

BRIGHTSPEED® CONNECTED VOICE SUBSCRIBER AGREEMENT

This Brightspeed® Connected Voice Subscriber Agreement together with the materials referenced herein (“Agreement”) is between Brightspeed and the end user of the Service, Software, and/or Equipment described below (“you” or “Customer” or “Subscriber”). Please review the Agreement carefully; it governs your use and our provision of the Service, Software, and/or Equipment.

Your enrollment in, activation of, use of, or payment for Service, Software, and/or Equipment constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Service, Software, and/or Equipment and notify Brightspeed immediately to cancel and return all Equipment supplied by Brightspeed and return all Equipment supplied by Brightspeed by calling the Brightspeed phone number on your bill or through these websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts).

BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS:

- **SECTION 2(B) EXPLAINS 911 DIALING CANNOT BE GUARANTEED. BRIGHTSPEED RECOMMENDS THAT YOU ALWAYS HAVE SOME ALTERNATIVE MEANS OF ACCESSING 911 SERVICES FROM THE SUBSCRIBER LOCATION.**
- **SECTIONS 13 AND 14 CONTAIN LIMITATIONS ON BRIGHTSPEED’S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM BRIGHTSPEED FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, SOFTWARE, AND/OR EQUIPMENT.**
- **SECTION 16 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH BRIGHTSPEED OR FILE ANY LAWSUIT AGAINST BRIGHTSPEED AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**

BRIGHTSPEED STRONGLY ENCOURAGES YOU TO READ YOUR BILL EACH MONTH.

- All Service, Software, and Equipment is provided to you at the amounts shown on your payment receipt. If you have any question about your bill or any charge on your bill, please contact Brightspeed by using the

phone number on your bill or the links above. We will work with you to make sure you understand every aspect of your bill and try to resolve any issue or dispute you might have.

- We may include important messages related to your Service or changes to the agreements between you and Brightspeed in your Brightspeed online portal used to coordinate your Service (the “Account Portal”), the body of your payment receipt, or as a link within your payment receipt. It is your responsibility to read and understand these messages.

Brightspeed does not guarantee Service and strongly encourages you to take steps to prevent losses from issues you may encounter with your Service, Software, and/or Equipment. Brightspeed highly recommends against using your Service, Software, and/or Equipment in any manner that may cause you to suffer damage or loss of any kind should your Service, Software, and/or Equipment become unavailable or suffer from performance issues. For example, if you use your Service, Software, and/or Equipment for any business or commercial purpose, Brightspeed urges you to consider obtaining business interruption insurance to cover the risk of business or commercial losses.

1. Definitions.

“**AUP**” means the Acceptable Use Policy posted at <https://www.brightspeed.com/aboutus/legal/consumer/legal-notice/acceptable-use-policy>, including all future revisions.

“**Brightspeed**” (also “we,” “us,” or “our”) is a tradename referring to the affiliates of Lumen Technologies, Inc. that provide you the Service, Software, and/or Equipment. Neither Brightspeed, Inc. nor Lumen Technologies, Inc. provide Service, Software, or Equipment.

“**Enterprise Class**” means any Brightspeed customer (a) billed more than \$500 in MRCs for Service, Software, or Equipment, or (b) with 10 or more employees using the Service, Software, or Equipment.

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

“**Force Majeure Event**” means an unforeseeable event beyond the reasonable control of a party, including without limitation: acts of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from

Brightspeed's failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

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

“MRCs” means monthly recurring charges.

“NRCs” means non-recurring, one-time charges.

“Payment Services” means Brightspeed electronic and online methods you use to view and pay such invoices to Brightspeed, including, but not limited to, the following: AutoPay, eBilling, Quick Bill Pay, and payments you make through interactive voice response systems or through websites associated with or linked from www.brightspeed.com.

“Service” or **“Services”** means voice services and associated value-added services you receive from us pursuant to this Agreement, including, but not limited to Brightspeed Connected Voice service, additional services described in the Service Description Section below, and related Brightspeed installation, repair, support, and provisioning.

“Service” or **“Services”** when used in the Service Description Section below refers to the specific service or services being described.

“Subscriber Location” means physical location at which you tell Brightspeed to deliver the Service.

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

2. Service Description.

(a) Service. Service is a voice service; but it is provided using Internet-based calling (e.g., voice over Internet protocol (VoIP)) service that is delivered to you through two-way data communications and involves Internet connections at a required, minimum speed. For the Service to work, you must have the required Internet speed, Software, and Equipment. You must purchase the internet connection from Brightspeed or receive an alternative internet connection as approved and/or required by Brightspeed. Brightspeed will provide you with Equipment needed for the Service to the Subscriber Location. Any Equipment that you use with the Service must be leased, purchased, or otherwise provided from Brightspeed or otherwise pre-approved by Brightspeed. **Please note that the Service will not work if power is lost, disconnected or not available for any reason. You may want to have an alternate means of communication available to you in your home.**

(b) 911 Services.

