

## Business Services Agreement Order Form

### General Terms and Conditions

#### 1. Access to Premises

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom ("Mediacom Facilities") and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

#### 2. Purchase of Services; No Resale

Other than Customer's authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party's copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

#### 3. Fees and Charges

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom's income). All recurring Monthly Service Fees are billed in advance. Installation/Set-up Fee is due at time installation. All other fees and other amounts may be billed and will be due in accordance with Mediacom's standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys' fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

#### 4. Relationships with End Users

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom's applicable subscription or customer agreement, terms, conditions and policies, as from time to time in

effect and modified or replaced by Mediacom in its discretion ("Subscriber Terms"). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

## 5. Equipment

### 5.1 Customer Premise Equipment Supplied by Mediacom

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises ("CPE") with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full ("Purchased Equipment"). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer's possession or control (other than Purchased Equipment) to Mediacom.

### 5.2 Equipment Not Supplied by Mediacom

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

## 6. User Software

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or suppliers ("our Licensors"). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms").

## 7. Certain Obligations of Customer.

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

## 8. Mediacom Business Phone

### 8.1 Tariffs

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

### 8.2 International Services

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly and shall pay all invoices timely.

### 8.3 Customer Proprietary Network Information ("CPNI")

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer's CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission ("FCC") has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom's personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC's rules shall not apply to the relationship between Mediacom and Customer.

## 9. Mediacom Online Service

### 9.1 Services

The Services may be used only by Customer's authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer's internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. "User" means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

### 9.2 IP Addresses

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer's use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

### 9.3 Acceptable Use Policy

(a) Use of the Service by each User must comply with Mediacom's Business Acceptable Use Policy (the "BAUP"). The BAUP is posted online at [business.mediacomcable.com/baup](http://business.mediacomcable.com/baup) and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third-party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the

Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at [business.mediacomcable.com/baup](http://business.mediacomcable.com/baup) (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

#### 9.4 Risks of Internet Usage

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

#### 10. Termination

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 30 days' prior written notice.

#### 11. Effects of Termination

Upon termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely. In addition, if Customer entered an Installment Agreement to pay upfront construction costs over the course of a specified number of months, Mediacom may accelerate the remaining balance in accordance with Section 7 of the Installment Agreement.

## 12. Warranty Disclaimer

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

## 13. Outages, Etc.

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

## 14. No Consequential Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

#### 15. Limit On Direct Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

#### 16. Essential Element Of The Bargain

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

#### 17. Indemnification

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

#### 18. Liquidated Damages for Agreements with a Service Term

For agreements that contain an obligation to purchase any Service for a specified Service Term (for example, 3 years), if the Customer breaches such obligation, Customer shall pay to Mediacom an amount equal to the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term (the "Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that Mediacom's harm caused by Customer breach would be impossible or very difficult to accurately estimate as of the Effective Date of the Agreement, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Customer breach.

#### 19. Arbitration

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") [http:// www.adrforum.com/](http://www.adrforum.com/) or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration.

(b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, One Mediacom Way, Mediacom Park, NY 10918).

(c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction.

(d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award.

(e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.

(f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees.

(g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

## 20. Miscellaneous

### 20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspace, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.



## 20.2 Force Majeure

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

## 20.3 Persons Bound; Assignability; No Third-Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third-party beneficiary of this Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any End User

## 20.4 Severability

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

## 20.5 Governing Law; Waiver of Jury Trial; No Class Actions

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

## 20.6 Entire Agreement

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

#### 20.7 Amendments; Waivers; Counterparts

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

#### 20.8 Specific Performance

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed, and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

#### 20.9 Remedies Are Cumulative

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

#### 20.10 Binding Agreement

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

#### 20.11 No Disclosure of Terms, Etc.

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

#### 20.12 Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

#### 20.13 Certain Rules of Interpretation; Further Assurances

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

#### 20.14 Regulatory Change

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

## ADDITIONAL TERMS OF SERVICE FOR MEDIACOM BUSINESS MANAGED WI-FI SERVICE AND HOTSPOT USE

### 21. Mediacom Managed Wi-Fi

#### 21.1 Wi-Fi Service

Mediacom Business Wi-Fi supported by a Mediacom Business-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Premises ("Wi-Fi Network"), for which Customer may be charged a fee consistent with Mediacom's then-current practices. Customer must purchase Mediacom Online Service in order to receive Mediacom Business Managed Wi-Fi. The Mediacom provided Wi-Fi router comes programmed with certain default settings and configurations for the Wi-Fi Network. Customer may modify the default settings and configurations on the Mediacom provided Wi-Fi router although Mediacom Business recommends maintaining the default configuration and settings. Mediacom does not guarantee the security of the Mediacom provided Wi-Fi router and Customer's connection to the Online Service via the Wi-Fi Network. Customer understands and agrees that Customer is solely responsible for the security of its Wi-Fi Network and must enable and use encryption in order to access Mediacom provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Mediacom accepts no liabilities for any third-party usage.

