



## **WOW! BUSINESS CUSTOMER AGREEMENT General Terms and Conditions**

The Customer (sometimes referred to as “you” or “your”) identified on the Service or Work Order (“Service Order”) or Business Customer Agreement (the Service Order and Business Customer Agreement are sometimes referred to together as the “Customer Agreement”) for the installation and delivery of WOW! cable, phone and/or Internet services (the “Service” or “Services”) agrees to be bound by the provisions of: (i) the General Terms and Conditions set forth herein (the “General Terms”); (ii) the terms and conditions set forth in the Customer Agreement; (iii) acceptable use, privacy or other policies, or service guides (the “Service Policies”) adopted by WOW!, which may also include separate service level, product description, service usage or other service agreements (“Ancillary Agreements”); and (iv) for WOW! circuit switched phone customers, the terms and conditions of any applicable WOW! tariffs, which are available for review at [www.wowforbusiness.com](http://www.wowforbusiness.com), are specifically incorporated by this reference and control in the event of a conflict with any other provision of the Agreement (collectively, the “Agreement”), as the same may be adopted and amended from time to time by WOW! in accordance with the General Terms and applicable law. We refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as “WOW!”, “Knology”, “NuLink”, “we”, “us”, or “our”. The Services will be provided to you by the WOW!, Knology or NuLink company that operates in your service area. In the event of a conflict or inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to the Agreement (“Addendum”), (2) these General Terms, (3) the Service Policies and Ancillary Agreements, and (4) the Customer Agreement.

1. **Subscription to Services.** WOW! offers its business cable (video), Internet and phone Services as they may exist from time to time and as more particularly described in these General Terms, the Customer Agreement and/or an applicable tariff, to Customers who establish an authorized business account (“Account”) and pay the service fees to subscribe to the Services at rates and fees more particularly described in the Customer Agreement or an applicable price list or tariff. All services are subject to the continued availability of necessary and suitable facilities, access and utilities as determined by WOW! in its sole discretion, and WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of a service, including but not limited to equipment and system requirements. Customer, by signing or submitting electronically the Customer Agreement (or by using or paying for the Services), subscribes to the identified Services at the specified service locations and agrees to use the Services in compliance with the Terms, as they may be revised, restated, amended and/or supplemented from time to time. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day Phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the “Service Commencement Date.” Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier (the “Effective Date”). When a Service Order becomes effective it shall be deemed part of, and shall be subject to the Agreement.
2. **Tariffs.** Notwithstanding anything to the contrary in the Agreement, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. WOW!’s operating affiliates provides certain telephone services to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided, which are incorporated into the Agreement by this reference, and control in the event of a conflict with any other provision of the Agreement. Some WOW! affiliates may also provide certain interconnection and other services to other WOW! affiliates in other WOW! service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by WOW! or any regulator with jurisdiction, and the Parties agree to be governed by all applicable regulatory orders, rules, and regulations associated with WOW!’s provision of such Services. If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination. In the event that WOW! is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a

minimum thirty (30) days' prior written notice to the other party, without further liability. WOW! has included copies of its applicable tariffs on its website at [www.wowforbusiness.com](http://www.wowforbusiness.com) (under "Terms and Conditions").

### 3. Access to Premises and Installation of System.

A. Customer grants WOW! the right to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install and provide the Services. Customer further agrees: (i) to provide WOW!'s representative with access at reasonable times to the premises to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the system supplied by WOW! and, upon the termination of Service, to remove the system from the premises (it being understood that WOW!'s failure to remove its property shall not be deemed an abandonment thereof); (ii) not to permit, allow or encourage any other provider of cable, Internet or telecommunications services to utilize any component part or portion of the system installed by WOW!; (iii) not to disturb, alter or change any of the locations of any of WOW!'s system; (iv) not to attach or connect any equipment or devices, directly or indirectly, to the system without the prior written consent of WOW!; (v) not to utilize, interfere with or cause interference with any component part or portion of the system installed by WOW! or permit any activity that would interfere with WOW!'s delivery of Services to the service locations; (vi) to cooperate with WOW! in the installation of the system; (vii) to provide sufficient space within the premises for installation of system equipment and components; (viii) that the installation may require drilling, cutting and other alterations or improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of WOW!); (ix) to allow WOW!, in its discretion, to use for the provision of WOW! Services any existing wiring, conduit and/or other devices located within or installed upon the premises; (x) to confer upon WOW! all other rights and privileges reasonably necessary or convenient for WOW!'s safe and efficient installation, operation and maintenance of the system and for the full enjoyment and use of the rights described above; and (xi) not to use WOW! Equipment for any purpose other than for use of the Services in accordance with this Agreement. Customer agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section. **IF WOW!'S ACCESS RIGHTS TO THE SERVICE LOCATION ARE TERMINATED OR RESTRICTED, EARLY TERMINATION FEES WILL APPLY.**

B. Each Service Order submitted by Customer shall be subject to an engineering and system installation review by WOW!. The review will determine the extent of existing cable plant and other facilities within the premises, and whether and to what extent WOW!'s cable plant must be extended, built or upgraded in order to provide the ordered Services at the requested service location(s) within the premises. WOW! will provide Customer written notification in the event Service installation at any service location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected service location(s).

### 4. General Use Policies, Limitations and Restrictions.

The Services are to be used solely for ordinary, standard general business and commercial purposes. Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis, unless and to the extent authorized in writing by WOW!. Customers are specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means; (iii) Customer will adhere to any WOW! policies, rules and regulations provided to Customer. Customer acknowledges that WOW! may change such policies, rules and regulations at any time; and (iv) WOW! may at any time, with or without notice, suspend or terminate services if: WOW! determines in its sole discretion that Customer's use of the services is unlawful, excessive, non-standard, harmful, abusive or contrary to WOW! terms or policies, or otherwise interferes with WOW!'s ability to provide the service(s) to you or others; WOW! reasonably believes that your use of the service(s) interferes with or endangers the health and/or safety of our personnel or third parties; or WOW! deems it necessary to prevent harm to our network, fraud or abuse of the service(s). WOW!'s action or inaction under this Section shall not constitute review or approval of your or any other users' use of the service(s) or information transmitted by or to you or users. You understand and agree that suspension of your account may result in a disruption of all services that you subscribe to, including Internet, cable television and phone services. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer End Users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies.

- A. Customer (or Customer's authorized representative and each end user of Customer's Account) is at least 18 years of age. Customer has provided and will continue to provide to WOW! accurate, complete, and current Customer information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of the Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of the Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of the Agreement.
- B. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. WOW! may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. WOW reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user. Customer must ensure that all use of its Account complies fully with applicable laws and regulations, and the Terms, including any operating or acceptable use rules and policies that may be promulgated from time to time by WOW!. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of the Terms, whether the breach is the result of use of the Services and/or any WOW! Equipment or software by Customer, its employees, agents, customers, guests or other users. Customer agrees to indemnify, defend and hold harmless WOW! and its affiliates, employees, officers, suppliers and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services and/or the WOW! Equipment or software or the breach of the Terms by Customer or any other user of the Services.
- C. Use of the Services must respect the property rights of WOW! and others. Title and intellectual property rights to the Services are owned by WOW!, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Services without express prior written consent from WOW! and other owners of such material is prohibited.
- D. WOW! shall have the right, upon reasonable prior notice and during Customer's normal business hours, and subject to any reasonable security requirements, to audit Customer's use of the Service, to ensure Customer's compliance with these Terms and any applicable Business Customer Agreement. In the event that WOW!'s audit reveals that Customer's usage of the Service exceeds Customer's rights hereunder or under any applicable Business Customer Agreement, WOW! may charge to Customer an amount equal to one and a half times the Service charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay WOW!'s then-current fees for such additional usage.
- E. Any breach of this Section 4 shall be deemed a material breach of the Agreement. In the event of such material breach, WOW! shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of WOW!, and then to notify Customer of the action that WOW! has taken and the reason for such action, in addition to any and all other rights and remedies under the Agreement.
5. **Payment for Services.** Unless otherwise agreed to in writing, Customer shall pay WOW! all service installation charges prior to the installation of Services. Customer further agrees to timely pay all charges, taxes and fees for the Service, including, but not limited to, installation/service call charges, monthly service charges, WOW! Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in Section 6. Customer may be charged an additional payment convenience fee for payments made through a customer care representative or at a WOW! payment center. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and amount of customer payments and the amount of any pre-payments. Customer shall pay each invoice in immediately available U.S. funds. Customer may pay by valid credit card, money order, online bank bill pay (Electronic Funds Transfer), debit card, check, or certain other third-party services approved in advance by us. WOW! may change the payment methods we accept from time to time at our sole discretion. Certain additional terms may apply depending on your selected payment method.
6. Except as otherwise indicated herein or in the applicable Customer Agreement or Service Order(s): (i) the Separate Fees and Charges and nonrecurring charges may be changed by WOW! without notice during the Term; and (ii) recurring monthly charges for Services may be increased by WOW! in accordance with Sections 28 and 29.

7. **Pricing Policy.** Prices and price guarantees exclude taxes and fees, however designated, including but not limited to applicable regulatory, PEG and franchise fees, and regulatory recovery fees, cost recovery charges, Subscriber Line Charges, Network Line Fees, PRI charges, other carrier access fees and/or access fees, Carrier Service Fees, surcharges, the Broadcast TV Fee, Sports Surcharge, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, late fee, service call and repair charges, and measured, per call or other usage-based or separately billed charges (collectively, the "Separate Fees and Charges"). The Separate Fees and Charges will vary depending upon your service location and the services to which you subscribe. Not all of the Separate Fees and Charges apply to all services. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.**
8. **Pricing Information and Your Right to Cancel Services.** Before we enter into a contract with you for WOW! video services (covered service), WOW! will, by phone, in person, online or by other reasonable means, provide or make available to you the following information about your covered services ("Customer Information"):
- i. The total recurring monthly charge for the covered service, whether offered individually or as part of a bundled service (e.g., if you buy covered video and other services like Internet and/or phone as part of a bundle of services), including any related administrative fees, equipment fees or other charges (e.g., Broadcast TV fee and sports surcharges); and
  - ii. The amount of any promotional discount reflected in the charge and when such discount will expire (or may be changed by WOW!). In this regard, most business customers agree to subscribe to our services for a minimum term (e.g., 12 months), which then automatically renews unless cancelled. Although the agreement terms can vary, for most customers we may change Internet and phone service prices and discounts after expiration of the initial term of the agreement, but covered video service pricing and discounts can be changed by us at any time, with notice to you. You can still terminate the agreement at any time, but you may in some situations be required to pay a termination fee. Other prices and fees are subject to change at any time by us, during and after a term or promotion period; and
  - iii. A good faith estimate of recurring taxes and fees associated with your covered services. The estimated taxes and fees will include: taxes, fees and charges imposed on us by (or collected by us on behalf of) Federal, State and local governments; and other fees or charges used to recover any other governmental assessment imposed on us. The taxes and fees are only an estimate, designed to give you a reasonable approximation of the monthly taxes and fees that you will pay over and above other monthly service and equipment charges for your covered service. Your actual monthly taxes and fees may vary and will be identified on your billing statement. These taxes and fees may be changed at any time. In addition to these estimated monthly taxes and fees, your bill may reflect other non-recurring taxes and/or fees on items such as installation charges and non-recurring or usage based service purchases.

After we enter into a contract with you, we will send or otherwise make available to you by email, online link or other reasonably comparable means the Customer Information described above. To receive the information from us, you agree that you must provide us with a valid email address and we will send the information or link to you at the email address that you provide to us. In addition to your other rights, you may cancel the covered services that you have ordered or added, without payment of early cancellation fees or other disconnection fees or penalties.

9. **Taxes, Fees and Other Charges.** Customer shall pay all applicable local, state or federal fees or taxes, however designated (which includes any sales, use or excise taxes, and property taxes related to Customer's property). Customer will be responsible to pay any Service charges, payment obligations, fees and taxes that become applicable retroactively. WOW! reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise and PEG fees (if any), regardless of whether WOW! or its affiliates or non-affiliated carriers pay the fees directly or are required or authorized by an order, rule, or regulation of a taxing jurisdiction to collect them from or charge them to Customer. These obligations may include those imposed on WOW!, its affiliates or non-affiliated carriers by statute, order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that WOW!, its affiliates or non-affiliated carriers are required or authorized to collect from or charge to the Customer, or to pay to others in support of statutory or regulatory programs. For example, WOW! may charge its commercial phone customers a monthly regulatory recovery fee to help defray WOW!'s contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Sigecom, LLC or other affiliated or non-affiliated interconnection carrier) charge a Subscriber Line Charge, Network Line Fee and/or Carrier Service Fee to offset costs associated with connecting customers to the telephone network and/or other regulatory costs.