(i) Connection and Limits. Because the Service works using Internet connections, calling 911 is different from what you might be used to with your traditional local or wireless service. With the Service, 911 dialing is not guaranteed for reasons described below. If 911 dialing does not work, your safety and the safety of others who use the Service could be affected. **For this reason, Brightspeed recommends that you always have some alternative means of accessing 911 services from the Subscriber Location.**

(A) Your Location Information Is Critical To Successful 911 Calling. FEDERAL LAW MAKES IT YOUR RESPONSIBILITY TO BE SURE THAT BRIGHTSPEED ALWAYS HAS YOUR CURRENT PHYSICAL LOCATION INFORMATION (YOUR “SUBSCRIBER LOCATION INFORMATION”), AND YOU NEED TO GET CONFIRMATION FROM BRIGHSPEED WHEN YOU CHANGE THAT INFORMATION. YOU SHOULD TELL ANYONE YOU LET USE THE SERVICE OR EQUIPMENT THAT 911 DIALING IS LINKED TO THE SUBSCRIBER LOCATION BRIGHTSPEED HAS ON FILE. IF YOU MOVE YOUR EQUIPMENT AND DIAL 911 WITHOUT TELLING BRIGHTSPEED OF YOUR MOVE, 911 CALLS COULD BE SENT TO THE WRONG EMERGENCY SERVICE PROVIDER.

(B) Dialing 911 Following Your Initial Service Activation. 911 dialing will work immediately after you activate the Service. After we have successfully processed your Subscriber Location Information into Brightspeed's 911 databases, Brightspeed will notify you of that fact at the email address you have provided. After that email notification, 911-dialed calls should generally automatically connect you to a 911 Emergency Service Provider. If the 911 activation is rejected or your Subscriber Location Information fails for any reason, you will be notified by email and you should either not move your Subscriber Location or have an alternative means of accessing 911 services.

(C) Your 911 Subscriber Location Information. With the Service, your Subscriber Location will be registered as your physical location for purposes of 911 dialing (your “911 Subscriber Location”), and Brightspeed will include that address in Brightspeed's 911 databases automatically at the time you order the Service. **If you move your Equipment using the Service, you agree to let Brightspeed know in writing before you make the move, even if the move is only temporary (for example, whether for a few hours or a longer duration).** The easiest way to do this will be through the Account Portal.

(D) Confirmation of 911 Subscriber Location If Moving.

(1) You agree that you will not move your Service for any reason at any time until you receive confirmation from Brightspeed accepting your proposed address change. Brightspeed will confirm – or may reject -- your request to change your 911 Subscriber Location Information. You should check the Account Portal (or other communications method Brightspeed tells you about) to receive our confirmation or rejection.

(2) 911 CALLING WILL NOT WORK PROPERLY IF YOU MOVE BEFORE YOU UPDATE YOUR ADDRESS INFORMATION WITH YOUR NEW 911 SUBSCRIBER LOCATION AND

RECEIVE CONFIRMATION FROM BRIGHTSPEED. IF YOU MOVE YOUR LOCATION BEFORE THAT, YOUR 911-DIALED CALL WILL GO TO THE EMERGENCY PROVIDER WHO TAKES CALLS FOR YOUR “OLD” SUBSCRIBER LOCATION. IF THIS HAPPENS, YOU WILL HAVE NO EMERGENCY ASSISTANCE IN WHAT MIGHT BE A SERIOUS HEALTH OR LIFE EMERGENCY.

(E) 911 SERVICES WILL NOT WORK IF:

- (1) you have no electrical power for the Service or electrical power is lost or unavailable;
- (2) your Internet connection fails or is disabled or becomes degraded (which would include situations where you fail to meet our required connection speeds);
- (3) you attempt to use the Service from outside the contiguous United States (the Service is not available in Alaska and Hawaii);
- (4) your Equipment malfunctions because it was not installed or connected correctly or because it is affected by normal service life limitations; or
- (5) your Service is disconnected for any reason.

(F) No Privacy Rights When Making 911 Calls. You agree that you have no privacy rights when Brightspeed transmits information about you in connection with a 911-dialed call, including your phone number, name, or address, even if these are not published in directories.

(G) General Information and Guidance on 911 Calling.

- (1) Labels. Brightspeed can provide labels that tell you that 911 calling with the Service may have limitations. Brightspeed recommends you place these labels on or near your phone or any device using the Service so others are aware of these limitations as well.
- (2) Information You Should Provide To 911 Emergency Service Providers. Brightspeed recommends that when you dial 911 you state your name, phone number, current location, and the nature of your emergency to 911 Emergency Service Providers. This is helpful in case your call is dropped or disconnected, or because your phone number and location may not always be available to the person receiving the 911 call.

(ii) Required Notice to be Given by Business Subscribers. This specific subsection applies to all Subscribers who use the Service for business purposes. You must notify all end users of the Service of the limitations on access to 911 calling described in this Section 2; and that access to 911 emergency service and the appropriate 911 Emergency Service Provider is only available at the location that Brightspeed has on record for that end user.