#### 21.2 Mediacom Business Wi-Fi Router

The Mediacom provided Wi-Fi router will collect and maintain certain information regarding access to and use of the Wi-Fi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Mediacom to provide the Online Service and support, as well as for Mediacom's internal business analytics regarding the use of the Online Service. Customer acknowledges and agrees that Mediacom shall have access to the network name and password associated with the Mediacom provided Wi-Fi router in order to provide support and diagnostic services. Mediacom reserves the right to modify the Wi-Fi network name and password for the Mediacom provided Wi-Fi router in order to safeguard internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Online Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane Wi-Fi Network names are prohibited and may be modified in Mediacom's sole discretion. Customer acknowledges that the Mediacom provided Wi-Fi router is considered CPE and owned by Mediacom.

#### 21.3 Mediacom Managed Wi-Fi Hotspot

Mediacom reserves the right to configure the Mediacom provided Wi-Fi router to distribute a wireless internet access point (i.e., a Mediacom Managed publicly accessible Wi-Fi Hotspot) separate from the Wi-Fi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such Wi-Fi Hotspot and shall not be responsible for the security of the Wi-Fi Hotspot.

(a) To be eligible to receive the Wi-Fi Hotspot, Customer must be receiving Mediacom Online Service. Subject to the foregoing, Mediacom will, and Customer grants Mediacom permission to, attach, install, maintain, operate, and upgrade Wi-Fi-related equipment, cables, and devices ("Wi-Fi Equipment") on and within the Premises. The Wi-Fi

Equipment will be operated by Mediacom, at no cost to Customer, in order to provide the Wi-Fi Hotspot at the Premises(s). Customer agrees to provide a standard power source for operation of the Wi-Fi Equipment.

(b) Customer's use of the Mediacom Managed Wi-Fi Hotspot is subject to the following additional terms and conditions:

(i) The Wi-Fi Hotspot made available at Premises may be accessed by Customer and its End Users through their Mediacom accounts for no additional charge.

(ii) To access the Wi-Fi Hotspot, Customer and its End Users and patrons must have a Wi-Fi-enabled device that meets the technical specifications for the Wi-Fi Hotspot.

(iii) Customer grants Mediacom the right to advertise, market and otherwise promote Customer's location(s) as a Wi-Fi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Mediacom's sole discretion, and Customer grants Mediacom a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.

(iv) Customer will not be entitled to receive any refunds or credits should the Wi-Fi Hotspot be interrupted or fail, regardless of the length of time during which the Wi-Fi Hotspot is unavailable.

(v) All Wi-Fi Equipment constitutes CPE and is owned by Mediacom. Customer may not relocate or disconnect the Wi-Fi Equipment.

#### **ADDITIONAL TERMS OF SERVICE FOR MEDIACOM BUSINESS MOBILE SERVICE**

**Note: All references herein to "you" or "your" or their derivatives are synonymous with "Customer." All reference to "us" or "our" or their derivatives are synonymous with "Mediacom."**

#### **22. MEDIACOM BUSINESS MOBILE SERVICE.**

Mediacom Business mobile Service includes voice calling, messaging and data, and any optional services you purchase from Mediacom, such as roaming for which additional fees or higher rates may apply ("Mobile Service"). Additional terms and conditions for your Mobile Service can be found in offer materials available when you activate your Mobile Service or on the Mediacom website and are incorporated into your Agreement. The service plan, subscription term, rates, terms and conditions for your use of voice, data and messaging services are set out in your service order or other written confirmation when you activate Mobile Service ("Mobile Plan"). Mediacom Business Mobile Service may be available throughout the Mediacom mobile coverage area.

#### **23. OBTAINING MEDIACOM BUSINESS MOBILE SERVICE.**

To purchase and obtain Mobile Service from Mediacom, you must (i) be or become a current subscriber of Mediacom Business Service at the time you purchase Mobile Service from Mediacom; (ii) business must be located within one of the service territories for Mediacom Service; and (iii) not have any past due amounts owed for any Mediacom Services ("Initial Eligibility Requirements"). At the time you activate Mobile Service, you will be charged an activation fee for each line of Mobile Service that you activate. In the event that you terminate Mediacom Service or business is no longer located in a service territory for Mediacom Service, you may retain Mobile Service from Mediacom (so long as you are still located within the Continental United States) but your rates may change, and you will incur a surcharge. You may also be ineligible to add additional lines of Service to your account. In the event that you cancel all Mediacom Services, you must meet the Initial Eligibility Requirements again before reactivating Mobile Services from Mediacom. You acknowledge and agree that if you relocate your business outside of Mediacom's service territories, you will notify Mediacom of your relocation as well as your new address. If you fail to provide Mediacom with your new address, your Mobile Service may be cancelled.

