failures or unavailability of telecommunications or computer facilities, resources, fuel, energy, labor or materials. ANNE ARUNDEL BROADBAND may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects ANNE ARUNDEL BROADBAND's ability to provide the Services herein.
49. **Applicable Law:** This Agreement shall be construed and enforced under applicable federal law, the regulations of the FCC and laws of the state and locality in which the Services are performed.