Brightspeed will provide notices and/or labels that will indicate that 911 service has limited availability and functionality when used with the Service, and Brightspeed recommends that the labels be placed on or end users' Equipment. Additionally, when your end users use a soft phone with the Service, a 911 warning will appear on the soft phone device. The end user must click on the display to acknowledge the warning. You should direct your end users to the following URL to review these 911 Emergency Service limitations:

<https://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. **By accepting the Service, you acknowledge that Brightspeed has advised your business of the 911 limitation associated with the Service, you understand this information, you accept the Service with these limitations, and you will notify all of your end users of these limitations.**

(c) Internet Connectivity. Service requires an Internet connection that meets the minimum speeds that Brightspeed describes to you, and Software and Equipment that is compatible with the Service.

(d) Failures or Events Affecting the Service. Service, including 911 services, will not operate if any of the following occur: power for the Service is lost, disconnected, or unavailable; Equipment, Software, or the Service malfunctions, is unavailable, or is improperly installed, configured or altered; or the Service's connection to the Internet is lost, disabled, degraded, or fails to meet the minimum speed requirements. Brightspeed cannot guarantee that the Service, Software, or Equipment will be continuous or error-free.

(e) Unsupported Calls. Service does not support certain dialing features or patterns, including 0+ dialing (that could include attempts to call collect, to do third-party billing, or calling-card calls). Service most likely will not support 3-digit dialing other than 711 ("Telecommunications Relay Service" or "TRS"), 911 and 411.

(f) Additional Information Regarding Service Provisioning.

(i) Telecommunications Relay Service. TRS is accessible with the Service by dialing 711, or using the toll-free number listed in your telephone directory. TRS is a free service for subscribers who are deaf, hard of hearing or have speech disabilities. These connections can sometimes be done through standard telephone equipment but sometimes require specially designed equipment.

(ii) Value-Added Services. Brightspeed may have services that we believe can add value to or enhance your Service. Such services may be offered at no charge, may require an additional NRC, or an additional MRC. Brightspeed may decide to stop making these value-added services available at any time, and we will not necessarily give you prior notice of our decision. If the value-added service involves a charge, Brightspeed will stop billing you that charge.

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

(a) Brightspeed-Provided Equipment.

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

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

(iii) Delivery and Installation of Equipment. Equipment may be delivered to you only in the continental United States. You understand that you are responsible for self-installing the Equipment once you receive it unless you select a technician installation from Brightspeed, which may require you to pay an additional charge. As required, you will provide us with reasonable access to your premises for technician installation of Equipment.

(iv) Copyright Software. If, in connection with your Service, you are purchasing Equipment, you should be aware that the Equipment may contain copyrighted software that is licensed under the General Public

License (GPL) and/or other open source licenses. To determine whether your Equipment contains open source software, visit <https://www.brightspeed.com/help/internet/modems-and-routers/open-source.html>. Copies of these licenses are available at this link. You may also obtain the complete corresponding source code from us for a period of three years after our last shipment of this product at the same location. This offer is valid to anyone in receipt of this information.

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

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

(a) Effective upon posting to <https://www.brightspeed.com/aboutus/legal/> (or successor URLs), or upon any written notice to you, including email and messages on your payment receipt or in your Account Portal, change this Agreement in a way that does not directly result in a material and adverse economic impact to you. Please check such website, your email regularly, and your Account Portal for any changes.

(b) Effective upon 30 days written notice to you, including email and messages on or with your payment receipt or in your Account Portal: (i) increase MRCs and/or NRCs, (ii) change the Service, Software, Equipment, and/or this Agreement in a way that directly results in a material and adverse economic impact to you, (iii) stop offering the Service, Software, and/or Equipment, and/or (iv) change the Dispute Resolution provision (Section 16). Brightspeed may reduce the foregoing notice period if such increase is based upon a any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction.

(c) Your continued use of the Service, Software, and/or Equipment after the applicable notice period constitutes acceptance of any changes. If you later conclude you no longer agree to the terms of your Service, you must immediately stop using the Service, Software, and/or Equipment and terminate your Service. The Term and Termination provision below describes how you can terminate your Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

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

6. Software.

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

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

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of Brightspeed or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by Brightspeed or the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that Brightspeed or the third-party licensor or supplier of the Software, as applicable, own all right, title, and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades, or Changes. Brightspeed may update, upgrade or change the Software and related settings on your computer from time to time. You agree to cooperate with Brightspeed in performing such activities. A program downloaded to your computer when Service is installed will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with our Privacy Notice. You may choose to turn off the automatic updates function. If you order a new Service from Brightspeed at a later date, and the automatic updates feature has been turned off, you may be prompted at that time to update Software currently on your computer before the new Software can be downloaded.