#### **24. TERM AND CANCELLATION.**

These additional terms for Mediacom Business Mobile Service will remain in effect from the time you activate Mobile Service and will extend until such time as: (i) you notify Mediacom that you are cancelling your Mobile Service in accordance with your Agreement; or (ii) Mediacom notifies you, upon providing thirty (30) days' prior notice, that it is terminating your Mobile Service. Mediacom can, without notice, limit, suspend or end your Mobile Service for good cause, including, but not limited to: (1) breaches by you of your Agreement; (2) resale by you of Mobile Service; (3) use of your Mobile Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (4) your installation, deployment or use of any regeneration equipment or similar mechanism to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (5) stealing from us; (6) failure to pay your bill on time; (7) incurring charges larger than a required deposit or billing limit (even if we have not billed the charges yet); (8) providing credit information that is not reasonably verifiable; (9) inability to pay us or going bankrupt; (10) threatening, harassing, or using inappropriate language toward our representatives; (11) interfering with our operations; or (12) pursuant to a court order. Mediacom may also temporarily limit your Service for any operational, technical or governmental reason, or if your use of the Mobile Service or any Device interferes with our ability to provide the Mobile Services to you or any other person. You may cancel your Mobile Service at any time; however, you will pay to Mediacom any fees due and owing prior to the date of cancellation. If you cancel your Mobile Service prior to the end of your current billing cycle, minimum or one-time charges under your Mobile Plan may not be prorated or refunded to reflect the fact that you cancelled your Mobile Service prior to the end of your current billing cycle. Some charges related to your Mobile Service are billed in arrears and, as a result, you may receive a final bill from Mediacom for your Mobile Service following cancellation. Upon cancellation of Mobile Service, you may be eligible to reactivate your Mobile Service at a later date provided that you have paid all outstanding charges owed to Mediacom for all Services. You may be charged an activation fee for reactivating your Mobile Service, and you will have to meet all Initial Eligibility Requirements at the time you seek to reactivate Mobile Service. In addition, at the time you reactivate Mobile Service, Mediacom may conduct a new credit check and/or require a deposit prior to reactivating your Mobile Service.

## **25. UNLIMITED DATA PLANS.**

If your Mobile Plan includes unlimited data, you agree that "unlimited" means you pay a monthly fee for wireless data Service no matter how much data you use and that subscribing to unlimited data does not mean that you can use Mobile Service in any manner you choose or in violation of any of Mediacom's applicable policies (including Mediacom's Business Mobile AUP) or any of the terms and conditions of your Agreement. You also agree that even under an unlimited data Mobile Plan, Mediacom may limit, restrict, suspend, or terminate your data Service or switch you to an alternate Mobile Plan if your data usage is excessive, exceeds any thresholds or data allowances established by Mediacom, or violates any applicable Mediacom policies (including Mediacom's AUP) or any terms and conditions of your Agreement.

## **26. DATA USAGE; DATA ALLOWANCES AND REDUCED SPEEDS.**

You may conduct data sessions for the following individual consumer purposes: internet browsing, email, internet access, and usage of applications approved by the manufacturer of your Device that are installed on your Device. Mediacom reserves the right to prohibit or limit certain uses that may adversely impact the network over which Mobile Service is provided. In addition, Mediacom or one of Mediacom's vendors may engage in certain network management practices that may affect your use of the Mobile Service. Depending on your Mobile Plan, your data Service may be limited to particular throughput rates if your total data usage during a billing cycle exceeds certain thresholds. The details on reduced throughput rates and data usage thresholds for such reduced throughput rates are set out in our Mobile Broadband Disclosure statement.

## **27. MOBILE DEVICES.**

Any phone, handset, device, SIM card, data card or other equipment you use to access or utilize the Mediacom Mobile Services (each, a "Device") must comply with FCC regulations, be certified for use on the cellular network on

which we provide your Mobile Service and be compatible with your Mobile Service. Subject to the terms and conditions herein, you may use a Device you already own or purchase a Device from Mediacom, or a preferred third-party seller designated by Mediacom ("Preferred Seller").