**These charges are not a tax and are not government-mandated and are subject to change.** WOW! may also impose a separate fee to recover or offset specifically identified costs, such as programming or retransmission consent costs. **WOW! may impose a Broadcast TV Fee, Sports Surcharge and similar cost recovery fees on those customers who subscribe (whether alone or as part of a bundle of services) to WOW! cable television service. These fees are not a government mandated taxes or fees and are subject to change. The fees are in addition to other charges associated with the WOW! cable television services.** Taxes, government-related fees and non-government mandated charges and fees may be changed at any time with or without notice. **The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.**

10. **Invoices; Late Fees and Other Charges.** Recurring service charges and fees will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for VOD, per-per-view, international calls, directory assistance, operator assisted calls, service calls, maintenance and repairs) will be billed in the next practicable monthly billing cycle following such use. Customer must pay all monthly charges for the Services on or before the due date stated on the monthly bill. If you pay your bill through a customer care representative or at a WOW! payment center, there may be an additional payment convenience fee. Any amounts not paid to WOW! within such period will be considered past due. Failure to pay charges invoiced or failure to pay on time may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of interest, early termination charges, late payment charges (not to exceed the highest charges allowed by law) and/or service charges. **YOU WILL BE ASSESSED A LATE FEE PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 30 DAYS FROM THE BILLING DATE,** in addition to any past due balance. The current late fee is set forth in the price list applicable to your service area or can be provided to you on request. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify the Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect. In the event collection activities are required, a collection and/or trip charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by WOW! will be paid by Customer. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us. In the event Customer pays WOW! an amount in excess of the amount invoiced for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer's next monthly billing statement.

**Billing Statement Errors and Disputes.** Notwithstanding anything in these Terms to the contrary, Customer must provide to WOW! written notice of any billing statement errors or disputed charges within sixty (60) days from the date of the bill. Customer should send written notice to: WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Bellevue Ave, Suite 1000, Englewood, CO 80111-6015. Customer must have and present a reasonable basis for disputing any amount charged. If Customer fails to object to a billing statement in writing within the 60 day period, Customer waives its right to a refund or credit associated with such billing error or dispute.

In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction. WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit, service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments.

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

11. **Third-Party Services and Charges.** WOW! may from time to time offer other services, products and/or features that are provided by third parties not affiliated with WOW!, such as video and entertainment services (e.g., DIRECTV), enhanced security products and services, home warranty and other products and services. These products and services are offered by third parties and are subject to their own terms, conditions and policies. You understand and agree that WOW! is not

responsible for your purchase, access to or use of such third-party products and services, including their subscription or payment requirements, their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party product or service, or for the use, storage or disclosure of information that you provide to such a third party. You assume all risks associated with such third-party products and services. WOW!'s provision of links or other direct access to a third-party service provider or product supplier does not necessarily imply endorsement by WOW! of the third-party product, site, service or its contents, or affiliation with its operators, even if the product or service is billed to you by WOW! on behalf of the third party. You alone are responsible for reviewing and abiding by any applicable privacy statements and terms of use of the third-party products and services. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content or information over the Internet, or providing personal information to a third party. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by WOW!. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other services or offerings via the Internet or interactive video options or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

12. **WOW! Mobile Powered by Reach.** The mobile phone service offered by WOW! in select markets to its customers is provided by Reach Mobile (the "Mobile Phone Service"), a third party not affiliated with WOW!. The Mobile Phone Service is subject to Reach Mobile terms, conditions and policies. You understand and agree that WOW! is not responsible for your purchase, access to or use of the Mobile Phone Service, including the subscription or payment requirements, content, features, pricing, equipment requirements, terms and policies, or any other aspect of the Reach Mobile Phone Service, or for the use, storage or disclosure of information that you provide to Reach Mobile. Reach Mobile will provide customer support related to its Mobile Phone Service. WOW!'s provision of website links or other direct access to Reach Mobile information or eligibility for discounts on products or services does not imply affiliation between WOW! and Reach Mobile. You assume all risks associated with the Reach Mobile Phone Service. You alone are responsible for reviewing and abiding by any applicable privacy statements, policies and terms of use of the Reach Mobile Phone Service. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in providing personal information to Reach Mobile. If you consent with Reach Mobile, Reach Mobile may provide WOW! with certain information and data related to the Mobile Phone Service.
13. **Credit Approval and Deposits.** The Agreement is contingent upon credit verification and approval of the Customer by WOW!. Customer shall provide WOW! with true and correct credit information requested by WOW!. Customer authorizes WOW! to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records and to disclose this information to appropriate third parties for reasonable business purposes. WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Any cash deposit will not, unless explicitly required by law, bear interest and shall be held by WOW! as security for payment of Customer's charges. Customer understands and agrees that EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on Customer's Account on a monthly basis. By providing a cash security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to charge against the credit card or EFT or withdraw from any security deposit or account, for: (i) the repair cost or replacement value (as determined by WOW!) of all WOW! Equipment that is not returned to WOW! undamaged within ten (10) business days after disconnection of Service; and (ii) amounts due to WOW! for Services, fees and other charges. Customer will be refunded the balance of any cash security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for WOW! Equipment, if payment has been made for all amounts due on Customer's Account and Customer returns the WOW! Equipment undamaged. Unless otherwise required by applicable law, refunds of less than \$1.00 will only be paid upon Customer request.
14. **Recurring Charges.** Upon Customer's written request and WOW!'s acceptance of such request, WOW! will accept certain automatic credit card and bank account (EFT) payments for charges generated under the Agreement. By providing WOW! with a credit card or EFT number, Customer authorizes WOW! to charge the card or EFT for all charges generated under the Agreement, until (i) the Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that WOW! stop charging the credit card or EFT. Customer agrees to provide WOW! with updated credit card, EFT or alternate payment information on a timely basis prior to the expiration or termination of the credit card or EFT on file or in the event that Customer's credit card or EFT limit is or will be insufficient to cover payment. If WOW! is unable to charge Customer's credit card or EFT for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges,

upon demand by WOW!. WOW! may limit the option to pay by credit card or EFT to specific Services or may discontinue acceptance of credit card or EFT payments in whole or in part upon thirty (30) days prior notice to Customer. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges or damages related to any EFT or credit charge against Customer's Account. Customer agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of a breach of this Section.

15. **Credit Allowances.** Unless otherwise addressed in a separate service level or other written Ancillary Agreement between Customer and WOW!, and except as provided below, in the event of complete failure of a Service due to a technical malfunction within WOW!'s control for twenty-four (24) consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. Notwithstanding the foregoing, WOW!, its parent, affiliates and subsidiaries shall have no liability for interruption of any Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. **CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! AND ITS AFFILIATES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.**
16. **Exceptions to Credit Allowances.** Except as provided by applicable law or in an applicable service level or other Ancillary Agreement, a Service interruption shall not qualify for the Credits set forth herein if such Service interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through WOW!, including, without limitation, Customer's users; third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in these General Terms. The remedies set forth in this Section and Section 12 shall be Customer's sole and exclusive remedy for any interruption in the Services, outage, unavailability, delay or other degradation in the Services or any WOW! failure to meet the objectives of the Services.
17. **Confidential Information and Privacy.**
  - A. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, suppliers and agents who have a need to know for the purpose of performing the Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, suppliers and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by the Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation. "Confidential Information" means all information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items. Notwithstanding the foregoing, Customer agrees that: (i) WOW! may make references to the fact that Customer is a customer of WOW! and the general nature of Services that Customer purchases from WOW!; and (ii) WOW! may disclose the Agreement and/or Customer information to a potential purchaser in connection with a sale of all or a portion of its business or assets (including the sale or transfer of delinquent accounts or other receivables), including in connection with a merger, sale or reorganization. The non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 14 including, but not limited to, injunctive relief.

- B. WOW!'s privacy policy apply to WOW!'s handling of Customer confidential information. In the event of a conflict between the provisions of this Section and any provision of the privacy policy, the applicable provision of the privacy policy or statement shall prevail in the resolution of the conflict. A copy of WOW!'s privacy policy is available at [www.wowforbusiness.com](http://www.wowforbusiness.com).
- C. WOW! maintains a website that is available to both WOW! customers and others. Use of the website is subject to the WOW! Website Visitor Agreement and the WOW! Website Privacy Statement, both of which are available for review at our website. By accessing and using the WOW! website, you acknowledge your review of and consent to the WOW! Website Visitor Agreement and the WOW! Website Privacy Statement.
- D. You agree that WOW! may collect, use, store and disclose information concerning you and your use of the Services in the manner and for the purposes set forth in these terms, the WOW! customer privacy policy and/or the WOW! Website Privacy Statement.
- E. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer's Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that WOW may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.
- F. WOW! is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of the Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.
- G. Although WOW! will use commercially reasonable measures to maintain the security of the Services, WOW! assumes no responsibility for the effectiveness of these security measures provided by WOW!.
18. **WOW! Equipment Installation; Loss or Damage.** In order to provide Services, WOW! must install in and upon the Customer's premises certain equipment, including, but not limited to, cabling and related splitters, cable modems, advanced modems, Fiber Terminals, WiFi Access Points and converters provided by WOW!, and other equipment apparatus provided by WOW! (excluding pre-existing conduit, cable and wiring and other equipment owned or purchased by Customer). In some service areas, WOW! provides fiber-based Internet service (fiber Internet), which requires certain specialized equipment from WOW!. One WOW! Fiber Terminal must be installed by WOW! in your business to receive fiber Internet services. WOW!'s advertised fiber Internet speeds reflect maximum wired speeds delivered to the Fiber Terminal at your location. After the Fiber Terminal point, the location, number, capabilities, and limitations of WiFi equipment, connected Customer provided equipment and other factors will determine maximum speed to a device. WOW! will use reasonable efforts to complete any equipment installation work as necessary to activate the service ("Activation") for each service location, as applicable. **WOW! SHALL HAVE NO LIABILITY FOR ITS DELAY IN THE ACTIVATION OF A SERVICE.** Customer agrees to reimburse WOW! for any loss or damage to WOW! facilities or equipment resulting from any cause whatsoever, unless such damage or loss is due to WOW!'s sole negligence or willful misconduct. The WOW! Equipment (including internal wiring installed by WOW!) is and at all times shall remain the sole and exclusive property of WOW!, and Customer agrees that Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the equipment to the premises or otherwise. Customer will not open, alter, misuse, tamper with or remove the WOW! Equipment as and where installed by WOW!, and will not remove any markings or labels from the equipment indicating WOW! (or its suppliers) ownership or serial or identity numbers. Upon termination of a Service or Services, for whatever reason, Customer acknowledges that its right to possess and use the WOW! Equipment shall likewise terminate. In such event, the WOW! Equipment shall be returned to WOW in the same condition as when received, ordinary wear and tear accepted. Customer will be billed by WOW! for any charges relating to damages exceeding ordinary wear and tear. Following WOW!'s discontinuance of the Services to the service location(s), WOW! retains the right in its discretion to remove or disable any inside wiring installed and owned by WOW!. Customer agrees to safeguard the WOW! Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by WOW!) will not permit anyone other than an authorized representative of WOW! to perform any work on the WOW! Equipment. It is Customer's responsibility to ensure that it has adequate insurance for the equipment and facilities supplied by WOW! and for the loss of or interruption in the Services. Customer is responsible for damage to, or loss of, WOW! Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of WOW!. Customer agrees not to take any action that would directly or indirectly impair WOW!'s title to the WOW! Equipment, or expose WOW! to any claim, lien, encumbrance, or legal process, except as otherwise agreed



in writing by the Parties. Following WOW!'s discontinuance of the Services to the service location(s), WOW! retains the right to remove the WOW! Equipment including, but not limited to, that portion of the WOW! Equipment located within the service location(s). To the extent WOW! removes such WOW! Equipment, it shall be responsible for returning the service location(s) to its prior condition, wear and tear excepted.

**19. Software.**

- A. If and to the extent Customer requires the use of software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance of Customer's subscription for the Service and will terminate immediately upon termination of the Service to Customer for any reason. Customer may not claim title to, or an ownership interest in, any software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by WOW!, including, without limitation, end-user license agreements for the software. WOW! and its suppliers shall retain ownership of the software, and no rights are granted to Customer other than a license to use the software under the terms expressly set forth in the Agreement. WOW! may further require that Customer agree and adhere to a digital content license agreement, which applies with respect to WOW!'s provision in connection with certain features of its internet Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation.
- B. Customer is permitted to archive the software, provided that all such copies contain the same copyright notices and proprietary markings as the original software. Customer will not engage in, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited.
- C. Customer will return to WOW! or destroy all software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

**20. Third Party Software.** WOW! may provide (in the form of an available download, link to another company website, or otherwise) to Customer for use in connection with the Service or WOW! Equipment certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or WOW! Equipment. All such agreements are incorporated in the Agreement by reference. All end user licenses will terminate upon the termination of the Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service or the WOW! Equipment. WOW! provides no warranty whatsoever for any such software and you agree to indemnify WOW! against and hold WOW! harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

**21. Maintenance and Repairs.** WOW! will repair damage to or, at WOW!'s option, replace WOW! Equipment (excluding, however, inside wiring, whether installed by WOW! or others, as further described below), modify software, and otherwise attempt to correct interruptions of Service, due to WOW! Equipment wear and tear or technical malfunction within WOW!'s control, at WOW!'s expense. Other repair or replacement, including charges for troubleshooting, maintenance and repairs attempted or performed by WOW! or its contractors when the trouble report results from Customer Equipment, will be at Customer's expense. WOW! may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. WOW! will endeavor to give Customer advance notification of such suspensions of service. WOW!'s liability, if any, resulting from a Service suspension or Service outage shall be limited in accordance with Sections 12 and 13 of these General Terms. WOW! does not provide or guarantee continuous service and shall be liable for service interruption only to the extent specified in these General Terms, as described in any applicable State or Federal tariff, or in accordance with applicable law. WOW! shall have no obligation to install, operate, or maintain Customer Equipment. Unless Customer subscribes to the WOW! Inside Wiring Protection Plan, Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring on the Customer's side of the cable modem, Fiber Terminal, router and/or coaxial input connection. All Customer Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by WOW!'s employees or authorized contractors when the difficulty or trouble report results from Customer Equipment.