(g) Termination. Brightspeed may discontinue provision of the Software for any reason, including without limitation if Brightspeed's agreement with a software vendor is terminated. Additionally, for certain third-party

vendors Software will no longer be functional if: (i) you or your End Users discontinue subscribing to the vendor product for which the Software was provided or to Brightspeed's Service; (ii) this Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Service under this Agreement expires and you have not purchased a new term. Upon termination of your Service or Brightspeed notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other transaction with the Federal Government which calls for delivery or use of the Software by the Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software and documentation and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon us to make the Agreement effective, unless we specifically so consents by separate written agreement. Please contact us for Software manufacturer information

7. Service Conditions. The following conditions apply to the Service. Brightspeed may, without giving you any advance notice, suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) Limits on Use. Your use of the Service is subject to the applicable AUP posted at <https://www.brightspeed.com/aboutus/legal/consumer/legal-notices/acceptable-use-policy> and you agree not to use the Service in any way that violates the applicable AUP, for a business or for any commercial purpose if your Service is a residential service, or in a way that impacts Brightspeed network resources or Brightspeed's ability to provide services. You agree not to use the Service for high volume or excessive use or in a way that impacts Brightspeed network resources or Brightspeed's ability to provide services. Brightspeed considers "high volume" or "excessive use" to be more than 5,000 voice minutes per month. Service may only be used at the Subscriber Location for which Service is provisioned by Brightspeed. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one Internet log-on session to be active at one time, except if using a roaming account when traveling, in which case 2 sessions may be active. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your Equipment to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or

office location or single unit within a multiple dwelling unit for which Service is provisioned by Brightspeed. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents our ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You will not be in violation of this Agreement by allowing Service access to authorized employees, contractors, or permitted users (i.e., the customers of the establishment or hotel/motel guests and patrons). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the continental United States. It is the customers' responsibility to secure computers, servers, and equipment to avoid the opportunity of becoming exploited. Brightspeed may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure acceptable service levels to all Brightspeed customers. Brightspeed is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) No Resale, Distribution, Transfer, or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with Brightspeed's prior consent and according to Brightspeed's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you, and it will not benefit or be enforceable by any other person or entity.

(c) Assignment by Brightspeed. Brightspeed may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If Brightspeed does that, Brightspeed has no further obligations to you.

(d) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of your Services and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service and for maintaining a strong and confidential wireless network password. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. Brightspeed cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and Brightspeed makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service. **You agree that Brightspeed, in our sole discretion, may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Agreement.**

(e) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Brightspeed's ability to provide service to Brightspeed customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(f) Monitoring and Testing the Service. Brightspeed may, but is not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics that may be used for marketing purposes. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications (“apps”), and Websites that may contain improper material. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. Brightspeed may also test Service for maintenance purposes to detect and/or clear trouble.

(g) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of Brightspeed and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Brightspeed grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by Brightspeed or will be implied or arise by estoppels, with respect to any Service.

(h) Location-Based Advertising. You may receive advertisements based on the geographic area associated with your IP address. Brightspeed does not share your address or any personally identifiable information with advertisers and you will not see additional advertisements as a result of this program, but you may see advertisements that are more relevant to your geographic area.

(i) On-Hold Music. Customer represents and warrants that it either owns or has the right to use and license all musical works, sound recordings, and any other content or files delivered to Lumen under this Agreement, including without limitation, any applicable intellectual property rights (collectively “On-Hold Music”). Customer hereby grants to Lumen, for the term of this Agreement, a non-exclusive, assignable, and sub-licensable license to use the On-Hold Music as reasonably required by Lumen in the performance of its obligations under this Agreement. Customer shall indemnify, defend and hold harmless Brightspeed and its agents from and against any claims, suits, actions or proceedings brought against Lumen and/or its agents by a third party based on or arising from access to, or use of, On-Hold Music as contemplated by this Agreement.

8. Installation, Maintenance and Support.

(a) You agree that Brightspeed may use existing wiring at your Subscriber Location or may alter such wiring as necessary. You agree to make available separate electrical sources, circuits, and power with suitable outlets at your Subscriber Location to support your Service, and you are responsible to make sure all electrical connections are properly grounded. You agree to pay all costs for electricians, electrical work, or wiring work, if required.

(b) Charges may apply for installation, certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. Brightspeed will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in Brightspeed facilities (no charge if Brightspeed later finds the trouble was in Brightspeed facilities) or Brightspeed-provided Equipment or is found in your equipment or systems. A dispatch charge also applies if: (i) you request a service date change but fail to notify Brightspeed before the service date and our technician is dispatched on the service date (will have to pay dispatch charge and Brightspeed will change the service date) or (ii) our technician dispatched for maintenance of service and no trouble is found in Brightspeed facilities (applies each time this happens). Any requested repairs to your facilities or equipment are not included in the dispatch fee and will be charged on a time and materials basis.