#### Mediacom Devices

If you buy a Device from Mediacom, you agree that you are purchasing that Device to be activated with our Mobile Service and not to resell or alter the Device or to assist anyone else in doing so. Mediacom does not manufacture the Device, and we are not responsible for any defects or for any acts or omissions on the part of the manufacturer. We may remotely change your Device's software, systems, applications, features, or programming remotely and without notice. These changes may modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. You will not be able to use your Device during the installation of the changes, even for emergencies. You are free to download and use content or applications ("Third-Party Material") on your Device that are not provided by Mediacom, at your own risk. Third-Party Material may require your agreement to a license or other terms with the providing third party. Some Third-Party Material may access the network without your knowledge, which may result in additional charges. You are responsible for maintaining anti-virus and other Internet security protections when accessing third-party products or services. In the event you give your Device to Mediacom for purposes of replacing your Device under a manufacturer's warranty or device protection plan or extended warranty, if applicable, you agree that Mediacom may erase or factory reset the Device and all content, applications, and information contained on the Device may no longer be available to you. Prior to giving your Device to Mediacom for replacement, you should factory reset and erase all data on the device and remove any personal identification numbers or passwords needed to access the Device (as well as other security features such as Find my iPhone) before delivering it to Mediacom. In the event that you do not factory reset or erase all the data on your Device prior to delivering it to Mediacom for replacement, you assume all of the risk and agree to indemnify and hold Mediacom harmless from any unauthorized access to or use of the content, applications, or information contained on the Device being replaced. For Devices purchased from Mediacom, other wireless carriers may not accept your Device on their cellular networks or your Device may be locked and limited to use only with Mediacom Mobile Service. If so, your Device will not be usable with services provided by other companies unless you have cancelled your Mobile Service with Mediacom and paid all charges due Mediacom in full.

#### Other Devices

Customer may also purchase a Device from a Preferred Seller or use a Device you already own in connection with the Mobile Service, provided that such Device: (i) is not currently active with another provider of cellular services; (ii) is unlocked from restricted use by another provider of cellular service; (iii) complies with Federal Communications Commission regulations; (iv) is certified for use on the Mediacom network providing your Mobile Service; (v) is compatible with your Mobile Service; and (vi) does not appear on any list of Devices that are reported as lost or stolen or engaged in fraud or other improper or unlawful activity. You acknowledge that when you activate Mobile Service on an approved and qualifying Device that you did not obtain from Mediacom such Device may operate or behave differently in connection with the Mobile Service than other models of the same Device sold by the same manufacturer that are obtained directly from Mediacom due to differences in software, settings, or for other reasons. In the event you use a Device in connection with the Mobile Service that was not provided to you by Mediacom, you acknowledge and agree that Mediacom provides no representations or warranties whatsoever with regard to such Device or its operation in conjunction with the Mobile Service. To the extent you require any assistance with your Device manufacturer's warranty for such device or any other technical support, Mediacom will not provide such assistance or support. You also agree to indemnify and hold Mediacom harmless from any and all claims or losses that may result from your use of a Device you did not obtain from Mediacom in conjunction with your Mobile Service.

#### Lost or Stolen Devices

If your Device is lost or stolen, you agree to notify us as soon as possible. Once you notify us that your Device has been lost or stolen, we will suspend your Mobile Service and you will not be responsible for additional usage charges incurred by that Device under your Mobile Plan. We may add the Device to the national Lost and Stolen list to prevent a lost or stolen Device from registering on the network providing Mobile Service or other networks. For any period where you failed to notify us that your Device was lost or stolen, the fact that your Device or account was used is evidence that your usage and activities were authorized. If your service has been suspended for 30 days and you have not contacted us to have a replacement Device activated on the network, we will resume your Mobile Service and you will be responsible for subsequent usage charges incurred. If you are a California customer and Mediacom has not provided you with a courtesy suspension of recurring monthly charges during the past year, Mediacom will give you one for 30 days or until you replace or recover your Device, whichever comes first.

## **28. NO DEVICE WARRANTIES.**

Mediacom provides no warranties express or implied for Devices whether purchased from Mediacom, a third-party or brought over by you, and you agree that Mediacom will not be responsible or liable for any defects or performance failures related to your Device. In the event of any defect or performance failure from your Device, you agree that you will look solely to the applicable manufacturer for any remedies or liability arising from such defect or performance failure. Your Device may be covered under applicable manufacturers' warranties. Mediacom does not warrant that your Device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades, or similar activity.

## **29. DEVICE PROTECTION.**

You may choose to purchase a protection plan for your Device (a "Device Protection Plan") with your Mobile Service. Your Device Protection Plan may provide replacement, repair and/or technical assistance services for your Device. In general, a Device Protection Plan covers issues that aren't covered by the manufacturer's warranty (e.g., loss, theft or physical damage). It also may cover certain defects after the manufacturer's warranty expires. You also may choose to purchase a device protection plan or insurance from a third party.

## **30. CALCULATION OF CHARGES AND APPLICABLE FEES**

You agree to pay all charges incurred by your account for your Mobile Services, including without limitation: any taxes and fees on all lines of service; data usage; roaming, and any other features or services used on your account, you enable or subscribe to, including any third party services; and all other applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on us, surcharges, permitted fees and cost recovery charges, for any programs in which we participate, including, but not limited to, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the Services. **YOU ARE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES, TAXES, AND SURCHARGES EVEN IF THEY BECOME APPLICABLE RETROACTIVELY.** Please note that we may not always be able to notify you in advance of these charges. Additionally, you must pay for any Device(s) obtained from us.

