



## WOW! ENHANCED DIRECTORY LISTINGS END USER LICENSE AGREEMENT

BY ACCEPTING THIS END USER LICENSE AGREEMENT (E.G., BY SIGNING (ELECTRONICALLY OR OTHERWISE), VERBALLY AGREEING AND/OR SUBSCRIBING TO OR USING THE SERVICE), YOU, ON BEHALF OF YOUR COMPANY ("YOU" OR "CLIENT")), ARE EXPRESSLY AGREEING TO THESE TERMS AND CONDITIONS BETWEEN YOU AND WIDOPENWEST FINANCE, LLC AND ITS SUBSIDIARIES ("WOW!") FOR THE PROVISION OF THE ENHANCED DIRECTORY LISTINGS SERVICE, (COLLECTIVELY, THE "AGREEMENT"). YOU ACKNOWLEDGE THAT YOUR USE OF THE ENHANCED DIRECTORY LISTINGS SERVICE IS GOVERNED BY THE AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND WOW!. PLEASE READ THESE TERMS CAREFULLY.

1. **Term.** This Agreement shall commence on the date that You accept this End User License Agreement, by signing (electronically or otherwise), verbally agreeing and/or subscribing to or using the service, (the "Effective Date"), and shall continue until you terminate your service with WOW!.
2. **Enhanced Directory Listings Service.** The Enhanced Directory Listings service is powered by Neustar Digital Listings, a third party service provider not affiliated with WOW!. The service may be subject to additional terms, conditions, limitations, requirements and restrictions of Neustar, which may be modified from time to time by Neustar. The service: (a) captures specific information regarding a business, including where applicable the physical location of the business, the business telephone number, the information about the business related to products sold, services provided, and brands carried (Your "Listings"), (b) allows You to claim Listings; (c) allows You to submit Listings that are optimized for best results; (d) identifies each submitted Listing as a managed Listing for online search platform prioritization; (e) distributes Your Listings to online platforms including search engines, mapping and GPS, among others (the "Distribution Network"). If you claim a Listing, You represent that You own or control the business, entity, or property which is the subject of the Listing, and that You have authority to claim the subject Listing. You are responsible for ensuring the correctness, accuracy, and currency of Listings, including, without limitation, physical location, telephone numbers, information about your business - products or services, brands carried, and other business specific attributes, where applicable. Enhanced Directory Listings offers You the option to manage your online presence across Google utilizing the Google Business Profile service. If You elect to utilize the Google Business Profile service, you agree to comply with the following: Google Terms of Service and Google Business Profile Additional Terms. WOW! reserves the right to remove, suspend, or modify a listing, or attributes of a listing, (i) which are malicious, inflammatory, or incorrect, (ii) which contain data or information not specifically authorized by the business associated with the Listing, (iii) which misappropriates any third party intellectual property in the Listing, (iv) which is deemed to be intentionally submitting inaccurate or incomplete Listings, (v) which are found to claim a Listing that You do not own or control, (vi) which promotes or sells illegal products or services, or (vii) which could harm the reputation of or otherwise cause damage or liability to WOW! or other third parties, at WOW!'s sole discretion. Your Listings will be distributed to the Distribution Network. You acknowledge that WOW! has no responsibility for or control over the Distribution Network partner(s) usage of Listings including the final decision on what is published, which is reserved to the discretion of each Distribution Network partner. Each Listing shall be included in the data distributed to the Distribution Network for the period following the date on which each such Listing was initially claimed until it is released from management upon termination of your Enhanced Directory Listings service. Once You terminate your service you may no longer manage such information, and WOW! shall cease to distribute that information as a managed Listing to the Distribution Network. You agree that WOW! may use the information supplied by You for the purposes of providing WOW! services. Notwithstanding anything to the contrary, WOW! and its affiliates reserve the right to use data received or processed hereunder for the purpose of corroborating the association of data points within its data repositories. If a material change in WOW! Enhanced Directory Listings business precludes WOW! from distributing data to its Distribution Network then WOW! shall notify You in writing,

and You shall have the right to terminate this Agreement with no penalty, effective from the date that WOW! is precluded from distributing information to the Distribution Network.