9. Acceptable Use Policy. All use of the Services will comply with the AUP posted at <https://www.brightspeed.com/aboutus/legal/consumer/legal-notices/acceptable-use-policy>. Brightspeed may immediately terminate or suspend any account which Brightspeed believes is violating the AUP and hold you liable for actual damages in any way arising from, or related to, AUP violations. In addition to the AUP, you agree to comply with the Website User Agreement, as posted to <https://www.brightspeed.com/aboutus/legal/consumer/website-user-agreement/> and with the following rules:

(a) Abusive Behavior. Do not harass, threaten, or defame any person or entity, including Brightspeed and its employees or contractors. Do not contact any person who has requested no further contact.

(b) Privacy. Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without the written consent of the individual to which the information relates. Do not cooperate in or facilitate identity theft.

(c) Intellectual Property. Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate the works of authorship of any other person or entity without the written permission of the copyright holder.

Nothing in this section requires Brightspeed to take action against any user that violates this section, the AUP, or Website User Agreement, but Brightspeed is free to do so if it sees fit.

10. Privacy.

(a) By using Services, you acknowledge the Privacy Notice posted at <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice/> This notice describes how Brightspeed handles and protects your information, including customer proprietary network information, and how we market and communication with you. The Privacy Notice may change from time to time without notice to you.

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

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

11. Rates and Charges; Payment.

(a) Rates and Charges. All Service and Equipment is provided to you at the amounts shown on your payment receipt or Brightspeed bill. If you believe the amounts shown on your payment receipt or Brightspeed bill differ from the amounts disclosed to you during the ordering process as reflected in your order confirmation or master service agreement, please immediately contact Brightspeed customer service at the phone number on your bill or via the methods at the following websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service, (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts), or review in your Account Portal.

You are responsible for any charges associated with the Service, Software, and Equipment, including without limitation Equipment purchase and/or lease charges, monthly Service charges, any applicable usage charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, Taxes, fees, surcharges, and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. We may impose fees or surcharges to recover amounts assessed to

us by third parties or related to our provision of Service or Equipment to you. These fees or surcharges are not Taxes and are not required by law but are set by Brightspeed and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Service, Leased Equipment, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service. In the event we offer the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance, you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

(b) Payment.

(i) Payment of Charges. The Service is a prepaid service. You must set up automatic, monthly recurring payments for your Service and Equipment (if applicable) via a credit card, debit card, Apple Pay, or PayPal. MRCs will be charged to your chosen payment method on file in advance. Any NRCs or additional value-added services that you purchase will be charged to your payment method on file with us. Service will begin on the day it's installed and will automatically renew each month after the installation date. All payments must be made in U.S. currency. When you use Payment Services, you agree to comply with applicable agreements and terms and conditions associated with Payment Services, including the Brightspeed Electronic and Online Payment Terms and Conditions as posted to <https://www.brightspeed.com/aboutus/legal/> and policies on websites associated with or linked from www.brightspeed.com (or successor URL) and incorporated by this reference,

(ii) Messages on or with your Payment Receipt. Brightspeed may include important messages related to your Service, changes to this Agreement, or as required by state and federal authorities on or with the payment receipt or in your Account Portal. It is your responsibility to read and understand these messages.

(iii) Declined payments. If your payment method is declined, your Service will be suspended after 3 days. Once you update your payment method with us, we will reactivate your Service. The day we reactivate your Service will be your new payment date going forward.

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

(A) You will provide all information necessary for us to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete, and you will

promptly notify us whenever your personal or billing information changes. To use or enroll in a Payment Service, you must provide us with your email address for the receipt of notices. You agree to keep your email address updated and understand it is your responsibility to provide any changes or updates to your email address to us. Some Payment Services require you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating, or notifying us, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(B) You are solely and fully responsible and liable for all activities that occur under your Brightspeed account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify us if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your Brightspeed account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to us by contacting our customer service. You also agree to periodically change your passwords.

(C) You authorize us to provide information about and to make changes to your Brightspeed account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your data.

(v) Payment Information.

(A) Payment Services. For your convenience, you may elect to have us retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with us that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask us to retain for you. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees.

(B) Another Brightspeed or Financial Institution. If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that Brightspeed's terms and conditions and you agree that you are responsible for any charges you may incur from

the financial institution in order to make such online payments and that Brightspeed will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third-party site does not match the same amount presented at your Account Portal, on your Brightspeed payment receipt, Brightspeed's listed amount is deemed to be the accurate amount.

(C) Credit Card Policies. Regarding payments made by credit card, we reserve the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide us your credit card information, you authorize us to automatically charge your provided credit card for all charges on your account, and Brightspeed will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement, to the extent possible. No chargebacks are available or permitted.

(D) Partial Payment. Partial payments are acceptable, however Brightspeed's acceptance of such payments are not to be construed as an acceptable payment arrangement that automatically extends your Service beyond the normal disconnect date. Brightspeed's acceptance of late or partial payments (even those marked, "PAID IN FULL") and Late Charges will not constitute a waiver of any of CenturyLink's rights to collect the full amount due. If you are unable to pay an invoice in full prior to the due date, please contact Brightspeed using the phone number on your bill or through these websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service, (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts).