**Inside Wiring Protection Plan:** WOW! may offer a wire maintenance plan (Inside Wiring Protection Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Inside Wiring Protection Plan will be available at [www.wowforbusiness.com](http://www.wowforbusiness.com), or by calling us at: 1-888-969-4249. Except for repairs and maintenance covered by an applicable Inside Wiring Protection Plan, Customer is solely responsible for maintaining all inside wiring and Customer Equipment within the service location.

22. **Remote Customer Support.** As part of the Services, WOW! will provide a telephone number and email address for inquiries and remote problem support for service disruption. WOW! shall provide support directly to Customer and to Customer employees. The scope of remote support services shall be as determined by WOW! in its sole discretion from time to time. The support provided is for your use of the Services by means of the WOW! Equipment installed by or on behalf of WOW! and the software, if any, only.
23. **Customer Equipment.** Customer agrees that: (i) use of the Services may require certain equipment provided by Customer such as a personal computer or other device, cable modem and/or an appropriate operating system; and (ii) for certain Services (e.g., Hosted VoIP), WOW! may in its discretion allow the use of Customer supplied equipment that meets certain minimum requirements and specifications, subject to the terms of this Section ("Customer Equipment"). WOW! shall have no obligation to provide, maintain or service the Customer Equipment, including but not limited to Customer Equipment to which we or a third party has sent software or downloads.. Customer is responsible for providing Customer Equipment (including without limitation required computer hardware or other customer provided devices) that is compatible with the WOW! Service and has sufficient capability and functionality to support the Service that you purchase from WOW!. For example, if Customer provides its own modem, you must ensure that the modem has sufficient capability to support the speed purchased from WOW!. These minimum requirements may be revised by us from time to time. If you proceed with the installation of or use the Service in conjunction with Customer Equipment that does not meet compatibility, capability and functionality requirements or specifications or is otherwise not supported by the WOW! network (a "Non-Recommended Configuration"), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the cable modem, and (ii) the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION CUSTOMER'S COMPUTER, PHONE EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA. NEITHER WOW! NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in the Agreement. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Services. WOW! assumes no responsibility for the condition or repair of any Customer Equipment or other equipment owned by any third party. WOW! is not responsible or liable for any loss, impairment or disruption of a Service due, in whole or in part, to a malfunction or defect in such Customer Equipment. If any Customer Equipment requires modification or reprogramming to make it compatible with WOW! provided Service, WOW! shall not be liable for any applicable costs or damages associated with modification or reprogramming. Customer further: (i) agrees to adequately repair and maintain all of the Customer Equipment and third party equipment (including any internal wiring) so that it does not interfere with the normal operations of the WOW!'s broadband system or network; (ii) agrees that it will not attach anything to the internal wiring or equipment that impairs the functionality or integrity of WOW!'s broadband system or network; and (iii) represents and warrants that it owns the cable, wiring (and devices connected to that wiring) and conduit currently located within and upon the premises and agrees that WOW! shall have full access to and use of such cable, wiring and conduit for the provision of WOW!'s services during the term of the Agreement.
24. **General Warranty Limitations; Limitation of Liability.** CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. WOW!, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE "WOW! ENTITIES") MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. WOW! SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY

OF PROGRAMMING OR INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. WOW! MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH FAILING TO BACK-UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH "FILE SHARING." CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT WOW! HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT WOW! HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON WOW! ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. EXCEPT FOR THE CREDITS SPECIFIED IN THESE GENERAL TERMS AND TO THE FULLEST EXTENT PERMITTED BY LAW: (I) IN NO EVENT SHALL THE WOW! ENTITIES BE LIABLE FOR ANY DIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF GOODWILL OR PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER), ARISING OUT OF OR IN RELATION TO THE AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE WOW! SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH WOW!'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY; AND (II) IN NO EVENT SHALL THE WOW! ENTITIES LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT EXCEED THE GREATER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION OR FIVE (\$5.00) DOLLARS. THE FEES FOR THE SERVICES SET BY WOW! HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE WOW! ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THE AGREEMENT.

25. **Limitations on WOW!'s Liability for Customer Equipment and Software.** Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the WOW! Equipment and the Services. Except for gross negligence or willful misconduct by us, the WOW! Entities shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by WOW!, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. WOW! makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

WOW! does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WOW! NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES OR DATA.

YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF OUR SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH OUR SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THE AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE WOW! ENTITIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT.

26. **Limitations on WOW!'s Liability for Third Parties.** Notwithstanding anything to the contrary in the Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. WOW! is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. WOW! shall not be bound by any undertaking, representation or warranty made by an agent, or employee of WOW! or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of the Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). WOW! is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Services and WOW! assumes no liability for any program or information distributed over the cable system. WOW! shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Services. The limitations of liability set forth in the Agreement apply to any acts, omissions, and negligence of WOW! and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.
27. **Customer Services.** Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters; and (ii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement. Customer represents and warrants that: (1) Customer Services it furnishes to its End Users are designed, installed, provided and maintained in compliance with applicable legal requirements and those established in this Agreement, including without limitation legal requirements related to DMCA compliance; and (2) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by applicable law, regulators or other third parties to furnish its Customer Services. Customer shall defend, indemnify, and hold harmless WOW! from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer Services and Customer's use of the WOW! Services, including claims resulting from use of the Services or Customer Services by Customer's End Users and/or the content of any communications transmitted via the Services or Customer Services. Customer shall not use the Services or provide Customer Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any duly empowered government authority; (ii) for any unlawful,

infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates WOW!'s then current publicly available policies regarding acceptable use of Service(s). Without limiting the generality of the foregoing, Customer expressly assumes all responsibility for, and any potential liability arising out of, any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer, including any Customer Service. Customer represents and warrants that it has adopted and implemented, and gives users of internet service notice of, a policy for terminating repeat copyright infringers pursuant to the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512. Customer agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services.

28. **Indemnification.** CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (I) THE USE OF THE SERVICES, WOW! EQUIPMENT OR SOFTWARE BY CUSTOMER (INCLUDING ITS EMPLOYEES, AGENTS AND OTHER USERS WHO ACCESS CUSTOMER'S ACCOUNT) OR OTHERWISE ARISING OUT OF THE USE OF CUSTOMER'S ACCOUNT, THE SERVICES, THE WOW! EQUIPMENT OR SOFTWARE; (II) BREACH OF THE AGREEMENT; AND/OR (III) VIOLATION OF APPLICABLE LAW, INCLUDING LAWS RELATING TO LIBEL, SLANDER, PROTECTION OF PATENTS, COPYRIGHTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS. WOW! RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE SERVICE, AND/OR REMOVE CONTENT FROM THE SERVICE, IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER'S USE OF THE SERVICE DOES NOT CONFORM TO THE REQUIREMENTS SET FORTH IN THE AGREEMENT, INTERFERES WITH WOW!'S ABILITY TO PROVIDE THE SERVICE, OR VIOLATES ANY LAWS OR REGULATIONS. WOW!'S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICE OR CONTENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER'S ACCOUNT) BY USE OF THE SERVICES.

THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THE AGREEMENT.

29. **Complaint Resolution.** Customer may submit a complaint to WOW! with regard to any aspect of the Service, including the quality of the reception of video services, at any time. WOW! maintains a toll-free telephone number (1-888-969-4249) that is available 24 hours a day, 7 days a week. When a call is received regarding a service related issue, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR may if necessary schedule a service technician to visit your business. If the problem cannot be resolved by the CCR, the problem will be referred to a supervisor who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, 1-888-969-4249, in writing at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015 or by emailing us from the "Contact Us" section on [www.wowforbusiness.com](http://www.wowforbusiness.com). WOW!'s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!. If Customer is dissatisfied with WOW!'s handling of a complaint, Customer can also contact the local or state franchising authority. Information regarding Customer's local or state franchising authority can be found on Customer's monthly billing statement, or by calling 1-888-969-4249. Our Michigan customers can file a complaint with the Michigan Public Service Commission (MPSC), which provides for an informal mediation process. Further information regarding our complaint resolution processes is contained on our website at [www.wowforbusiness.com](http://www.wowforbusiness.com).

30. **Binding Arbitration; Mediation.** UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE

DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER ANY SECTION OF THE AGREEMENT. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS' FEES OR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR MULTIPLIED DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. IF ANY CLAUSE WITHIN THIS ARBITRATION PROVISION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE IDENTIFIED ABOVE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION PROVISION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT. IN THE EVENT THIS ENTIRE ARBITRATION PROVISION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT IN A DISPUTE THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION PROVISION, YOU AND WOW! HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

31. **Sole Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply to you. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
32. **Term and Renewal.** The term of the Agreement shall commence on the Effective Date and be for the period specified in the Business Customer Agreement or Service Order (or, if not so specified, the term shall be one (1) year), following the Service Commencement Date (the "Initial Term"). **Upon expiration of the Initial Term, the Agreement (including each applicable Business Customer Agreement or Service Order) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s")), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial Term or the then current Renewal Term.** The then current General Terms and Service Policies shall apply for each Renewal Term. Effective at any time after the end of the Initial Term and from time to time thereafter, WOW! may modify the charges for its recurring monthly Phone and Internet Services, subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. WOW! may modify the charges for its recurring monthly Cable television services at any time, subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Cable television service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. All other charges (including, as applicable and without limitation, taxes, fees, regulatory recovery fees, cost recovery charges, carrier fees, Subscriber Line Charges, Network Line Fees, Carrier Service Fee, carrier access fees, the Broadcast TV Fee, Sports Surcharge, and non-recurring, optional, measured, usage-based and special service charges such as: charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls; charges for VOD, pay-per-view and other video service charges; and charges for other optional services and equipment not included in the base monthly service charge) may be modified at any time.
33. **Other Permitted Changes in Rates.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government or quasi-government-imposed charges that increases the costs or other terms of WOW!'s delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by WOW! in providing the Service, Customer acknowledges and agrees that WOW! may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided WOW! notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies WOW! at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that WOW! is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and WOW! is required under applicable law to apply those rates to Customer's purchase of Service under the Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern WOW!'s delivery of, and Customer's use or consumption of the Service. In addition, if WOW! determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then WOW! may terminate

the Agreement as to any or all of the Services and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

34. **Termination; Early Termination Charges.** Customer shall have the right to terminate for convenience a Customer Agreement in whole or part, at any time during the Service Term upon at least sixty (60) days prior written notice to WOW!, and subject to payment to WOW! of all outstanding amounts due for the Services, any and all applicable termination charges as described below and the return of any and all WOW! Equipment. Either party may terminate a Customer Agreement for cause if written notice is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. "Cause" is any material breach of the terms of the Agreement. Notwithstanding the forgoing, a Customer Agreement may also be terminated by WOW! for cause without prior notice: (i) if Customer fails to timely pay for the Services; (ii) if Customer uses the Services in violation of applicable law, or WOW!'s acceptable use or other policies; (iii) in accordance with any applicable tariff on file with applicable regulatory authorities; or (iv) if WOW! determines in its sole discretion that the termination of Services and the Customer Agreement is necessary to protect itself, its customers or the general public against acts of fraud and other unlawful activities. WOW! may also terminate a Customer Agreement immediately without incurring any liability whatsoever if WOW! determines in its sole discretion that: (i) any local, state, national or international law makes it unlawful, infeasible or uneconomic for WOW! to provide a service to Customer, or (ii) WOW! is unable to reasonably secure or maintain necessary or suitable facilities, access or utilities required to provide a service to Customer. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Service Term. The Service Term begins on the Service Commencement Date and continues for the period of time specified in the Service Order, unless earlier terminated in accordance with these General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of a Customer Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Service Term without cause (including a termination for convenience) or WOW!'s early termination of a Customer Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! incurred before or after the Service Commencement Date including, but not necessarily limited to, site survey costs, construction and installation costs, Custom Installation Fees, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Term.

Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate a Customer Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

35. **Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of the Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.
36. **Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a

mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

37. **Effect of Expiration or Termination of the Agreement or a Service Order.** Upon the expiration or termination of a Customer Agreement for any reason: (i) WOW! may disconnect the applicable Service; (ii) WOW! may delete all applicable data, files, electronic messages, voicemail or other information stored on WOW!'s servers or systems; (iii) if Customer has terminated the Customer Agreement prior to the expiration of the Service Term without cause, or if WOW! has terminated the Customer Agreement prior to the expiration of the Service Term for cause, WOW! may assess and collect from Customer applicable termination charges (as described above in Section 30); (iv) Customer shall permit WOW! access to retrieve from the applicable service locations any and all WOW! Equipment (however, if Customer fails to permit access, or if the retrieved WOW! Equipment has been damaged and/or destroyed other than by WOW! or its agents, normal wear and tear excepted, WOW! may invoice (or collect from in accordance with Section 10) Customer for the full replacement cost of the relevant WOW! Equipment, or in the event of minor damage to the retrieved WOW! Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable software shall automatically terminate, and Customer shall be obligated to return the software to WOW!.
38. **Price Lists, Channel Line-ups and Service Information.** While we try to ensure that all prices, channel line-up, programming and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.
39. **Deletion of Customer Information.** WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, email, files, or other information that is stored on WOW!'s or its suppliers' servers or systems. Customer understands and acknowledges that WOW! shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, email, files, or other information.
40. **Ownership of Telephone Numbers and Addresses.** Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. We may modify or change these numbers and addresses at any time without notice and shall in no way be required to compensate you for these changes.
41. **Customer Compliance with Applicable Law and Regulations.** Customer understands and agrees that, unless otherwise specifically agreed by WOW! in a separate written agreement, the services provided by WOW! are not designed to satisfy Customer's obligations under applicable law and regulations, such as HIPPA, SOX and PCI. In particular, unless otherwise specifically agreed by WOW! in a separate written agreement, Customer agrees that WOW! is not a business associate for HIPAA purposes. Customer is solely responsible for its obligations under applicable law and regulations, and is solely responsible for implementing proper controls to comply with its obligations.
42. **Password Security.** For certain WOW! services, WOW! requires the creation of a customer user identification and/or password that enables access to services and account information. Customer agrees that it will immediately change any default user identification and/or password and will be responsible for the confidentiality, security and use of user identifications and/or passwords. Customer shall immediately notify WOW! if there has been an unauthorized release, use or other compromise of any user identification or password. WOW! shall not be liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's user identification and/or password.
43. **EU General Data Protection Regulation.** WOW! services are generally not implicated by the European Union General Data Protection Regulation (GDPR) and, therefore, we do not certify compliance with the GDPR. You should not in connection with our services provide us with personal data of any European Union resident. Our customers are solely responsible for complying with GDPR obligations that may apply to them.
44. **Additional Phone Service Terms, Restrictions and Advisories.** In addition to the provisions of these General Terms generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to certain of WOW!'s Phone Services. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services



("VOIP Phone"), which may include Hosted VoIP services. Our VoIP Phone services, as well as certain other specialized phone products, have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

**A. General Use Restrictions.** Except as otherwise provided in the General Terms and Conditions or as authorized by WOW!, WOW! Phone Service is intended for ordinary commercial use only and may only be used at service location(s) where such service is installed by WOW!. Customer understands and acknowledges that if Customer attempts to install or use the WOW! Equipment or VoIP Phone service at another location, the phone service, including but not limited to 911/E911, may fail to function or may function improperly. If Customer subscribes to a WOW! service (such as Hosted VoIP) that allows Customer to move the WOW! Phone Service Equipment to another location, Customer is responsible for ensuring that its emergency service location is updated by either updating the emergency service location by use of a communications portal provided by WOW! or by contacting WOW! to initiate the service address change. Customer expressly agrees not to: (i) use the Service provided by WOW! in a way that violates this Agreement, applicable laws and/or use policies adopted by WOW! The Service may not be used to originate illegal traffic, which includes, without limitation, FRAUDULENT SPOOFING AND ILLEGAL ROBOCALLS. WOW! reserves the right to terminate your Service immediately and without advance notice if WOW!, in its sole discretion, believes that you have violated this Agreement, any law or applicable use policy, or you have used the Service to originate illegal traffic, including illegal robocalls; (ii) interfere with or impair any service over any facilities and associated Equipment or impair the privacy of any communications over such facilities and associated Equipment; (iii) sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Phone Services or any component or combination thereof; (iv) in any manner use the Service in a way that results in non-standard calling patterns or practices (including text messaging), including but not limited to, use of the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans, PBX hacking or modem hijacking resulting in excessive usage of long distance service, excessive text messages, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns, as determined by WOW!; or (v) augment the WOW! Phone Service or features, in any way as to change the functionality of the services or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or these Terms. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle. IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER'S USE OF WOW! PHONE SERVICE IS ILLEGAL, EXCESSIVE, ABUSIVE, HARMFUL OR IN VIOLATION OF THESE TERMS, WOW! RESERVES THE RIGHT, AMONG OTHER THINGS, TO TERMINATE OR MODIFY THE WOW! PHONE SERVICE IMMEDIATELY AND WITHOUT NOTICE.

**B. VOIP PHONE SERVICE E911 ADVISORY; Limitations Affecting Access to Phone and 911 Services.** IF YOU ARE SUBSCRIBING TO ANY OF THE WOW! VOIP PHONE SERVICES (INCLUDING HOSTED VOIP), YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE. FOR SOME SERVICES, WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, FIBER TERMINAL, OR OTHER REQUIRED WOW! EQUIPMENT, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE WITHOUT FIRST UPDATING YOUR EMERGENCY SERVICE LOCATION, BY EITHER NOTIFYING US OR USING ANY WOW! PROVIDED COMMUNICATIONS PORTAL. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT MODEM OR EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER

INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. THERE MAY ALSO BE A DELAY OF AT LEAST THREE (3) BUSINESS DAYS AFTER YOU CHANGE YOUR EMERGENCY SERVICE LOCATION FOR THE NEW LOCATION TO BE USED FOR E911 PURPOSES. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES. You agree to defend, indemnify, and hold harmless WOW!, its officers, directors, employees, affiliates, suppliers and agents and any other service provider who furnishes services to you in connection with WOW! phone service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the phone service, including 911 dialing and/or inability of you or any third person or party or user of your service to be able to dial 911 or to access emergency service personnel and the operation of any medical monitoring device, or security or alarm monitoring system.

- C. **Maintenance.** From time to time, WOW! will provide scheduled and unscheduled maintenance to customer premises equipment and the WOW! network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting on our website at [www.wowforbusiness.com](http://www.wowforbusiness.com). WOW! will make a commercially reasonable effort to schedule maintenance of an expected duration of less than two hours after 12:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin during normal business hours. WOW! will also provide prior customer notification of scheduled construction and repair activities by posting such notice on our website at [www.wowway.com](http://www.wowway.com) and/or providing other customer notification.
- D. **EMTA Battery and Back-up Power.** FOR CERTAIN OF ITS VOIP PHONE SERVICES, WOW! HAS PROVIDED AN ADVANCED MODEM ("EMTA") WHICH MAY PROVIDE BATTERY BACK-UP POWER YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE AND DURATION OF ANY BATTERY BACKUP IS NOT GUARANTEED. THE BATTERY MAY NOT BE PROPERLY INSTALLED, MAY HAVE BEEN REMOVED, MAY FAIL, MAY PROVIDE POWER FOR ONLY A LIMITED TIME, OR MAY BE EXHAUSTED. IF THERE IS NO BATTERY BACKUP OR THE BATTERY BACKUP DOES NOT PROVIDE POWER, THE SERVICES WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED. When the "Replace Battery" light is illuminated on your EMTA, the battery is not functioning and consequently your phone service will not function in the event of a power outage. When the "Battery Low" light is illuminated, the battery is functioning, but will provide less than four hours of power back-up in the event of a power outage. IT IS YOUR RESPONSIBILITY ALONE AND NOT WOW!'S TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW." For instructions on obtaining and installing replacement batteries in your EMTA, please go to [www.wowforbusiness.com](http://www.wowforbusiness.com) or call: 1-855-940-4969 AS A CONDITION TO SUBSCRIBING TO WOW! PHONE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING YOUR BATTERY AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR PHONE, YOU MUST PROVIDE EITHER A BACK-UP BATTERY, UPS OR ANOTHER BACK-UP POWER SOURCE, WHICH REMAINS YOUR RESPONSIBILITY IN ALL RESPECTS.
- E. **Fiber Terminal Back-up Power.** FOR VOIP PHONE SERVICES IN FIBER AREAS, WOW! HAS PROVIDED A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP. IT IS YOUR RESPONSIBILITY ALONE AND NOT WOW!'S TO OBTAIN AND INSTALL OR PURCHASE FROM US AS DESCRIBED BELOW, AN UNINTERRUPTIBLE POWER SUPPLY (UPS), OR OTHER POWER SOURCE, AND TO REGULARLY CHECK THE INDICATOR LIGHTS LOCATIONS ON YOUR DEVICE AND TO IMMEDIATELY REPLACE THE DEVICE IN THE EVENT THE DEVICE INDICATES "REPLACE BATTERY" OR "BATTERY LOW." BY USING WOW! PHONE SERVICE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING A UPS OR OTHER POWER SOURCE, AND OBTAINING AND INSTALLING A NEW UPS TO REPLACE AN INOPERABLE OR LOW FUNCTIONING UPS OR BATTERY. New business customers can request a UPS form WOW! when you order service, or by calling us at 1-855-940-4969. The cost for a UPS is \$270.00 for a 24-hour battery plus taxes and any applicable shipping fees. Cost is subject to change. Other retailers may offer a lower price. When our technicians install your service, we will at your request assist with the installation of a UPS purchased from WOW! or from another third party source. If you elect to have the UPS installed by us, there may be additional service charges for the UPS installation, and costs of equipment and labor. The WOW! purchased UPS should be stored between 5°F and 113°F (-15°C- 45°C Improper storage will reduce battery life.
- F. **Security Systems and Medical Monitoring Devices.** You understand and acknowledge that WOW!'s VOIP Phone service: (i) does not support rotary-dial telephones, DSL on the same line or any features, calling functions or certain call

types not specifically listed in WOW!'s product literature; and (ii) may not support or be compatible with certain medical monitoring devices or security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that WOW! installs and configures WOW! Phone to operate with Customer's medical monitoring equipment or security system, Customer expressly acknowledges that: (x) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring services, test the functioning and compatibility of the equipment and/or alarm monitoring services with WOW! Phone; and (y) the Service has certain limitations as described herein that may affect the reliability and functionality of the medical monitoring equipment and security systems. Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST THE WOW! ENTITIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WOW! ENTITIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! SERVICE.

- G. **Analog Telephone Adapter (ATA) and Back-Up Power.** For certain customers with analog phones or other analog device, WOW! may install an Analog Telephone Adapter (ATA), which will allow the analog phone or device to function with WOW!'s digital Services. The ATA requires an external power source to function properly. For critical services such as alarm lines or elevator phones operating with the ATA, it is highly recommended that you provide a back-up power source to power the ATA in case of a power outage, such as an Uninterruptible Power Source (UPS). If a back-up power supply is not provided, the analog phones, alarm lines or other analog devices will not work in an emergency situation during a power outage. YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING YOUR EXTERNAL POWER SOURCE AND OBTAINING AND INSTALLING A NEW EXTERNAL POWER SOURCE TO REPLACE AN INOPERABLE OR LOW FUNCTIONING EXTERNAL POWER SOURCE. WOW! DOES NOT PROVIDE A BACK-UP EXTERNAL POWER SOURCE FOR THE ATA OR THE WOW! PHONE SERVICES UTILIZING AN ATA. YOU MUST PROVIDE AN EXTERNAL POWER SOURCE, WHICH REMAINS YOUR RESPONSIBILITY IN ALL RESPECTS.
- H. **Service and Feature Modifications.** WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Phone, including but not limited to equipment and system requirements.
- I. **CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.
- J. **Directory Listings.** WOW! may publish and distribute telephone directories in print, on the Internet and on CDs. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. WOW! also makes customer information available at a charge through directory assistance operators. WOW! may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. WOW! takes reasonable precautions to ensure that non-published and non-listed numbers are not included in telephone directories or directory assistance services, although WOW! does not guarantee against errors. THE AGGREGATE LIABILITY OF THE WOW! ENTITIES FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS OR PUBLICATIONS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN "UNLISTED" LISTING) IS LIMITED TO THE AMOUNT ACTUALLY PAID TO WOW! TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED LISTING. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR

LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS.

- i. **Enhanced Directory Listings.** In some markets, WOW! may offer an Enhanced Directory Listings service. In order to use the service, you must agree to the additional terms of the WOW! Enhanced Directory Listings End User License Agreement (EULA) and any applicable terms imposed by Neustar, which govern your use of the service. The EULA is available for your review at [www.wowforbusiness.com/terms-and-conditions](http://www.wowforbusiness.com/terms-and-conditions). 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 or limits 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.
- K. **Porting of Telephone Numbers.** For new phone customers, until your telephone number is ported to WOW!, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT, DURING THIS PORTING PROCESS, WOW! ASSUMES NO RESPONSIBILITY AND HAS NO LIABILITY FOR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.
- L. **Voicemail.** Customers who subscribe to WOW! Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, WOW! shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling WOW at 1-888-969-4249.
- M. **Usage Based Charges.** Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and per call or time-based charges (e.g., international calling and certain measured or limited use calling plans), are posted to the WOW! website [www.wowforbusiness.com](http://www.wowforbusiness.com). Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change. For billing purposes, a time-based call begins when the call is answered by the called party or an automated answering device (such as an answering

machine or fax machine); it ends when one of the parties disconnects the call. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges WOW!, its affiliates, or suppliers as if your call were answered by the called party, WOW! will charge you for a completed call. If the computed charge for a time-based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Voice Trunk Services may include a usage based fee for "bursting" traffic. Bursting traffic, and associated fee, only occurs when the number of simultaneous calls exceeds the trunk capacity purchased. For example, if the purchased call path package included 10 trunks, and during the calendar month, peak simultaneous calls resulted in twelve trunks being used, then the incremental two trunks would be billed as bursting traffic. Bursting is billed based upon usage during a calendar month, and is billed in arrears. Bursting functionality is enabled by default, and is provided to help ensure that your business does not miss phone calls. Bursting can be disabled upon request if you prefer to limit the number of simultaneous calls on your Voice Trunk service.