Your Mobile Services will be billed separately from charges for the other Services you receive from Mediacom. Generally, you will be billed monthly, in advance, for your recurring charges and in arrears for other charges. Charges for roaming may not appear on your billing statement during the bill cycle when the calls and/or data usage were incurred due to delays in receiving and rating such records. You agree to pay the charges on the billing statement.

You will be charged and must pay for all data sent, received, consumed by and/or used on your account. Data charges for each individual event of data usage and total data usage during each billing cycle will be rounded up to the next 0.01 GB. For call charges based on the amount of time used, we'll round up any fraction to the next full minute. For outgoing calls, usage time starts when you first press Send or the call connects to a cellular network, and for incoming calls, it starts when the call connects to a cellular network (which may be before it rings). Usage time may end several



seconds after you press End or after the call disconnects. Usage cannot always be processed right away and may be included in a later bill.

YOU ARE RESPONSIBLE FOR CHARGES TO YOUR ACCOUNT AND MUST MAKE REASONABLE EFFORTS TO MAINTAIN THE SECURITY OF YOUR ACCOUNT. USE CARE WHEN ALLOWING ANOTHER PERSON, INCLUDING A CHILD, TO USE YOUR DEVICE OR A DEVICE ON YOUR ACCOUNT OR IN SHARING ACCESS TO YOUR ACCOUNT OR ACCOUNT SECURITY INFORMATION. You are obligated to pay all charges incurred by you or any other user of any Device associated with your account. Additionally, you may incur charges from third-party providers, including, but not limited to, accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

We are committed to charging you accurately for your Mobile Services. You may always contact us to discuss your bill and any charges, and subject to applicable law, you may dispute a charge or request a billing credit within 120 days of the date of the billing statement, but unless otherwise provided by law, you must pay all charges until the dispute is resolved. YOU WAIVE ANY DISPUTES OR RIGHT TO RECEIVE ANY CREDITS, INCLUDING ANY RIGHT YOU MAY HAVE TO BRING A SMALL CLAIMS ACTION OR ARBITRATION PROCEEDING, IF YOU DO NOT REPORT YOUR CLAIM OR DISPUTE WITHIN 1 YEAR OF THE DATE OF THE DISPUTED CHARGE.

### **31. BILLING FOR MOBILE SERVICES.**

You must enroll and remain enrolled in Mediacom's automatic payment program using a valid credit/debit card in order to activate and maintain your Mobile Service pursuant to the Terms and conditions of Mediacom's Electronic Bill Payment Service available at <https://mediacomcable.com/legal/electronic-payments/> (the "EBP Service").

**YOU HAVE THE RIGHT TO TERMINATE YOUR AUTHORIZATION PURSUANT TO THE EBP SERVICE. SUCH TERMINATION WILL RESULT IN US DISCONTINUING YOUR MOBILE SERVICE AND YOU WILL BE RESPONSIBLE FOR THE IMMEDIATE PAYMENT FOR THE DATA USAGE ON THE ACCOUNT THROUGH THE TERMINATION DATE AND THE MINIMUM FEES THAT WOULD OTHERWISE HAVE BEEN DUE UNDER YOUR AGREEMENT THROUGH THE REMAINDER OF THE SUBSCRIPTION TERM.**

**WE WILL NOT BEAR LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED. YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.** We will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation or marital status. Any risk assessments conducted by either us or consumer credit bureaus will be done in conformance with the requirements of all applicable state or federal law.

Mediacom will rely on any credit information you furnish, on credit bureau reports, other data available from commercial credit reference services, or on internal credit information to determine whether or not to provide Mobile Services, whether or not a deposit is required and whether to apply account limits. The Mobile Services we offer may vary based on your credit history. Mediacom may also, at any time, withdraw or change Mobile Services, or place limitations or conditions on the use of our Mobile Services. Mediacom may also invoke line or device restrictions. Mediacom may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### **32. LATE PAYMENTS; FAILURE TO PAY.**

We do not anticipate that you will fail to pay for your Mobile Service or Device on a timely basis, and we do not extend credit to customers with respect to payment for Mobile Services or Devices. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance whether you will pay for your Mobile Service or Device on a timely basis, if ever; if you do pay late, when you will actually pay; and what costs we will incur because of your late payment or non-payment.

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

If you fail to pay the full amount due for your Mobile Service or any other Mediacom Service or device(s) then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all of your Services and you may be required to make immediate and full payment for any device(s) that carries a balance due by you.

If you resume your Mobile Service after any suspension or disconnection, we may require you to pay activation fees. These fees are in addition to all past due charges and other fees. Reactivation of your Mobile Service is subject to our credit policies, this Agreement, and applicable law.

### **33. CHANGES TO PRICING.**

Unless you are subject to a minimum term agreement with us, you are on a month-to-month agreement with us and we have the right to change what we charge you for your Mobile Service upon written notice to you in accordance with the terms of Section 7. We do not need to provide you with notice of any change in pricing or fees that is related to a change in governmental or quasi-governmental taxes, fees, charges or assessments, in which case, we may elect not to provide notice, except where required by applicable law.