(E) Service Suspension; Collections; Other Restrictions. Brightspeed may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your payment method is declined or dishonored. Additionally, you may be subject to Service suspension or account termination at our discretion. You will be informed of such action if required by law. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees. You will not pay for the Services (as defined above), or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate us to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement. We reserve the right to terminate access to Payment Services for any account at any time.

(vi) Disputes. If you have any questions about your invoice or dispute a charge on your invoice, please contact Brightspeed customer service before the due date at the phone number on your bill or through these websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service, (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts). The charges will continue unless you inform Brightspeed promptly of any dispute and it determines that any charges were incorrect. **IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING US, YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 16 OF THIS AGREEMENT.**

12. Term and Termination.

(a) Month-to-Month Term. Unless otherwise specified herein, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) Termination. You may terminate this Agreement and your use of the Services at any time and for any reason by contacting following the instructions in your Account Portal or at the following websites Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service, (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts). **YOU CANNOT TERMINATE YOUR SERVICE BY E-MAIL.** If Services are terminated by you or Brightspeed for any reason on any day other than the last day of your applicable billing cycle, your payment for that month of Services and Leased Equipment will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle. Brightspeed may terminate this Agreement, your password, your account, and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if Brightspeed believes you or someone using your account has violated this Agreement. Brightspeed may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Brightspeed and is subject to applicable charges.

(c) Return of Leased Equipment. After you notify Brightspeed of your intent to terminate Service, you must promptly return your Leased Equipment to Brightspeed within 30 days after termination. After receiving your intent to terminate Service, After receiving your intent to terminate Service, Brightspeed will send customers with a Consumer/Residential account an email with a link to print a shipping return label to return the Leased Equipment to CenturyLink. For customers with Small Business or Enterprise Class accounts, you will print a shipping return label at www.brightspeed.com/returnmodem to return the Leased Equipment to Brightspeed. Brightspeed will, at its option, either: (1) charge your payment method on file (including preauthorized credit card or bank withdrawal) an amount up to the Equipment Charge if we do not receive the Equipment within 30 days after termination; (2) charge your payment method on file (including preauthorized credit card or bank withdrawal) an amount up to the Equipment Charge upon termination and credit you back for such charge **ONLY** if Brightspeed receives your

Equipment within 30 days following termination; or (3) continue to charge your payment method on file (including pre for the Equipment until Brightspeed receives the Equipment

(d) Deletion of Data upon Termination. Upon termination of your Service, we may immediately delete all data, files, and other information stored in or for your account or on your Website without notice.

13. Limitation of Liability. THE LIMITATIONS OF LIABILITY IN THIS SECTION 13 APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), EXCEPT AS TO A PARTY WHOSE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE CAUSED YOUR DAMAGES OR LOSSES. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 16(b)(ii).

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. BRIGHTSPEED EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. BRIGHTSPEED RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY.

(b) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(c) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY, BRIGHTSPEED WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF THE THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM ANY SUCH THIRD-PARTY.

(d) Payment Services.

(i) PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT PAYMENT RECEIPT INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND UNDERSTAND THAT CENTURYLINK CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA

RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.

(ii) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT BRIGHTSPEED HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWING THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) WE ARE PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY AMOUNTS YOU OWE BRIGHTSPEED; OR (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL.

(iii) ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER, INCLUDING BUT NOT LIMITED TO INSUFFICIENT FUNDS, ACCOUNT CLOSED OR INVALID ACCOUNT NUMBER, ARE DEBITED FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR CENTURYLINK ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON OUR RECEIPT OF THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, E.G., CASH, CASHIER'S CHECK, OR MONEY ORDER.

(iv) BRIGHTSPEED DOES NOT GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYMENT REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view your payment receipt electronically or online for any reason, contact Brightspeed Customer service by calling the phone number on your bill or through these websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service, (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts).

(e) AS PART OF PROVIDING SERVICE, BRIGHTSPEED MAY ACCESS YOUR PREMISES, COMPUTER HARDWARE AND SOFTWARE, AND YOUR NETWORKING AND INTERNET-RELATED EQUIPMENT. BRIGHTSPEED DOES NOT REPRESENT OR WARRANT THAT THE TECHNICIANS DOING SUCH WORK HAVE ANY SPECIAL EXPERTISE REGARDING YOUR COMPUTER OR SUCH EQUIPMENT.

(f) THE LIABILITY OF BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS IS FURTHER LIMITED AS FOLLOWS:

(i) FOR EQUIPMENT-RELATED CLAIMS, YOUR SOLE REMEDY IS THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 14;

(ii) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER;

(iii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER; AND

(iv) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF SERVICE, YOUR USE OF THE SERVICE, AND BRIGHTSPEED'S BILLING FOR THE SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED IN THE SIX MONTHS PRIOR TO NOTIFYING US OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.

(v) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER BRIGHTSPEED HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT.