- N. **Third Party Charges.** The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- O. **Retention of Rights.** Nothing contained in the Agreement shall be construed to limit WOW!'s rights and remedies available at law or in equity. WOW! and its suppliers reserve the right both during the term of the Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on WOW!'s or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.
- P. **Toll Free Services.** Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with WOW!, Customer must have Voice Services, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's WOW! account, or (2) purchase a new Digital Voice telephone number to map to the TFN. If Customer fails to take immediate action as indicated above, WOW! will disconnect the TFN. WOW! shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.
- i. When ordering Toll Free Service, as set forth or referenced in each applicable Service Order Customer authorizes WOW! to act as its agent in initiating and provisioning such Toll Free Service.
  - ii. Toll Free Service is subject to the toll free pricing identified in the applicable Service Order.
  - iii. Unless otherwise stated in a Service Order, usage-based charges will be billed on either a per-minute or per-message basis. Service calls invoiced on a per-minute basis will have an initial minimum call duration of, 18 seconds subsequent intervals 6 seconds each.
  - iv. Subject to the terms and conditions herein, Toll Free Services are intended for commercial use only.
- Q. **Voice Trunk Services.** Subject to service availability and any applicable Ancillary Agreement, Customer may order Voice Trunk Services. Voice Trunk Services are not intended for residential use. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below and in any applicable Ancillary Agreement.
- i. Customer action is essential to the protection of its employees and other users of the Voice Trunk Services, as described below. Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.

- ii. WOW! offers the opportunity for Customers to designate different zones within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each zone exactly as it should appear to the 911 call taker. For each zone requested, up to ten, Customer will receive a phone number that WOW! will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.
- iii. Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not WOW!, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the WOW! Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than the number of different location identifiers or other features not currently offered by WOW! under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Voice Trunk Services from WOW!.
- iv. WOW! will post only the main billing telephone number in the 911 database or databases using Customer's address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify WOW! at least five (5) days prior to moving the Voice Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Voice Trunk Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.
- v. Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.
- vi. Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that WOW! does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.
- vii. WOW! shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of WOW! utilized in the provision of Voice Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call. Voice Trunk Service is subject to the trunk service pricing identified in the applicable Service Order. Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with Voice Trunk Services will be billed on basis of six (6) second increments with a minimum call duration of 18 seconds. For purposes of this section, "domestic" means calls within the continental United States.

**R. Hosted VoIP Services.** In some service areas, WOW! offers Hosted VoIP services that have restrictions and limitations in addition to those otherwise described above. VoIP phones and switches used with WOW! Hosted VoIP Service must be provisioned and managed by WOW!. All VoIP phones must be installed in a secure manner. Customer is solely responsible for any and all fraudulent, illegal or other improper use of the Service arising from or related to improper installation of WOW! VoIP phones, or Customer supplied VoIP phones authorized by WOW!. In some service areas,

WOW! may allow Customer to provide its own phone equipment for use in connection with the Hosted VoIP Services. Customer agrees that: (i) it will use only phone models that have been specifically approved by WOW! in writing, which phone models are subject to change from time to time by WOW!; and (ii) it must supply to WOW! MAC addresses for each Customer supplied phone; and (iii) the Customer supplied phones will be factory re-set by WOW! as part of the installation process, which may remove feature settings such as call forwarding or speed dial. Customer is responsible for implementing desired features after installation; and (iv) as further described in and subject to Section 20, Customer Equipment, Customer Equipment may require modification or reprogramming in order to function with the WOW! Service. Any such required modification or reprogramming (e.g., firmware upgrade or other modification of the Customer Equipment or its software) performed by WOW! is not guaranteed and will be performed by WOW! on a reasonable efforts basis only. Customer assumes all risks associated with any firmware upgrade, reprogramming or other modification and agrees that WOW! is not liable for any damage to Customer Equipment that may occur during the upgrade, reprogramming or modification process. If Customer uses the VoIP phone service in conjunction with a Third Party Provider (i.e., not a WOW! provided Internet service), Customer must work with its Third Party Provider to ensure that the Service and all phone features properly function, and resolve issues related to the Third Party Provider service, including port availability, bandwidth, jitter, packet loss and latency. WOW! has no control over or responsibility for Third Party Provider networks. **BEFORE RECEIVING HOSTED VOIP SERVICES, ALL SERVICE RESTRICTIONS AND LIMITATIONS ASSOCIATED WITH HOSTED VOIP SERVICES, INCLUDING LIMITATIONS REGARDING E911 ACCESS AND "OFF-NET" USE OF THE SERVICES MUST BE READ, UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER AND ITS END USERS.**

- S. **Voice Trunk Service (PRI & SIP Trunks).** In some service areas, WOW! offers Voice Trunk services that have restrictions and limitations in addition to those otherwise described above. **BEFORE RECEIVING VOICE TRUNK SERVICES, ALL CUSTOMERS ARE REQUIRED TO SPECIFICALLY ACKNOWLEDGE AND AGREE TO THE SERVICE REQUIREMENTS, RESTRICTIONS AND LIMITATIONS ASSOCIATED WITH SUCH SERVICES.**
- T. By subscribing to and using phone products such as Voice Trunk Services, VoIP, and/or Hosted VoIP services, you must agree to assume all risks associated with the restrictions and limitations of the service. YOU HEREBY WAIVE ALL CLAIMS AGAINST WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF: (I) THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! EQUIPMENT OR SERVICE; AND (II) YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**Unlimited Long Distance (LD) Plans.** In some service areas, unlimited LD voice plans are available to WOW! Business customers who choose the service and pay the applicable fees. These services are available on certain voice packages as specified on the Service Order or other documentation for those packages. Unlimited LD voice plans apply only to 1 + domestic direct-dialed, live voice long distance calls in the continental United States. **WOW! Business unlimited voice services are for normal business use only, and cannot be used with any of the following: call centers; autodialers or any similar types of devices; modems, data transmission or similar equipment; broadcast fax transmissions; or, Centrex, foreign exchange, public telephone, ISDN, or the equivalents of any such services. Customer lines associated with education institutions (colleges, Universities, etc.) or other businesses that aggregate end user traffic are not eligible for unlimited voice plans.** WOW! Business unlimited voice plans do not include multi-party conference calls, 900 number calls, directory assistance, or operator services; additional charges may apply. Taxes, fees and other charges, including Universal Service Fund and other Separate Fees and Charges, apply. WOW! reserves right to deny or terminate service, without notice, to anyone who uses WOW! Business unlimited plans in any manner prohibited above or whose usage adversely impacts our network or service levels. Similarly, WOW! Business reserves the right to deny or terminate WOW! Business unlimited LD voice plans where usage, in WOW! Business's sole determination, is inconsistent with normal business use or otherwise indicates possible resale, abuse or automated use of the unlimited voice services. WOW! Business unlimited voice plans may be modified or discontinued at any time, and may be subject to other terms and conditions contained in a separate service guide or agreement.

**Nomadic Functionality of certain Phone Service and WOW! Equipment.** WOW! may sell or provide certain phone service (such as Hosted VoIP) and WOW! Equipment with nomadic functionality. In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by WOW!, including without limitation, updating the service location associated with the nomadic phone service or WOW! Equipment. Customer updates to the emergency

service location must be made a minimum of three (3) business days prior to moving nomadic services and/or WOW! Equipment to ensure the records update is in place by the time of the relocation.

**Technical Support.** WOW! technical support is not available for phones that are not connected to the WOW! network, or are moved from the original service location. “Off-net” use of the Service is not guaranteed by WOW!. “Off-net” use is defined as use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider (“Third Party Provider”). You assume all risks of off-net usage of the Service, including any loss of service or functionality when the Service is used off-net, and any interruption of or degradation in service, including that attributable in whole or in part to a Third Party Provider, and agree to hold WOW! harmless from any claim, damage, loss or liability caused by, arising out of or related to off-net use of the Service and/or a Third Party Provider.

**911/E911 Limitations for Nomadic users.** WOW! only supports 911/E911 calls in those areas of the U.S. where WOW! can direct Customer’s 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls from nomadic WOW! Equipment will reach the emergency authority associated with the original registered service location unless Customer updates the emergency service location address. WOW! will be unable to register any service location provided in conjunction with the use of nomadic phone service and/or WOW! Equipment that is outside its 911/E911 phone service support area. In such circumstances, Customer will be required to use an alternative means of accessing 911/E911.

- U. **Customer-initiated 911 Testing.** If Customer chooses to make test calls to 911, it agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.
- V. **Recording of Phone Calls; Compliance with Law.** WOW! may offer phone services that allow for recording of phone calls. You understand and agree that, by enabling and/or using the call recording feature: (i) certain state and federal call recording laws apply to the use of call recording features by you and all users associated with your account. In some states, you and each user associated with your account are required to obtain consent from all parties to record a phone call; and (ii) you and each user associated with your account are required and must agree to maintain compliance with all applicable state and federal laws and regulations associated with call recording; and (iii) on behalf of your organization, you agree to notify all users associated with your account of their obligation to comply with all applicable state and federal laws and regulations; and (iv) YOU AND EACH USER ASSOCIATED WITH YOUR ACCOUNT ARE SOLELY LIABLE FOR COMPLIANCE WITH SUCH LAWS AND REGULATIONS AND UNDER NO CIRCUMSTANCES SHALL THE WOW! ENTITIES BE RESPONSIBLE OR HELD LIABLE FOR SUCH COMPLIANCE OR NONCOMPLIANCE; AND (V) YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AGAINST AND FROM ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, USE OF THE CALL RECORDING FEATURE. YOUR INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE SERVICES OR AGREEMENT; AND (VI) YOU ASSUME ALL RISKS ASSOCIATED WITH THE CALL RECORDING FEATURE AND HEREBY WAIVE ALL CLAIMS AGAINST THE WOW! ENTITIES TO THE MAXIMUM EXTENT ALLOWED BY LAW. THE WOW! ENTITIES SHALL HAVE NO DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE CALL LIABILITY FOR ANY RECORDING FEATURE.
- W. **Suspension and Termination by WOW!.** Customer understands and acknowledges that WOW! Phone Service, including 911/E911, as well as all online features of the Service, where WOW! makes these features available, will be disabled if Customer’s account is suspended or terminated.
- X. **Call Blocking Feature; Application and Ability to Opt-Out.** Effective June 30, 2021, on all WOW! Phone services, WOW! uses a call blocking feature (the “Blocking Feature”), which automatically blocks certain calls that are determined by WOW! in its sole discretion to be likely spam, robocalls or other unwanted calls. You understand and agree that WOW! may use unaffiliated third party databases and directories, as well as other information sources, in implementing the Blocking Feature. Although the features of this Blocking Feature are subject to change at any time by WOW!, calls blocked by WOW! generally fall into these categories (the “Blocked Calls”): (i) Calls from telephone numbers identified by industry sources to be fraudulent, solicitous, or SPAM; (ii) Calls from telephone numbers that have made an abnormal number of attempts to reach WOW! Customers (a.k.a fishing attempts); and (iii) Calls from telephone numbers that are identified in government databases as fraudulent or suspicious.

You agree and understand that:

- i. The Blocking Feature will automatically block the Blocked Calls, so that those calls are not completed to your phone. WOW! may use information sources over which it has no control (such as third party databases and



directories) to implement the Blocking Feature, which information may change from time to time. There is a risk that the Blocking Feature will block calls that you may want and so you can opt-out of the Blocking Feature at any time. TO REMOVE THE BLOCKING FEATURE FROM YOUR PHONE SERVICE (WHICH WILL ALSO REMOVE THE CALLER ID ALERT FEATURE), CALL US AT 1-855-940-4969. TO REPORT THAT A LEGITIMATE CALL HAS BEEN BLOCKED IN ERROR OR TO REPORT A FRAUDULENT NUMBER THAT SHOULD BE BLOCKED, EMAIL US AT [CALLBLOCKING@WOWINC.COM](mailto:CALLBLOCKING@WOWINC.COM). For more information on Call Blocking, go to [wowway.com/support/phone](http://wowway.com/support/phone) and select Robocall Blocking & Caller ID Alert from the Topic drop down menu.