Unless you are subject to a minimum term agreement with us, if you find any change to the pricing of your Service to be unacceptable, you have the right to cancel your Mobile Service. Your continued receipt of your Mobile Service for more than 30 days after we deliver notice of change, however, will constitute your acceptance of the change. If you cancel your Mobile Service, you will be responsible for the immediate payment for the data usage on the account through the cancellation date and the minimum fees that would otherwise have been due under your Agreement through the remainder of the subscription term.

### **34. CHANGE TO YOUR MOBILE PLAN.**

You may be eligible to change your Mobile Plan for one or more lines of Mobile Service. The details of your new Mobile Plan will be provided to you at the time you decide to change the Mobile Plan applicable to a line of Mobile Service. If you make changes to your Mobile Plan in the middle of a billing cycle, the new Mobile Plan (as well as any changes in taxes or surcharges) will apply to all of your charges for the applicable line of Mobile Service during that billing cycle and not your old Mobile Plan. In addition, any usage limits or other terms and conditions of your new Mobile Plan for the applicable line of Mobile Service will apply for the entire billing cycle in which you change your Mobile Plan and all future billing cycles until you cancel your line of Mobile Service or change your Mobile Plan again. Some Mobile Plans may be subject to special pricing based on the number of lines on your account. If lines are cancelled under such a Mobile Plan, your pricing on all the lines on your account may be adjusted to reflect the fact that you no longer have the requisite number of lines on your account for the Mobile Plan you have chosen.

### **35. ADDITIONAL LINES OF SERVICE.**

If you have not exceeded the maximum lines of Mobile Service for which your account is eligible and still meet the Initial Eligibility Requirements, you may be eligible to add a new line of Mobile Service. You will be responsible for

all charges incurred for any line of Mobile Service activated on your account and you agree to pay such charges. You may only add a line of Mobile Service if your account with Mediacom is current at the time you seek to add such line of service. By requesting one or more additional lines of Mobile Service, you explicitly agree and authorize Mediacom to pull a consumer credit report, even if Mediacom has pulled a consumer credit report for you previously. Mediacom may also review your Mediacom payment history and other Mediacom proprietary account information to determine whether you are eligible to add one or more lines of Mobile Service.

### **36. ROAMING.**

You roam when you use Mobile Services on another carrier's network, and those Mobile Services are made available to you based on agreements with other carriers. The agreement with other carriers may change from time to time; therefore, roaming coverage is subject to change. You may not have access to all Mobile Services, and the extent of coverage will depend upon the relevant agreement with each roaming carrier. There may be additional charges for roaming in some areas, domestically or internationally, and you should consult your Mobile Plan for such roaming charges and the areas in which such charges will be incurred. International roaming may not be available at all if you have not included international roaming in your Mobile Plan and Mediacom may impose limitations on your ability to engage in international roaming. If you were roaming prior to the close of a billing cycle, but we do not receive roaming records for voice, messaging and data from our roaming partner until after the billing cycle closes, then we will apply the usage charges to the billing cycle in which we received the roaming record from the roaming partner. This may affect your balance of included minutes, messages and data usage in your rate plan for the billing cycle and can result in overage charges if you have utilized all of your allocations for the billing period in which we receive the roaming record from our roaming partner.

### **37. INTERNATIONAL CALLING.**

If your Mobile Plan includes international calling, which includes calls placed from the U.S. to another country, charges will vary based on the destination of the call, and on whether it is a mobile termination or a landline termination. Incoming international SMS/MMS messages will be treated in the same manner as domestic incoming SMS/MMS messages. For international messages that you send, the rates you will pay will be fixed rates for any message destination. Mediacom may suspend international calling or international SMS/MMS if Mediacom (in its sole discretion) determines that your amount of international calling or international SMS/MMS exceeds your normal usage and may result in substantially higher charges than you typically incur. In such a case, Mediacom will suspend international calling or international SMS/MMS until we can contact you and we may require a prepayment of international calling or international SMS/MMS charges before restoring international calling or international SMS/MMS service.