(g) BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER IF SUCH DELAY OR FAILURE IS CAUSED BY A FORCE MAJEURE EVENT OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

14. Warranty.

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

LIMITED WARRANTY

(i) The Equipment is warranted by Brightspeed to the person originally purchasing or leasing the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the Equipment lease, only (for Equipment leased from Brightspeed); and (B) for a period of 30 days from the date of Equipment purchase from Brightspeed (“Warranty Term”). Equipment you purchase may be eligible for additional warranty coverage from the manufacturer of that Equipment and you should review the materials included with that Equipment or contact the Equipment manufacturer for further information.

(ii) This Limited Warranty covers only the basic operations of the Equipment, and Brightspeed does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, operating, or other system. If the Equipment malfunctions due to a manufacturing defect before the Warranty Term expires, Brightspeed will replace or repair it, at its option, without charge, so long as (A) you notify us by contacting us as set forth in Section 14(a)(vi) below, report that the Equipment’s basic operations are not functioning properly, and cooperate with the Brightspeed representative to evaluate the circumstances; (B) the date you so notify us is within the Warranty Term specified above; and (C) you promptly return the Equipment according to the procedure specified in Section 12(c), if Brightspeed requires you to return the Equipment. Brightspeed will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within thirty (30) days after you comply with (A) through (C), above; (2) provide you with an expedited option whereby we will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, we may charge you, via a credit card that we accept or other means Brightspeed chooses, for the full retail cost of the replacement Equipment (“Advance Charge”). If you return your defective Equipment to us according to procedure specified in Section 12(c), if Brightspeed requires you to return the Equipment, and we receive

your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, we will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option that you and Brightspeed may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) Repaired/Replacement Equipment. Brightspeed may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at Brightspeed's sole discretion. This Limited Warranty will apply to the replaced or repaired Equipment, for ninety (90) days or until the end of the warranty period set forth herein, whichever is longer. All replaced products or parts become the property of Brightspeed and will not be returned.

(iv) Exceptions and Exclusions. This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by Brightspeed, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty. You agree that Brightspeed is not responsible for any damages that may occur if your relationship with your Internet service provider causes interference or interruption with the Service. If such actions cause your Service not to work correctly, you will still be billed by Brightspeed for the Service and Brightspeed will not issue credits for such incidents. Service may not be compatible with communications equipment or services at your physical location that are not associated with the Service, including security services, fax machines, satellite systems, monitored medical device alert, alarm, or assistance systems, and Brightspeed is not responsible in any way for such incompatibility or any problems or losses of any type related to that equipment or services.

(v) No Other Express Warranties and Limitation of Implied Warranties. This Limited Warranty is the only express warranty extended by Brightspeed in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) This Limited Warranty is extended to the person originally purchasing or leasing the Equipment, and no others. If you have questions, please call the Brightspeed phone number on your bill or contact us through these websites: Residential Customer Service (Consumer/Residential accounts), Small Business Customer Service, (Small Business accounts), or Enterprise Class Customer Service (Large Business & Government accounts).

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

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, EQUIPMENT, INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEEDING SECTION, BRIGHTSPEED PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. BRIGHTSPEED DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY BRIGHTSPEED, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. BRIGHTSPEED IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLECT, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. BRIGHTSPEED TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. BRIGHTSPEED MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

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

16. Dispute Resolution.

THIS SECTION 16 SHALL NOT APPLY TO ANY ENTERPRISE CLASS CUSTOMER.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY BRIGHTSPEED OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND BRIGHTSPEED ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICES, SOFTWARE, AND/OR EQUIPMENT, REGARDLESS OF THE LEGAL THEORY.

(a) Pre-Filing Requirements Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to Brightspeed in writing in a manner sufficient to allow Brightspeed a fair and adequate opportunity to resolve the dispute without litigation (“Notice of Claim”). Any Notice of Claim should be emailed to legalaffairs@brightspeed.com or mailed to Brightspeed, 717 McGilvery Street, Fayetteville, NC 28301.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND CENTURYLINK WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

(i) Notice of Claim Must Be on an Individual Basis. Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.

(ii) Fair and Adequate Opportunity to Resolve the Dispute.

(A) Brightspeed commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide Brightspeed a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

(1) the Brightspeed account number(s) for the account(s) related to the claim or dispute;

(2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, service, equipment, or software issues;

- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) all supporting documentation, including copies of your bills supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from Brightspeed for additional information to support or clarify your claim or dispute.

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name and affiliation with Brightspeed (e.g., Brightspeed employee, Brightspeed-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 16(a)(ii)(A) and (B), Brightspeed will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. Brightspeed will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 16(a)(ii)(A) and (B), Brightspeed is not obligated to search its records

(iii) 60-Day Pre-Filing Period. If you and Brightspeed are unable to resolve your claim or dispute within 60 days after Brightspeed receives your Notice of Claim that meets the requirements of Sections 16(a)(i) and 16(a)(ii) ("60-Day PreFiling Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in Section 16(a)(i), or because it does not include the information required by Section 16(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which Brightspeed has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of Sections 16(a)(i) and 16(a)(ii), but you fail to respond to a reasonable request from Brightspeed for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.