- ii. WOW! may disable or discontinue the Blocking Feature at any time. WOW! will take reasonable steps to notify Customers in advance of any changes to or discontinuation of the Blocking Feature, which notice may be accomplished by reasonable means selected by WOW!, including mail (such as information on your billing statement), email, phone or text and/or posting to the WOW! website.
- iii. You understand and agree that WOW!'s discontinuance of or change to the Blocking Feature does not constitute a breach by WOW! or a default of WOW!'s service obligations to you.
- iv. WOW! DOES NOT GUARANTEE THAT THE BLOCKING FEATURE WILL BE ERROR-FREE, UNINTERRUPTED OR ACCURATE. WOW! MAKES NO WARRANTY OR REPRESENTATION AS TO THE ABILITY OF THE WOW! BLOCKING FEATURE TO ACCURATELY DISTINGUISH BETWEEN BLOCKED CALLS AND WANTED CALLS OR AS TO THE ACCURACY OR QUALITY OF THE BLOCKING FEATURE. WOW! MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER.
- v. UNDER NO CIRCUMSTANCES SHALL WOW!, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE TO YOUR PERSON OR PROPERTY RESULTING FROM THE FAILURE TO DETECT A BLOCKED CALL OR FOR IMPROPERLY CLASSIFYING AN ACCEPTABLE CALL AS A BLOCKED CALL.
- vi. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEM OR DISSATISFACTION WITH THE WOW! BLOCKING FEATURE IS TO UNSUBSCRIBE FROM AND STOP USING THE WOW! BLOCKING FEATURE ON ALL OF YOUR SUBSCRIBED PHONE LINES. WOW! SHALL NOT INCUR ANY LIABILITY TO YOU OR HAVE ANY OBLIGATION TO REFUND ANY MONIES PAID OR PREPAID FOR YOUR USE OF THE WOW! PHONE SERVICE BASED UPON A FAILURE OF OR DISCONTINUANCE BY WOW! OF THE BLOCKING FEATURE.
- vii. **POINT OF CONTACT INFORMATION:** If you have a call blocking error complaint or if you would like us to verify the authenticity of the calls of a calling party that is adversely affected by information provided by caller ID authentication, please contact us at: [callblocking@wowinc.com](mailto:callblocking@wowinc.com). To opt-out of the Call Blocking Feature (which will also opt you out of the Caller ID Alert feature) call 1-855-940-4969.

Y. **Caller ID Alerts.** Effective June 30, 2021, the Caller ID Alert feature of our phone services has been enhanced with call analytics functionality designed to identify potentially fraudulent incoming calls ("Enhanced Caller ID"). WOW!'s analytics engine will assign a score for incoming calls, which varies depending upon the probability that the call is fraudulent (e.g., Spam). If our analytics determine that a call is potentially fraudulent, it will be marked with a "Potential Spam" or "Potential Scam" alert when it comes through on your phone. If our analytics determine that a call is at high risk of being fraudulent, we will proactively block the call and it will not even reach the phone. To opt-out of Caller ID Alerts (which will also disable the Call Blocking features) call 1-855-940-4969. IF YOU BELIEVE A LEGITIMATE CALL IS BEING INCORRECTLY BLOCKED OR LABELED AS POTENTIAL SPAM/SCAM, CONTACT US AT [CALLBLOCKING@WOWINC.COM](mailto:CALLBLOCKING@WOWINC.COM). WOW! may discontinue or modify the Enhanced Caller ID feature at any time. WOW! DOES NOT GUARANTEE THAT THE ENHANCED CALLER ID FEATURE WILL BE ERROR-FREE, UNINTERRUPTED OR ACCURATE. WOW! MAKES NO WARRANTY OR REPRESENTATION AS TO THE ABILITY OF THE WOW! ENHANCED CALLER ID FEATURE TO ACCURATELY DISTINGUISH BETWEEN FRAUDULENT (E.G., SPAM) AND WANTED CALLS OR AS TO THE ACCURACY OR QUALITY OF THE ENHANCED CALLER ID FEATURE. WOW! MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER. UNDER NO CIRCUMSTANCES WILL WOW!, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM THE FAILURE TO DETECT A FRAUDULENT CALL OR FOR IMPROPERLY CLASSIFYING AN ACCEPTABLE CALL AS A FRAUDULENT CALL.

Z. **Change in Regulatory Status.** Customer acknowledges and understands that certain of the WOW! phone Services use Voice over Internet Protocol (VOIP) to transmit calls. At present, VOIP is not regulated as a "telephone" service. Important distinctions exist between regulated telephone service and the information Service offering provided by WOW!. The Service is subject to different regulatory treatment than telephone service. This treatment may, for example, limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies. The FCC and State regulators are currently reviewing the proper regulatory status of VOIP services. Customer agrees that WOW! retains the right to restate the Agreement to the extent necessary to comply with any change in or clarification to applicable law that impacts upon the Service. WOW! may, in its sole discretion, immediately terminate the Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!'s ability to provide the Services herein.

45. **Additional Internet Service Terms, Restrictions and Advisories.** In addition to the provisions of this Agreement generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Internet Service. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

A. **WOW! Policies.** Customer agrees at all times to adhere to the current WOW! policies, including its DMCA, E-mail Retention and Internet Acceptable Use Policies (AUP), which are available for review at our website, [www.wowforbusiness.com](http://www.wowforbusiness.com), and are incorporated into the Agreement by this reference. Upon any violation of the AUP or other policy by Customer or another user through use of Customer's Account, WOW!, in addition to all of its other available legal or equitable remedies, may take any responsive actions that it deems appropriate, including: (i) temporary or permanent removal of content, (ii) temporary or permanent blocking of websites, and/or (iii) the immediate suspension or termination of all or any portion of the Service. Notwithstanding anything to the contrary in the Agreement, you acknowledge and agree that the terms of the DMCA, E-mail Retention Policy, AUP and any other applicable WOW! policies may be put into effect or revised from time to time without notice by posting a new version of the AUP or the other policy to the WOW! website at [www.wowforbusiness.com](http://www.wowforbusiness.com). Accordingly, you and other users of the Service should consult the AUP and all other posted policies regularly to conform to the most recent version. CUSTOMER AGREES TO: (I) INDEMNIFY, DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER ENGAGING IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THE WOW! POLICIES OR RESULTING FROM CUSTOMER'S VIOLATION OF THE POLICIES RELATED TO THE SERVICE. CUSTOMER'S INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE APPLICABLE CUSTOMER SUBSCRIPTION AGREEMENT; AND (II) ANY ADDITIONAL LIMITATIONS OF LIABILITY SET FORTH IN THE POLICIES.

**B. Restrictions on Use; Monitoring Service Use.**

- i. Customer acknowledges that the WOW! Internet service may provide its employees and other users with a connection to the Internet that may be unfiltered, and that WOW! neither controls nor assumes any responsibility for any content on the Internet or that is posted by a subscriber. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk. Customer is solely responsible for the content that is viewed, posted or transmitted by it, its employees and other users of Customer's Account, and agrees to indemnify, defend and hold the WOW! Entities harmless from and against any claims, liabilities, damages and expenses, including attorney's fees, arising out of or relating to content accessed, posted or transmitted by Customer's employees and other users through the WOW! Internet service. Customer shall ensure that each of its employees, contractors, customers, guests and other users with access to the Internet Service complies with the Terms and uses the Service only in accordance with any WOW! acceptable use or other applicable policy and all applicable laws and regulations. In all events, Customer and its users must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, you shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.
- ii. WOW! shall have no obligation to monitor postings or transmissions made in connection with the Service, however, Customer acknowledges and agrees that WOW! and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with the Agreement and WOW! policies, and as otherwise required by law or government request. WOW! reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in WOW!'s sole discretion, is unacceptable, undesirable or in violation of the Agreement or WOW! policies. Customer agrees that WOW has the right to take any action WOW! deems appropriate to protect the Service, its facilities for provision of the Service, or the WOW! Equipment, including but not limited to restricting or prohibiting the posting of any material that interferes with WOW!'s ability to provide the Service.
- iii. You understand and agree that if you type a Uniform Resource Locator (URL) which contains a nonexistent or unassigned domain name, or enter a search term into your browser address bar, WOW! may present you with a WOW! web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN, similar error message or browser assigned query. WOW!'s provision of the web search page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-

based search results pages. If you would prefer not to receive these pages from WOW!, you should follow the opt-out instructions that are available by clicking on the "About", "Opt Out" or similar link on the page.

- iv. WOW! automatically measures and monitors network performance and the performance of your Internet connection and our network. We may also monitor and record information about your computer, equipment profile or settings and the installation of software we provide. You agree to for the purpose of providing the Service. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of WOW! or its authorized vendors, contractors and agents. WOW! reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Customers. Should WOW! change such password(s), we will use reasonable means to notify the Customers affected, which may include notice by email and/or through notice on our website.
- v. The Service is for Customer's use only at the specified service locations. Customer is specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means.
- vi. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.
- vii. Customer acknowledges and agrees that WOW! shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. In its sole discretion, WOW! may: (i) limit excessive use of bandwidth; (ii) suspend, terminate or limit a Customer's Account for excessive use of bandwidth; (iii) require Customer to upgrade Customer's service level and pay additional fees in accordance with WOW!'s Price List; (iv) require the payment of one and a half times

the Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees.

- viii. WOW! further reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if WOW! (i) determines that such use or information does not conform with the requirements set forth in the Agreement, (ii) determines that such use or information interferes with WOW!'s ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions or policies for use.

- C. **Security.** WOW! recommends that the Customer implement security measures such as a "firewall" to protect the Customer's system from the hazards involved in getting connected to the Internet. Customer assumes full responsibility for any security measures relating to Customer's connection to WOW!'s Internet Service, and Customer waives any and all claims against WOW! for such security measure issues.
- D. **Eavesdropping.** Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive or confidential information posted, stored, transmitted or disseminated by you is done so at your sole risk, and the WOW! Entities shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.
- E. **File Sharing.** WOW! recommends that Customer leave File and Print Sharing services turned off. If Customer leaves File and Print Sharing ON, it is possible that other users can access Customer's machine while Customer is on the Internet. Customer hereby acknowledges and agrees that the Customer assumes all risk associated with "file sharing", and that WOW! shall have no liability whatsoever for any claims, losses, damages, actions, suits or proceedings arising out of or otherwise relating to such use by the Customer.
- F. **FTP/HTTP.** You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither WOW! nor its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.
- G. **User Name and Address.** Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then WOW! may immediately suspend the use of such WOW! Internet e-mail address, and Customer will indemnify and hold the WOW! Entities harmless for any claim or demand against WOW! that arises out of such selection. Customer acknowledges and agrees that WOW! shall not be liable to Customer in the event that WOW! is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular domain name as part of a WOW! Internet e-mail address. If as a result of such action, Customer loses an e-mail address, the Customer's sole remedy shall be the receipt of a replacement WOW! Internet e-mail address.
- H. **Service and Feature Modifications.** WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Internet, including but not limited to equipment and system requirements.
- I. **Web Hosting.** If Customer submits and WOW! accepts a Service Order(s) for web hosting services, the following terms shall also apply:
- i. **Authorization.** By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes WOW!, its agents, suppliers and affiliates to reproduce, publish, distribute, and display such content worldwide and warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless the WOW! Entities for any harm resulting from such actions.

- ii. **Web Site Content.** If applicable, WOW! (or its third party supplier) will host Customer's web site in a data center in accordance with WOW!'s then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by WOW! or its suppliers and all graphics, text, or other information or content materials supplied or furnished by WOW! or its suppliers for incorporation into a Customer Web Site shall remain with WOW! (or the party that supplied such materials to WOW!). Customer agrees to be bound by and adhere to the required Digital Content License Agreement which applies with respect to WOW!'s provision in connection with the Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation. Customer agrees that WOW! has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).
- iii. **Web Site Backup and Restoration.** Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) the WOW! Entities are not responsible for backup and restoration of Customer Content.
- J. **Domain Name Registration.** If Customer submits and WOW! accepts a Service Order(s) for domain name registration services available from WOW! or its third party supplier, the following terms shall also apply:
- i. **Registration.** At the request of Customer, WOW! (or its third party supplier) will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of WOW!'s choosing, but only to the extent that Customer provides WOW! with all necessary information relevant to such registration and subject to the further terms and conditions of any third party supplier. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. WOW! does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not WOW!, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless the WOW! Entities, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from: (i) services provided to Customer by a third party domain name registration service; and/or (ii) the domain name registration service's removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and/or from WOW! for setup of the modification or addition.
- ii. **Sub-Domain Name.** Should Customer be unable to register a unique domain name, WOW! may in its sole discretion grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to WOW!'s prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. WOW! does not represent that Customer's selected sub-domain name will be available. Customer receives no right to WOW!'s domain name other than as specifically stated in this Section. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and WOW!'s domain name.
- K. **INTERNET ACCESS THROUGH WOW! WIFI.** If you subscribe to certain of WOW!'s Internet services, you may, if you satisfy any then applicable availability and eligibility requirements, for a separate monthly charge, access the Internet wirelessly with a WiFi solution offered by WOW!, through equipment that we install in your business location (a WiFi solution offered by WOW! is referred to as "WOW! WiFi" or "WOW! WiFi Access Points"). Where indicated, some terms below apply particularly to WOW!'s Whole-Business WiFi solution (referred to as "WOW! WBWF"). Your use of WOW! WiFi is subject to: (i) these terms of service; and (ii) our acceptable use and privacy policies applicable to our Internet services; and (iii) the additional requirements set forth below. WOW! WiFi, including WOW! WBWF, are not available in all locations and availability is subject to certain restrictions and requirements, which may change without notice.

