

**OMNIPOINT ONLINE TERMS OF SERVICE FOR OMNIPOINT
BUSINESS INTERNET AND VALUE ADDED SERVICES**

**THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND
OBLIGATIONS, AND OURS, IN CONNECTION WITH YOUR USE OF OMNIPOINT ONLINE'S SERVICES.**

PLEASE READ THEM CAREFULLY

This Agreement is entered into between you as our customer ("you", "your", "Company") and OMNIPOINT Technology LLC. ("OMNIPOINT", "we", "our") and includes these Terms of Service as well as our Privacy policies located at www.OMNIPOINTBROADBAND.com (collectively, "Agreement"). By accepting this Agreement, you agree to comply with its terms and the specific terms of the service plan you selected (including the plan's duration and applicable early termination fee). Your acceptance of this Agreement occurs by and upon the earliest of:

(a) submission of your order; (b) your acceptance of the Agreement electronically or in the course of installing the Software; (c) your use of the Service; or (d) your retention of the Software we provide beyond thirty (30) days following delivery.

The following terms apply to all Services (as defined below):

- 1. Services and Definitions.** The term "Service" shall mean any OMNIPOINT Internet access service based on digital subscriber loop (DSL) technology including services marketed under the Business Internet or DSL name with or without local service (collectively "Business Internet Service"), any OMNIPOINT Internet access service delivered over a fiber optic transmission facility including services marketed as OMNIPOINT Fiber Internet Service ("Fiber Service") and the "Value Added Services" which may be made available to you for a separate charge or included with your Business Internet Service or Fiber Service as set forth in Attachment A hereto. . If a Value Added Service is included with Business Internet Service, Fiber Service or, for example, with the rental of a particular router, and you cancel your Business Internet Service, Fiber Service or router rental, then you will no longer be entitled to receive the Value Added Service that had been so included and OMNIPOINT can terminate the Value Added Service, including without limitation deleting any data or software associated with the Value Added Service. The Service includes all Software (as defined in this Agreement), Content, domain name server (DNS), and related services (including functionality that enables the delivery of OMNIPOINT messages to your internet browser), OMNIPOINT Web Sites and such other OMNIPOINT products or services as you may subscribe to with OMNIPOINT. The Service shall also include any software or hardware that we provide you in connection with the Service to which you have subscribed and any sub- or secondary accounts associated with a primary account. "Content" shall mean content provided by OMNIPOINT or its third party licensors, providers or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text, with the exception of content uploaded by and stored on behalf of users. "OMNIPOINT Web Site(s)" mean the sites located at omnipoint.solutions and business.OMNIPOINT.com which are comprised of various web pages, tools, information, software, Content, and features operated by OMNIPOINT. "Bundled Service(s)" means a combination or "bundle" of Business Internet Service or Fiber Service with one or more other eligible OMNIPOINT services, including but not limited to OMNIPOINT Fiber TV and voice telephone service. "Equipment" means the modem, router and/or other equipment provided by OMNIPOINT for use with the Service. For the avoidance of doubt, the term "Equipment" shall include any router provided to you by OMNIPOINT that is either rented by you or otherwise required to be returned to OMNIPOINT upon termination or cancellation of Service, but shall not include any router that you purchase from

OMNIPOINT or a third party, or any device that has been designated by us as "Retired." The term "Retired" designates Fiber devices, including routers, that may have originally been provided by OMNIPOINT, but are no longer subject to return to us.