### **38. SERVICE AVAILABILITY AND COVERAGE.**

Although coverage maps will provide you with information about coverage in a given area, these are only estimates of wireless coverage for the Mobile Service. There are factors that may affect coverage or performance of the network providing Mobile Service or your Device, such as inclement weather, topography of the land, network issues including usage by other users, public safety needs, signal strength, the performance of or technologies used in or supported or not supported in your Device, the availability of public or private Wi-Fi networks, interference, software or structures blocking signal transmission. These factors may result in slower data speeds and dropped calls and may generally affect the quality of Mobile Services. Outages and interruptions of Mobile Service may occur. This may also impact E-911 and GPS navigation because these depend on network coverage and your Device's capability to acquire satellite signals. Mediacom has the right to collect data associated with Device, network environment and experience to connect you to private or public Wi-Fi hotspots and may use data analytics to improve performance and help deliver a better connectivity experience. In instances where the network providing Mobile Service is not controlled by Mediacom there may be network management practices or actions taken by the carrier operating the network that likewise can impact the availability, speed, or quality of services. In any event we will not be liable for issues that may impact the availability, speed, quality, or performance of Mobile Services or the delivery or completion of any call, message, data, or information sent using the Mobile Service. You may view the

specific network coverage provided by Mediacom in the coverage maps that are available on our website. From time to time, traffic on the network providing Mobile Service may be prioritized or data rates may be limited based on usage or other factors related to reasonable network management.

Your connection to Wi-Fi may also be impacted by a variety of factors, including your Device, interference (from other devices, buildings, or other wireless signals), your distance from the Wi-Fi hotspot, and the number of other users sharing the hotspot. Your Device may automatically connect to Wi-Fi hotspots, including the Wi-Fi network in your home that is connected to your Mediacom Service. You may disable the automatic Wi-Fi connection feature on your Device by turning it off using the "Settings" or an equivalent feature of your Device. While you can still manually connect to available Wi-Fi hotspots, disabling the automatic Wi-Fi connection feature may prevent you from using certain other Mobile Services features and may increase your monthly Mobile Service cellular data usage and, therefore, your bill.

**IMPORTANT: IF YOUR MEDIACOM INTERNET SERVICE AT YOUR HOME IS SUBJECT TO A DATA USAGE PLAN, ALL DATA SENT OR RECEIVED BY YOUR DEVICE (INCLUDING SMS AND MMS MESSAGES) WHEN CONNECTED TO YOUR MEDIACOM HOME WI-FI NETWORK WILL COUNT TOWARDS YOUR MONTHLY MEDIACOM INTERNET DATA ALLOCATION, REGARDLESS OF THE MOBILE OPTION TO WHICH YOU ARE SUBSCRIBED. SEE "[ADDITIONAL TERMS & CONDITIONS INTERNET SERVICE PLAN OFFERINGS AND TERMS](#)" FOR FULL DETAILS REGARDING MONTHLY DATA ALLOWANCES.**

Either the operator of the cellular network, or we, may elect to modify the cellular or WiFi network and/or the manner in which your Mobile Service operates on such network at any time, including, but not limited to, changing the prioritization of traffic, establishing speed or usage limitations, or impacting other attributes of your Mobile Service. We will endeavor to provide you with advance notice of any change that we believe may materially affect your Mobile Service, but shall be under no obligation to do so.

### **39. LOCATION BASED SERVICES.**

If your Device is location-enabled and turned on, you will be able to use your device for certain geographic services offered by Mediacom or other third parties ("Location Based Services"). These Location Based Services may use location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other technology in order to provide enhanced 9-1-1 services and other optional services. Please be aware that your ability to use these Location Based Services may be impacted by weather, geography, topography, obstructions (including the interior or exterior of buildings), connecting to a Wi-Fi network instead of a cellular network, and other environmental or ambient issues. Details on the use and disclosure of information obtained from your Device or use of the Mobile Service are provided in Mediacom's Privacy Policy, which is available on the Mediacom website, therefore, please carefully review Mediacom's Privacy Policy, to ensure that you understand how your information will be used and protected. You acknowledge and agree that Mediacom or one of Mediacom's service providers or vendors may use location information related to or generated by your Device or the Mobile Service and sell or disclose such information to a third-party provided that such information is shared or sold only on an aggregated and anonymized basis. Use of the Location Based Services may also have restrictive features such as parental controls. You, as the Account Holder, will be responsible for notifying the authorized user of the Device that the device may have geographic location capability, that it may be tracked, and that it may have certain restrictions built into the Device. Mediacom is not responsible for any injuries or damages that may occur from the operation of Location Based Services or any failure of Location Based Services to operate correctly or accurately.

### **40. EMERGENCY SERVICES.**

PLEASE CAREFULLY REVIEW THIS SECTION. IT CONTAINS IMPORTANT INFORMATION ON LIMITATIONS OF 911 SERVICE. YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO SHARE THEM WITH ANYONE WHO MAY USE YOUR MOBILE SERVICE INCLUDING AUTHORIZED USERS AND USERS OF LINES OF SERVICE UNDER YOUR ACCOUNT. You must be able to provide your location information when making any 9-1-1 or other emergency calls. Because of a number of factors such as whether local emergency service providers have upgraded their