i. **Additional Requirements of WOW! WiFi.** To use WOW! WiFi, including WBWF, you must: (i) be a WOW! Internet subscriber in good standing, subscribing to an eligible service level or service package; (ii) obtain from WOW! equipment and software that may vary depending upon your service plan and WOW! WiFi solution (the "WiFi Equipment"), which provides a point of access to the WOW! WiFi offering that you subscribe to. Title to all such WiFi Equipment provided by WOW! shall remain with WOW! and its suppliers. Risk of damage to such WiFi Equipment shall remain with WOW! except to the extent that damage is attributable to Customer's acts or omissions, negligence, or willful or intentional misconduct. You are responsible for the safe return of the WiFi Equipment to WOW! after your use of the WOW! WiFi offering ends. Software associated with the WiFi Equipment may be delivered to you from time to time to update the software you were originally given to use by us or our supplier. You may use software (and any updates) solely in executable code form; (iii) have a wireless-enabled device for Internet connectivity within your business location that meets U.S. and WiFi Alliance standards. WOW! may restrict the number of devices you may use to connect to the WiFi Equipment. The number of permitted devices is subject to change from time to time; (iv) be properly authenticated. A username and password is required to access the WiFi Equipment to make sure you are authenticated by WOW!. You must provide accurate and complete sign-in and registration information and protect the password, username and security information you use to access WOW! WBWF; and (v) for WOW! WBWF or WOW! WiFi customers with eero devices, agree to terms, conditions and policies of our WiFi Equipment manufacturer, eero Inc. (referred to as "eero" or "supplier") which will be provided to you at or about the time of registration, service installation or activation, and are available for your review at <https://eero.com/legal/tos>. You understand and agree that the eero WiFi Equipment is manufactured by eero, a company not affiliated with WOW!. To use eero devices for WOW! WBWF or WOW! WiFi, you must establish an account with eero through its app, which will require you to provide certain information to eero (such as your name, email and phone number) and agree to the eero terms and privacy policy. The operation, use and performance of the WiFi Equipment is governed by these Terms of Service, as well as any terms, conditions and warranties provided by eero. If you have any issues concerning your WOW! WiFi, you should contact WOW! by calling us at the contact phone number on your billing statement. You agree to safeguard the WiFi Equipment from loss or damage of any kind, and will not permit anyone other than an authorized representative of WOW! to perform any work on the WiFi Equipment.

ii. **Risks and Limitations of WiFi.** (i) **Information and Data Security.** WiFi is not an inherently secure technology. You agree that WOW! will use commercially reasonable efforts to provide its WiFi offerings, including WBWF, but acknowledge that WiFi utilizes public, unlicensed radio-frequency. As such, WiFi is subject to external interferences, environmental influences and other factors and variables beyond WOW!'s reasonable control. YOU ACKNOWLEDGE THAT COMMUNICATIONS OVER WIFI MAY BE SUBJECT TO INTERCEPTION BY UNAUTHORIZED THIRD PARTIES. Although WOW! and its suppliers use commercially reasonable efforts to provide you with a secure and reliable service, your use of WOW! WiFi is AS IS and AS AVAILABLE and we cannot and do not make any general or specific warranties regarding the security, availability, quality, performance or other functionality of WOW! WiFi offerings or WiFi Equipment. You are responsible for implementing your own security protections while using WOW! WiFi. In the event you become aware of any unauthorized use of a WOW! WiFi offering or any other security breach (including but not limited to third-party use of your ID and password), you agree to immediately notify us. WOW! expressly disclaims any responsibility or liability for your use of WiFi and for any lack of security that may result from your use of WOW! WiFi. You assume all risk and release WOW! in the event of any damage you may suffer during use of WiFi, including the introduction of any viruses that may occur or breaches from unauthorized third parties. Please ensure your anti-malware software is up to date and that your data is backed up or otherwise protected. Please be mindful of others that may be able to view the content on your device. YOU AGREE TO HOLD WOW! AND ITS SUPPLIERS HARMLESS FOR THE FAILURE OF ANY DATA TRANSMISSION, LOSS OF ANY FILE, DATA OR OTHER INFORMATION WHILE USING A WOW! WIFI OFFERING, AND FOR ANY UNAUTHORIZED ACCESS TO OR UTILIZATION BY ANY THIRD PARTY OF ANY PERSONAL, FINANCIAL, OR OTHER SENSITIVE INFORMATION. (ii) **WiFi Service Availability and Performance.** WOW! WIFI OFFERINGS USE RADIO TRANSMISSIONS, SO YOU MAY NOT BE ABLE TO USE WOW! WIFI IF YOUR WIRELESS DEVICE IS NOT WITHIN RANGE OF AN AVAILABLE ACCESS POINT. EVEN WITHIN A COVERAGE AREA, THERE ARE MANY FACTORS THAT MAY IMPACT THE AVAILABILITY, PERFORMANCE AND QUALITY OF WOW! WIFI. WOW! WIFI quality, speed, performance and availability may vary, and be limited or affected by various factors including, but not limited to: (a) limitations associated with wireless network protocols (i.e., wireless network protocols have lower actual speeds than the theoretical maximum connection speed, and so the speed you receive for a WiFi connected device is typically unable to achieve the speed of a device connected directly to your modem); (b) transmission and download speed and accuracy; (c) network congestion and capacity; (d) performance, configuration, and functionality of your WiFi devices and wireless cards (including, but not limited to memory, storage and other limitations), and any devices to which they are attached; (e) the number of WiFi devices connected at any time; (f) physical obstructions and

distances between your WiFi device and the WiFi network; (g) availability of electric power; (h) transmission and equipment limitations, failures, maintenance or repair; and (i) user error. DATA DELAYS AND OMISSIONS MAY OCCUR. WE ARE NOT RESPONSIBLE FOR DATA LOST OR MISDIRECTED DUE TO THESE AND OTHER FORESEEABLE AND UNFORESEEABLE FACTORS. Any network speed is an “up to” estimate only and is no guarantee of the speed at which your WiFi device or Internet service will operate. Actual network speed and other performance will vary. WiFi connection speeds are also subject to limitation of WiFi network protocols and the capability of the device on the network. WOW! Whole Business-WiFi uses equipment that can support wireless and wired speeds that vary depending on the specific device type and other operating conditions. (iii) **WOW! Management of the WiFi Service.** WOW! MAY CHANGE THE AVAILABILITY AND/OR FUNCTIONALITY OF A WOW! WIFI OFFERING AT ANY TIME. You understand that WOW! may have to manage WOW! WiFi in order to ensure a good experience for multiple simultaneous users. This may include, for example, a time limit on each session, a limit on a number of sessions within a given time period, a limit on the number of devices per account, or a limit on the amount of bandwidth used by each device. If WOW! implements a time limit on your use of WOW! WiFi, there is no warning prior to disconnection of the session. In order to maintain acceptable levels of service for all WiFi customers and to improve WOW! WiFi, we reserve the right to monitor the use of and reasonably manage WOW! WiFi and to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all WOW! WiFi users. Additionally, WOW! and its suppliers may use automated processes to monitor and scan communications over the WiFi network in order to maintain and provide services, improve your experience, ensure the integrity of your communications, convey messages related to your WiFi account, deliver relevant advertising and for various other purposes related to the provision of WOW! WiFi. By using WOW! WiFi, you acknowledge and consent to WOW!’s (and its suppliers) automated processing of your communications through the WiFi network, including information such as your IP or MAC address, WOW! customer ID, HTTP requests and other information related to the provision of WOW! WiFi. (iv) **911 Calls.** WOW! WiFi is not intended for use in making 911 calls. It is not recommended that you use over-the-top voice services to make 911 or other emergency calls using WOW! WiFi.

iii. **Intellectual Property.** WOW! and/or its authorized manufacturers and suppliers own all intellectual property rights in the WiFi Equipment, including related written materials, software, logos, websites, applications, names and other support materials. No title to the intellectual property in the WiFi Equipment or any other material provided therewith is transferred to you. All rights are reserved. All names, trademarks and logos that appear in connection with WOW! WiFi are the property of WOW! and/or its third party suppliers. You may not use any of these names, trademarks or logos without WOW!’s prior written permission or the permission of the owner. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use for other purposes WOW! WiFi or WiFi Equipment is strictly prohibited.

iv. **Monitoring and Collection of Data.** WOW! and its equipment suppliers (including eero), vendors, partners and licensors (sometimes referred to as “WiFi Suppliers”) may collect and use certain information about you when you use WOW! WiFi or WBWF. We use this information to register your subscription to WOW! WiFi or WBWF and authenticate you as a valid WOW! Internet and WiFi subscriber authorized to access WOW! WiFi or WBWF, which may include without limitation name, phone number, email address and password, the configuration of your WiFi-enabled device and the unique device identifier (“Device ID”) associated with your device (such as a serial number and/or MAC address), and IP address associated with your Internet service. Once you are registered and authenticated, your information will be stored by WOW! and/or its WiFi Suppliers to allow you to auto-connect to WOW! WiFi or WBWF without having to authenticate each time you access the service. Periodically you will be required to re-authenticate. WOW! and/or its WiFi Suppliers may track and store IP addresses and the MAC address of your device accessing WOW! WiFi or WBWF, as well as usage data associated with the MAC addresses of each device. We also may collect usage data relating to your use of WOW! WiFi or WBWF, which data will be collected in the aggregate and linked only to your Device ID. You further acknowledge and agree that WOW! and/or its WiFi Suppliers: (i) has the right to electronically monitor your use of WOW! WiFi or WBWF to operate the WiFi Equipment properly, to protect itself or its subscribers, to enhance or develop WOW! services offered to you, to disclose any information as necessary to satisfy any law, regulation or other governmental request (such as a subpoena or court order), or to protect our rights, network, users or property; and (ii) monitor the traffic for network management and security purposes, such as identifying malware, bandwidth consumption, location of the access points, session start and end time, types of protocols and applications used, and illegal content such as child pornography; and (iii) may also collect additional personal information from you, as part of a registration process or otherwise. We may use that information for marketing and other purposes. More information about the collection of data is available in the WOW! Privacy Policy located at [www.wowforbusiness.com/terms-and-conditions](http://www.wowforbusiness.com/terms-and-conditions), and the eero privacy policy located at <https://eero.com/legal/privacy>. YOU HEREBY AGREE AND CONSENT TO OUR AND OUR WIFI SUPPLIERS COLLECTION, USE, TRANSMISSION, PROCESSING AND MAINTENANCE OF DATA AND

INFORMATION IN CONNECTION WITH THE PROVISION OF WOW! WBWF (INCLUDING WITHOUT LIMITATION FOR PURPOSES OF PROVIDING WOW! WBWF TO YOU, CONTACTING YOU REGARDING WOW! WBWF OR OTHER WOW! PRODUCTS OR SERVICES, PROVIDING CUSTOMER SUPPORT AND MAINTENANCE FOR WOW! WBWF, AND FOR TESTING FUNCTIONALITY, TROUBLESHOOTING REPORTED BUGS AND OTHER PURPOSES RELATED TO PROVIDING, ANALYZING AND IMPROVING WOW! WBWF). WE WILL USE AND DISCLOSE ANY PERSONALLY IDENTIFIABLE INFORMATION THAT WE MAY COLLECT FROM YOU IN CONNECTION WITH YOUR USE OF WOW! WBWF (FOR EXAMPLE, YOUR NAME, PHONE NUMBER AND EMAIL ADDRESS) IN ACCORDANCE WITH THE TERMS OF THE WOW! SUBSCRIBER PRIVACY POLICY AND/OR THE EERO PRIVACY POLICY.

- v. **Optional Third Party Services.** In some service areas, eero Plus service is available through WOW! to Whole-Business WiFi customers. The product is provided by eero, a third party not affiliated with WOW!, and is subject to its own terms, conditions and policies. WOW! is not responsible for your access to or use of such third-party products and services, their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party product or service. WOW!'s provision of links or other direct access to such a third-party service provider does not imply affiliation with the provider, even if the product or service is billed to you by WOW! on behalf of the third party.

- L. **Off-Net Services.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. "Off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for any service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

- M. **WOW! Business Continuity/Wireless Failover Service.** The WOW! Business Continuity product (or the "Wireless Failover Service") provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. This service is available in some markets for speeds up to 1Gbps.

- i. **Requirements.** Wireless Failover requires a subscription to WOW! Business Internet, lease of a WOW! provided Wireless router (the "Wireless Failover Equipment"), a minimum 24 month service contract, a continuous power source, and a professional WOW! installation is required. Installation charges may vary based on installation requirements. Early termination fees apply. Wireless Failover functionality and speeds not guaranteed, and may be limited by various factors, including Wireless Failover Service configuration and equipment placement. Wireless Failover Service may not be used at any location other than the Service Location(s) for which the WOW! Business Continuity Service was ordered, and Customer shall not move, rearrange, disconnect, remove, transport or use the Wireless Failover Equipment provided in connection with the Wireless Failover Service at any location other than such Service Location(s). WOW! Business Continuity Service is available in failover situations only for devices that provide essential business data traffic and use dynamic IP addresses. The service does not support devices with static IP addresses, which, for example, may include things such as: security cameras, remote VPN, internal web server that hosts customer webpage, assigned static IP to authenticate into a remote website or logistics system, and Voice Trunking (PRI/SIP) pointed to a static IP address. Wireless Failover Equipment provided by WOW! remains property of WOW! and must be returned to WOW! upon termination of WOW! Business Continuity Service to avoid additional charges. Wireless Failover Service availability and terms subject to change.
- ii. **Power Requirements.** Wireless Failover Service will not function without a power source. Battery backup is recommended and available for purchase from WOW!. Wireless Failover Equipment supports up to two optional batteries. A single battery pack can provide up to 8 hours of battery run time, when fully charged. Actual duration of backup battery runtime depends on multiple factors, including equipment, configuration, service use, battery age and temperature and is not guaranteed. Battery is subject to the specifications and warranties provided by the manufacturer. You authorize WOW! to provide you with device notifications via email. You are responsible for monitoring battery functionality and indicator lights and replacing a battery when required. When battery indicator light is solid or blinking yellow, BATTERY MAY NEED TO BE REPLACED.
- iii. **Speed, Service Management and Limitations.** Wireless Failover Equipment can limit expected and actual HSD speeds, even when the Wireless Failover Service is not engaged. Devices connected to the Wireless Failover Equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps under normal operation. When Wireless Failover is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed. Limited



Wireless Failover Service speeds may not support certain functions or services, such as video products, including video surveillance and TV service. WOW! may manage Wireless Failover traffic, which may reduce speed or functionality in certain circumstances. For example, WOW! may (i) block certain types of traffic for a Failover customer's data service while on the LTE Service; and/or (ii) limit, throttle or shut down the Wireless Failover Service when the customer's data service reaches certain limits imposed by WOW!, to help extend available Wireless Failover Service.