(iv) Pre-Filing Tolling Period. Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days after Brightspeed receives your Notice of Claim (“Pre-Filing Tolling Period”). If you fail to respond to a reasonable request from Brightspeed for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of Brightspeed's request.

(b) Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. By this Agreement, both you and Brightspeed waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

(i) Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases. Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.

(ii) Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. As consideration for the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 16(b), Brightspeed agrees that:

(A) Brightspeed will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;

(B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds Brightspeed's highest offer of settlement during the 60-Day Pre-Filing Period, Brightspeed will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;

(C) Nothing in this Agreement, including the limitations on liability in Section 13, will prevent or limit the recovery of statutory remedies;

(D) The damage cap in Section 13(f)(iv) is increased so that it will not exceed the total charges you paid to Brightspeed in the twelve months prior to notifying Brightspeed of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 13(f)(iv) is

increased so that it will not exceed the charges you paid to Brightspeed during the last twelve months before terminating service; and

(E) Brightspeed will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that Brightspeed retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this Section 16(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award of attorneys' fees, costs, and expenses than allowed under Section 16(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both Section 16(b)(ii) and applicable law.

(iii) Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis not severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 16(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then Section 16(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this Agreement.

(c) Waiver of Right to Jury Trial. BOTH YOU AND BRIGHTSPEED WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS. To the extent court action is appropriate under this Agreement, any trial of your claims and Brightspeed's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in Section 16(d).

(d) Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 16(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 16(c) shall be unenforceable and severed from this Agreement.

(e) Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY BRIGHTSPEED OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR PAYMENT RECEIPT, YOU MUST NOTIFY BRIGHTSPEED OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR PAYMENT RECEIPT. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED PAYMENT RECEIPT. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE

YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

17. Waiver of Right to Jury Trial and Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis for Enterprise Class Customers. This Section 17 shall apply only to Enterprise Class customers. **BOTH YOU AND BRIGHTSPEED WAIVE THE RIGHT TO A JURY TRIAL ON YOUR CLAIMS.** By this Agreement, both you and Brightspeed waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) pursue their claims in a single court action, or (2) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.

18. Limitation on Time to File Any Claim, Dispute, or Lawsuit for Enterprise Class Customers. This Section 18 shall apply only to Enterprise Class customers. YOU MUST NOTIFY BRIGHTSPEED OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY BRIGHTSPEED OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

19. Notices. Except as otherwise provided herein, all required notices to Brightspeed must be in writing and sent to 717 McGilvery Street, Fayetteville, NC 28301; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, postcard, letter, call to your billed telephone number, or email to an address provided by you either when you ordered Service or Equipment or at a later time. You agree to provide Brightspeed with any and every change to your email address by reason by calling 833-692-7773, emailing us at fibersuccess@brightspeed.com, by chatting with us through www.brightspeed.com, or making such change in your Account Portal. If you fail to provide updated email address information to Brightspeed, you agree that any notices sent to the email address provided by you will be deemed to have been received by you. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the email address you provided.

20. Supremacy.

(a) For customers other than Enterprise Class:

(i) In the event of any inconsistency between this Agreement and any other documents exchanged between you and Brightspeed related to the Service, Software, or Equipment, the provisions of this Agreement will control.

(ii) In the event of any inconsistency between Sections 13 and 16 of this Agreement and the liability limitations and dispute resolution provisions of any other agreement between you and Brightspeed or any of its affiliates, Sections 13 and 16 of this Agreement shall control. The sole exception to the foregoing is that if you are subject to this Agreement and the Brightspeed Internet Subscriber Agreement, then Section 13(d) of this Agreement shall continue to apply; and

(ii) In the event any other agreement between you and Brightspeed or any of its affiliates does not contain liability limitations or dispute resolution provisions, Sections 13 and 16 of this Agreement shall control to the greatest extent permitted by law.

(b) For Enterprise Class customers:

(i) In the event of any inconsistency between this Agreement and any other documents exchanged between you and Brightspeed related to the Service, Software, or Equipment, the order of priority for resolving any inconsistency shall be as follows: your master service agreement or a Brightspeed-approved government contracting vehicle and any other documents attached to or expressly incorporated into the same, and then this Agreement.

(ii) Notwithstanding any other provision in this Agreement, Section 16 of this Agreement shall not apply, and any dispute resolution provisions of any other agreements between you and Brightspeed or any of its affiliates shall control.

21. Entire Agreement.

(a) For customers other than Enterprise Class, this Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and Brightspeed with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter of this Agreement.

(b) For any Enterprise Class customers, this Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and Brightspeed

with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings between you and Brightspeed relating to the subject matter of this Agreement.

22. Governing Law. This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action or lawsuit.

23. General. If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any Brightspeed employee, vendor, contractor, or agent at any time. Brightspeed reserves the right to terminate your Services, Software, and Equipment without notice in the event of such behavior.

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