3. **Indemnification.** You shall indemnify and defend WOW!, against any damages, liability or expense attributable to any claim arising from Your use of the Service or breach of this Agreement. WOW! shall promptly notify You of any such claim or legal proceeding and shall tender to Your control the defense and settlement, including without limitation, selection of counsel and direction of legal strategy. WOW! shall cooperate with You at your expense in the handling of it, provided, however, that You must receive WOW!'s prior written consent to any settlement that: (i) includes an admission of liability by WOW! (ii) requires payment of any amounts not covered by Your indemnification obligations; (iii) includes actions that affect WOW!'s rights in or to its intellectual property, or (iv) does not include a complete release for WOW!.
4. **Representations and Warranty.** WOW! DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE ENHANCED DIRECTORY LISTINGS SERVICE. WOW! DOES NOT INDEPENDENTLY VERIFY THE COMPLETENESS, ACCURACY OR AUTHENTICITY OF THE LISTING. WOW! DOES NOT WARRANT THAT THE ENHANCED DIRECTORY LISTINGS SERVICE WILL FULFILL ANY OF CLIENT'S PARTICULAR PURPOSES OR NEEDS. THIS AGREEMENT CONTAINS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.
5. **Limitation of Liability.** IN NO EVENT SHALL WOW! BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME, LOST REVENUE, LOST PROFITS, OR ANY CLAIM OR DEMAND AGAINST EITHER YOU OR WOW! BY ANY THIRD PARTY, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY, REGARDLESS OF FORESEEABILITY AND EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WOW!'S LIABILITY IN CONNECTION WITH THE SERVICES OR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL AMOUNT PAID BY YOU TO WOW! FOR THE ENHANCED DIRECTORY LISTINGS SERVICE FOR THE LAST SIX (6) MONTHS UNDER THIS AGREEMENT. EXCEPT FOR AN ACTION FOR NON-PAYMENT, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT, MAY BE BROUGHT BY YOU AGAINST WOW! MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. THE FOREGOING LIMITATIONS ON LIABILITY ARE INDEPENDENT OF AND SHALL APPLY REGARDLESS OF, ANY FAILURE OF ESSENTIAL PURPOSE, OR ANY LIMITED OR EXCLUSIVE REMEDY OF ANY KIND.
6. **Protection of Confidential Information.** Each party agrees not to disclose the other party's Confidential Information and to protect its confidentiality using at least the same degree of care that party uses to protect its own Confidential Information, which shall under no circumstances be less than reasonable, including not disclosing it to a third party unless there is a "need to know," a "right to know," and a written obligation by the third party to maintain the confidentiality. "Confidential Information" shall mean any information, written or oral, that relates to either party's business, products, processes, or services that is designated as confidential or proprietary or that a reasonable party would understand to be confidential or proprietary, with the following exceptions: (a) information that was already known to the receiving party; (b) information obtained from public or published information; (c) information received from a third party not known to be employed or affiliated with the disclosing party; and (d) information which is or becomes known to the public other than through a breach of this Agreement. The terms of this Agreement, along with WOW! software, and technical documentation related to the Enhanced Directory Listings service, shall be deemed Confidential Information regardless of any lack of designation. The obligation to protect Confidential Information shall survive the expiration or termination of this Agreement.
7. **Rights and Obligations Upon Termination.** This Agreement may be terminated by either party if the other party commits a material breach under this Agreement and said breach has not been cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of the date of notice from the non-breaching party stating in detail the nature of said breach or if You or WOW! terminate the Enhanced Directory Listings Service. Upon termination or expiration of this Agreement: (a) Your access to the Enhanced Directory Listings service shall cease as of the effective date of the termination; (b) You shall cease all use of WOW!'s trademarks and destroy or deliver to WOW!, at WOW!'s

option, any and all copies of information provided by or derived from WOW! in Your possession; and (c) all rights and obligations of the parties under this Agreement shall cease.

**8. General.**

- A. **Force Majeure.** WOW! shall not be liable for any failure to perform or delay in performance hereunder where such failure or delay is occasioned by force majeure or an act of God (including, but not limited to, fire, embargo, labor strike, terrorism), or circumstances beyond its control (such as a failure or change by Neustar or another third party) which shall prevent WOW! from providing the Enhanced Directory Listings service in the normal and usual course of its business.
- B. **Notices.** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (and duly receipted), or sent via next-day delivery by a nationally recognized carrier with proof of delivery requested to the addresses as set forth in this Agreement or to such other person or address as any party may furnish or designate to the other in writing. Notice given by next-day delivery shall be deemed to have been given upon the first business day following the date sent to the recipient.
- C. **No Agency.** WOW! provides services as an independent contractor and nothing in this Agreement shall create any other relationship such as agency, partnership, joint venture, etc., and neither party shall represent that any such relationship exists.
- D. **Compliance with Laws.** WOW! and You shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of this Agreement.
- E. **Assignment.** You may not assign Your rights and obligations under this Agreement, without the prior written consent of WOW!. Any assignment of this Agreement in contravention of the foregoing shall be null and void and of no force and effect.
- F. **Publicity.** For the sole purpose of providing the Enhanced Directory Listings service, each party agrees to obtain the other party's prior written approval of any marketing material or other information made available to a third party that describes the other party's products or services.
- G. **Governing Law.** This Agreement and all disputes and claims arising out of or related to this Agreement shall be governed and construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any suit, action, or proceeding arising from or relating to this Agreement, which is commenced by either party, must be brought in either a state court situated in New York County, New York, or in the Federal District Court for the Southern District of New York. WOW! and You irrevocably consent to, and agree to submit to, the jurisdiction and venue of such court in any such suit, action, or proceeding.
- H. **Entire Agreement.** This Agreement, along with any applicable Terms and Conditions contained in the WOW! Business Customer Agreement and related general terms and conditions (the "Terms") contains the entire understanding of the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the provisioning of the Enhanced Directory Listings service; and there are no other restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and the applicable Terms. With regards to the Enhanced Directory Listings service, terms set forth in any purchase order or other similar document of Yours shall have no bearing or effect on this Agreement. Any such document of Yours are for Your internal purposes only and WOW!'s receipt of any such document shall not be deemed to modify or alter this Agreement in any manner whatsoever.

**Effective as of November 2, 2022**