equipment and whether your device is GPS enabled, 9-1-1 operators may not know your location or your phone number. Enhanced 9-1-1 service ("E9-1-1") uses GPS technology and, when enabled by local emergency authorities, it will provide location information; however, even when available, E9-1-1 may not provide accurate location information because you may be indoors or do not have satellite signals. Your Device must have battery power and network connectivity to complete a 911 call. Other third-party entities are involved in connecting a 911 call and Mediacom is not responsible for determining the 911 public safety answering point to which your 911 call may be routed. Wi-Fi Calling and Voice Over IP ("VoIP") services use a broadband internet connection to make calls, including calls to 911. Calls to 911 using Wi-Fi Calling or VoIP operate differently than 911 calls made over a cellular network or a landline phone. Using Wi-Fi calling or VoIP is dependent upon the availability and reliability of your broadband connection and may result in your 911 call being routed to the wrong 911 public safety answering point or the 911 public safety answering point having less accurate, inaccurate or no information on your location. For purposes of 911 calls using Wi-Fi calling or VoIP, emergency services may be sent to an address or location you provide to Mediacom or a Mediacom vendor that is stored in an electronic database. You acknowledge and understand that this address or location must be provided by you to Mediacom and kept current and will not change as your actual location or home address changes unless you first direct Mediacom to change the address or location in the relevant database and provide adequate time for Mediacom to implement such change. Because of the manner in which 911 calls are implemented and the limitations of using an address database for such calls, you should, if possible, always use a cellular connection or a landline phone to place any 911 calls. In the event that you or anyone using your Mobile Service chooses instead to call 911 using Wi-Fi calling or VoIP, you acknowledge and agree that Mediacom shall have no liability for any damages, injuries, or claims of any kind resulting from defects or errors that occur in directing emergency services to the person placing the 911 call. If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by Mediacom, or may not work at all. Please review all terms and conditions of such third-party products. Mediacom may not be able to provide you with some services, such as 9-1-1 location services while you are in the process of porting a phone number to or from us, and Mediacom is not responsible for failure to connect or complete 9-1-1 calls or for the provision of inaccurate location information.

#### **41. COMPLIANCE WITH LAW AND MISUSE OF SERVICE OR DEVICE.**

You agree that you will comply with all current and future laws regarding wireless devices and service while using your Device(s) and the Mobile Service. Mediacom may monitor your network usage, including but not limited to the information related to the geographic location where Mobile Services or your Device(s) are being used, to ensure your use is consistent with the applicable restrictions and limitations contained herein. If you misuse the Mobile Services or a Device, Mediacom may suffer harm and will have all remedies available at law or in equity, including injunctive relief. Mobile Services provided under this agreement are intended for use by individual consumers engaging in typical, non-commercial personal use and use of Mobile Services must comply with Mediacom's then-current AUP. If usage under this agreement is not consistent with typical individual consumer usage or violates the AUP, at Mediacom's sole discretion, Mediacom may immediately suspend, restrict, or cancel some portions of or all of your Mobile Services or modify your Mobile Plan.

#### **42. PHONE NUMBER AND SIM.**

We will assign a wireless phone number to you. You acknowledge and agree that Mediacom may contact you at any time on the wireless phone number that has been assigned to you. You may not select your wireless phone number. If you are porting in your telephone number from another carrier or a network with facilities not controlled by Mediacom, Mediacom may not be able to activate your Mobile Service until your former carrier completes the process of porting your telephone number, and you acknowledge that Mediacom does not control the porting-in process from the other carrier or timing of completion. Phone numbers may only be ported-in from another carrier if you had active service with the other carrier at the time you requested the porting-in of the phone number to Mediacom. Some phone numbers may not be eligible for porting-in to Mediacom such as 500, 800, 888, 900 and Google voice phone numbers. You may authorize another carrier to transfer your number from Mediacom to that carrier. By taking this step, you are terminating Mobile Service associated with that line; however, you will be responsible for all charges that you incur for such line prior to this deactivation. Once you submit a request to port

your phone number from Mediacom to another carrier, that porting request cannot be cancelled or modified by Mediacom. You acknowledge that except as required by law, you shall acquire no proprietary interest in the number (MDN) or SIM (Subscriber Identity Module) assigned by Mediacom for your use. You acknowledge that any intellectual property or software in the SIM not provided by Mediacom or you is the property of the supplier of services to Mediacom, and such supplier may change or update the software or other data in the SIM card or the software in the Device over the air and utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. The supplier of services to Mediacom shall have no liability whatsoever for your losses, claims, or damages for any cause whatsoever, including, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract, tort or otherwise. You shall not be deemed a third-party beneficiary of any contract between Mediacom and Mediacom's supplier. You do not have any proprietary rights to any identification number, e-mail address or other identifier that Mediacom assigns to (i); you; (ii) your Device; or (iii) your account. Mediacom may change or reassign them, but if we do, we will notify you. You agree to protect your SIM Card and not to resell it or allow an unauthorized person to use or access your SIM Card. You agree not to alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption elements of your SIM Card, or to allow any other person to do so. Any violation of the restrictions on the use of your SIM Card may result in termination of your Mobile Service, including potentially without notice.