46. **Additional Cable TV Service Terms, Restrictions and Advisories.** In addition to the provisions of these General Terms generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Cable TV Service. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

- A. **New Technological Development.** Customer and WOW! recognizes that, during the term of this Agreement, cable television and telecommunications technology, the regulation of those services and the programming available for distribution will undergo continual change. As a result of such change, the technology, distribution method, equipment and services contemplated at the time of execution of this Agreement may become obsolete, uneconomical, or otherwise disadvantageous. WOW!, at its sole cost and discretion, may employ new technologies to deliver Services and may add, modify or discontinue Services at any time. WOW! will provide Customer with advance notice of the change and its effective date. In conjunction with these changes, the underlying data service to Customer must be provided by WOW!.
- B. **Restrictions on Use.** Pay-per-view (including special programming such as sporting events), video on demand (VOD) and premium programming offered as part of the Cable service may not be distributed to commercial establishments. Customer may not order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. In all events, Customer must identify itself as a commercial establishment when requesting any such special authorization. Customer shall not, and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the Cable service (or any part thereof); (ii) transmit the Cable service (or any part thereof) by any television or radio broadcast or by any other means or use the Cable service (or any part thereof) outside the of the service locations(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any WOW! Equipment, from another location to any service location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Cable service at any service location(s). Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the service location(s) at the time Cable service (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable service (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into the Cable service, or interrupt any performance of the Cable service for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the service location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to the Cable service. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM ANY CLAIM MADE AGAINST CUSTOMER OR WOW! RELATING TO ANY UNAUTHORIZED COMMERCIAL EXHIBITION.
- C. **Additional Sets.** Customer agrees not to add additional sets or disturb, alter or remove any portion of the WOW! Equipment. Any unauthorized connection or other tampering with the Cable service or the WOW! Equipment shall be cause for disconnection of the applicable Service, legal action and WOW shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.
- D. **Equipment.** Additional equipment is required to receive WOW! Cable. Customers subscribing to WOW! Cable must have a WOW! Digital Receiver, HD Receiver, DVR, HD DVR, Digital Adapter or an authorized CableCARD on all TVs connected to WOW! Cable. WOW! tv+ requires a WOW! tv+ box (or approved Customer Owned Device) on all TVs on

which you wish to receive WOW! tv+ service. Contact us for complete and current details, as equipment requirements are subject to change.

**E. Additional WOW! tv+ Terms.** In some market areas, WOW! offers Internet protocol based video services ("WOW! tv+"). WOW! tv+ differs from our traditional cable television services primarily in the way the services are delivered, but there are other differences and requirements described in these terms. Unless otherwise noted, the terms, conditions and policies described in these terms apply to WOW! tv+, but if there is a conflict, the terms in this section control. WOW! tv+ is only available to WOW! Internet customers located in certain market areas at this time. You can check availability in your market area at [wowforbusiness.com](http://wowforbusiness.com). (i) In order to subscribe to our WOW! tv+ services, you must also subscribe to a minimum level of WOW! Internet service (currently 120Mbps) and cable television service; (ii) The programming, services and service features offered by WOW! as part of WOW! tv+ may differ from those available to other video customers. Information regarding WOW! tv+ programming, channel line-ups and services is available at [wowway.com](http://wowway.com); (iii) WOW! tv+ requires that you lease at least one WOW! tv+ set top box (the "WOW! tv+ box") from us for an additional charge. A WOW! tv+ box (or an approved Customer Owned Device) is required on all TVs. An HDMI cable is required in order to connect your WOW! tv+ box to a television, and the television must have HDMI functionality and an available HDMI port; (iv) In order to use WOW! tv+, you must agree to the Google Terms and Conditions upon installation and set-up of your WOW! tv+ box; (v) Certain Android TV applications are available for download onto your WOW! tv+ box. These are third party applications (not affiliated with WOW!), and may require additional subscription and/or payments to access, and may be subject to their own terms, conditions and policies. You understand and agree that WOW! is not responsible for your download or use of third-party applications, including their subscription or payment requirements, and their content, terms and policies. You assume all risks associated with such third party applications and understand that some applications can be harmful and deemed "unsafe" or be host to malware, spyware or other harmful components; (vi) WOW! tv+ passes through emergency interrupt service (EAS) announcements transmitted by local television broadcasters. These local EAS messages will not appear on all WOW! channels, but only on the applicable broadcast channel. WOW! also transmits national emergency interrupt service announcements as required by 47 C.F.R. 11.11 et seq. If you are using WOW! tv+ on a Customer Owned Device (where available and authorized by WOW!) in an area outside of your business service area, any local EAS messages will still reflect your business service area, so you should rely on other available EAS services for local emergency information; and (vii) in some markets, WOW! tv+ service may be accessed on secondary outlets by use of certain approved devices that are not provided by WOW!, such as the Amazon Fire TV stick ("Customer Owned Device"). Even when such approved Customer Owned Devices are used by a Customer, subscription to WOW! tv+ service (including at least one WOW! tv+ box) and WOW! Internet service are still required, and Customer Owned Devices will not function with WOW! tv+ until WOW! Internet and cable television services have been installed and activated. WOW! does not provide and is not responsible for Customer Owned Devices, which may require a separate subscription or account with the device owner and may be subject to the device owner's terms of use, restrictions, conditions and policies. WOW! is not responsible for the operation, functionality, repair, maintenance or other aspects of a Customer Owned Device. WOW! may change approved Customer Owned Devices at any time. Some WOW! tv+ Services, features or functions may be unavailable, limited or vary (by device or geography, for example), when used with a Customer Owned Device. In addition, if your Customer Owned Device requires wireless data services and is located in an area where it cannot access such services, you may not be able to access the WOW! tv+ Services or certain features with your Customer Owned Device.

**F. Programming Content and Changes.** All programming, program services, program packages, number of channels, channel allocations and broadcast channels are subject to change in accordance with applicable law. Customer acknowledges and agrees that WOW! has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. WOW! may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. WOW! shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to WOW! or any other reason beyond the reasonable control of WOW!. WOW! assumes no liability for any programmer content or information distributed over WOW's cable system. Moreover, WOW! shall not be responsible for any products, merchandise or prizes promoted or purchased through use of the cable system.

**47. Access to Online Content.** As part of certain levels of service, WOW! allows access to online programming (the "Online Content") to authorized customers. The availability of such Online Content varies depending upon your service location and the level of service to which you subscribe, and is subject to change. By accessing the Online Content, you agree and understand that: (i) your access to Online Content is subject to the WOW! terms of service and privacy policy (the "Terms"), which are subject to change, as well as additional terms and conditions imposed by the Online Content provider; (ii) airtime or data charges may apply, so please check with your carrier; (iii) you are responsible for keeping your password and other credentials confidential, as password sharing is prohibited and may result in additional charges; (iv) WOW! may use its system and equipment to collect, use and store information regarding your use of the service, and may disclose anonymous

usage information to Online Content providers and others; and (v) WOW! may provide information about you to Online Content providers or their vendors so that they can: (a) verify that you are an authorized WOW! subscriber who has authority to access the Online Content, and (b) identify certain characteristics about you, such as your service location. For example, we may provide to content providers information such as your WOW! subscription status, globally unique identifier, zip code and other identification information. The content providers may use and store the information for purposes of authenticating your access rights and providing Online Content to you, including, for example, professional sports programming that is subject to league blackout rules based on a viewer's zip code. The content providers may also share anonymous information regarding you that WOW! provides to them for various other commercial purposes such as selling advertising and generating ratings information for the programming. In addition, to access the Online Content, you may be re-directed to a third party website that is not controlled by or affiliated with WOW!, and is subject to its own terms and conditions and policies. WOW! has no responsibility for the Online Content, the third party website, or the use, storage or disclosure of information that you provide to a third party.

48. **Force Majeure.** If WOW!'s (or any of its vendors, agents or suppliers) performance of any obligation under the Agreement is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, failure or malfunction of Customer Equipment or third party equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, accidents, power failure, failures of telecommunications or computer resources, a third party supplier, fuel, energy, labor or materials, national emergencies, insurrections, terrorist act, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then WOW! and its vendors, agents and suppliers shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. WOW! shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. WOW! may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!'s ability to provide the Services herein.
49. **Telephone and Email Contact.** We ask that you provide us with a contact email address (which may include that of a wireless or mobile device) and telephone number (which may be your business or home telephone, your cell phone, or another number that you provide to us). By providing us with these contact addresses and telephone numbers, you give us express consent to email and call you (including text messages) for purposes that include marketing our services to you and providing you with transactional or informational messages about your account and services (for example, we may call or email you about a new product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/or artificial voice messages. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from WOW!'s phone marketing list. Please contact us if you do not want us to place telemarketing calls to you or send you marketing emails. You are not required to give us consent to call you with promotional messages to receive services from us.
50. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in the Agreement shall survive the termination of the Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.
51. **MODIFICATIONS TO THESE TERMS.** WOW! MAY REVISE, AMEND OR RESTATE THESE TERMS AND CONDITIONS FROM TIME TO TIME. IF WE ARE REQUIRED BY LAW TO GIVE YOU ADVANCE NOTICE OF A SIGNIFICANT CHANGE TO THESE TERMS REGARDING YOUR CABLE SERVICES, IT MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY MAIL, E-MAIL, IN A NEW SPAPER, BY TRANSMISSION OVER OUR CABLE SYSTEM OR OTHER COMMUNICATION PERMITTED UNDER APPLICABLE LAW. MOREOVER, WOW! WILL NOTIFY YOU OF OTHER CHANGES TO THESE TERMS REGARDING YOUR INTERNET AND/OR PHONE SERVICES BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE WOW! WEB SITE AT [WWW.WOWFORBUSINESS.COM](http://WWW.WOWFORBUSINESS.COM) (OR ANY SUCCESSOR URL(S)) AND/OR BY E-MAIL OR POSTAL MAIL. ACCORDINGLY, CUSTOMERS AND USERS OF THE WOW! SERVICES SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THESE TERMS AND CONDITIONS TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. CUSTOMER AGREES THAT ANY ONE OF THE FOREGOING METHODS OF NOTICE WILL CONSTITUTE SUFFICIENT NOTICE OF SUCH CHANGES. NOTWITHSTANDING THE FORGOING, IF WOW! MAKES A CHANGE TO THESE TERMS THAT IS MATERIAL AND ADVERSE TO CUSTOMER, CUSTOMER HAS THIRTY (30) DAYS FOLLOWING NOTICE OF THE CHANGE TO TERMINATE THE AGREEMENT WITHOUT THE IMPOSITION OF EARLY TERMINATION CHARGES. CUSTOMER'S

CONTINUED RECEIPT OF SERVICES SHALL BE DEEMED ACCEPTANCE OF ANY SUCH CHANGE. WOW! AT ITS OPTION MAY AGREE NOT TO APPLY THE CHANGED TERMS TO CUSTOMER, IN WHICH CASE THE AGREEMENT IS NOT SUBJECT TO EARLY TERMINATION BY CUSTOMER.

52. **Severability.** The parties acknowledge that WOW! is subject to the provisions of its franchises and to the provisions of applicable federal and state laws and regulations. Any duty or promise of WOW! under the Agreement that conflicts with any provision of a franchise, or with applicable federal or state laws or regulations is to that extent void. Notwithstanding, the terms of the Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect.
53. **Notices.** Except as otherwise provided in the Agreement, any notices or other communications contemplated or required under the Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to WOW! shall be sent to WOW! Internet, Cable and Phone, Attn: VP of Business Operations, 7887 E. Bellevue Ave, Suite 1000, Englewood, CO 80111-6015, with a copy to: WOW! Internet, Cable and Phone, Attn: General Counsel, 259 E. Michigan Ave., Suite 209, Kalamazoo, Michigan 49007. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.
54. **Miscellaneous.** These General Terms, together with the Business Customer Agreement, Service Order, applicable tariffs, Acceptable Use Policy, applicable Ancillary Agreements and any other policies, rules, regulations or service guides communicated to Customer, constitute the entire agreement between Customer and WOW! and supersedes all other agreements whether written or oral, including but not limited to any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof, and shall prevail if any conflict arises. The Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer the Agreement in any manner without WOW!'s prior written consent. No approved assignment shall relieve Customer of its obligations hereunder. WOW! may assign or transfer the Agreement and/or your Customer account (including amounts that you owe to us) at any time without consent and without notice. The Parties to the Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by WOW!, Customer also agrees to sign written assurances and other export-related documents as may be required for WOW! to comply with U.S. export regulations. Except as specifically provided herein, the Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under the Agreement.

**REVISED AND EFFECTIVE AS OF: February 23, 2024**