2. **Term; Changes to Service.**

- a. **Term and Termination.** This Agreement shall be effective upon your acceptance of this Agreement, as provided above, and shall continue until you or we terminate this Agreement as permitted herein. If you subscribe to a plan with a minimum term commitment (a "Term Plan"), you agree to maintain your Service or Bundled Service for the duration of that Term Plan, including any renewal Terms, if applicable. Your Term Plan begins on the later of: (a) the date you change your existing Service plan to a Term Plan; or (b) the date provisioning of your Service is complete ("Service Ready Date"), which will be the due date established by OMNIPOINT (after the Equipment has been delivered) if you are self-installing the Service; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any Term Plan or other discount associated with a Bundled Service plan once all Bundled Services have been provisioned. Depending on the plan selected, your Term Plan will either expire at the end of the initial minimum term commitment period or will automatically renew for the same number of months as the initial minimum term commitment period (a "renewal Term"). If a Term Plan expires, your Service will continue and automatically convert to month-to-month rates that may be higher than Term rates. If you subscribe to a Term Plan with automatic renewals, your Term Plan will renew after each initial and renewal Term at then-current Term rates unless you or we cancel the renewal by contacting the other within the 30 day period before or the 60 day period after the renewal date. When you select a Term Plan, the monthly rates, minimum term periods, renewal terms, early termination fee and other terms of that plan will also apply and become part of this Agreement. In the event you change Service or Bundled Service plans, your monthly rate and term commitment may change (depending on the plan you select); otherwise, the terms of this Agreement will remain in effect unless otherwise provided. We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service generally or to your location. If we cease offering the Service (or any part thereof), we will give you at least thirty (30) days advance notice.
- b. **Changes to Service.** We reserve the right to change the Service (or any part thereof), at any time with or without notice to you. If such a change materially and adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service without further obligation.
- c. **Changes to Local Voice Telephone Service.** If you change or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Service without OMNIPOINT local voice service at the then-current rates, terms and conditions applicable to your new Service plan, and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 2 (c) then we reserve the right to charge any applicable early termination fees and to apply the Equipment return terms set forth in this Agreement.
- d. **Move/Down-grade/Up-grade Order Change Activities and Associated Fees.** You may down-grade speed connections within your selected Service plan or, subject to facilities availability, move your existing Service or phone line to another qualified Service or phone line for no additional charge; your Term Plan will not be altered as a result of such change order activity. In the event you up-grade to a Bundled Service plan, a new term commitment (depending on the plan you select) will apply starting on the effective date of your new Bundled Service plan. In the event you

up-grade speed connections within your selected Service plan, additional charges may apply, subject to the terms and conditions for the new Service plan.

- e. **Conversion from Business Internet Service to Fiber Service.** Service is available on a limited basis based on your service address. Fiber Service uses special fiber optic transmission facilities provided by your local OMNIPOINT telephone company. When OMNIPOINT is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your Business Internet Service and cease offering Business Internet Service to your location. In such case, we will offer you Fiber Service at the then applicable rates and terms, which may differ from your previous Business Internet Service rates and terms. As your sole and exclusive remedy, you may terminate the Service without further obligation.
3. **Prices/Billing.** For any Service or Bundled Service, we will give you at least thirty (30) calendar days prior notice of a price increase in the manner set forth in Section 8 below or by United State Mail, email to your email address on file with us, or by notice on or with your bill. Prices for Term Plan Services are guaranteed until the expiration or next renewal date of the Term Plan, as applicable, subject to the provisions of this section. A price change shall not apply to a Term Plan until the next renewal date following the notice of the price change. Your continued use of the Service or Bundled Service after a price change is effective constitutes your acceptance of the price change. If you change your Service or Bundled Service or your Term Plan, you agree to pay the applicable monthly fee that may apply to your new Term Plan. You agree to pay all charges associated with the rate plan selected, including but not limited to a) applicable taxes, b) surcharges, c) Federal Universal Service Fund, tax and other recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) setup fees, h) equipment charges, i) technician dispatch fees; j) early termination fees, and k) other non--recurring charges. Notwithstanding the pricing guarantee set forth above, the taxes, fees and other charges detailed in this section a) - d) may vary on a monthly basis; any variation will be reflected in your overall monthly charge. The amounts and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to interest and charges due to insufficient credit or insufficient funds. Activation fees, installation fees, setup fees, equipment charges, and other non-recurring charges, if applicable, will be included in your first month's bill. You acknowledge that you may also incur data charges or fees from a wireless or internet service provider (which may be OMNIPOINT or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to OMNIPOINT and third parties, including all applicable taxes, and you are solely responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions. Monthly Service and Bundled Service recurring charges will be billed one month in advance. Billing for Service(s) will automatically begin on the Service Ready Date unless you are notified otherwise by OMNIPOINT. We may, at our election, waive any fees or charges. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. OMNIPOINT or its agent will bill you directly, or bill your credit or debit card or your local OMNIPOINT telephone bill (where available in selected areas only), as you request and as approved by OMNIPOINT. IF YOU ELECT TO BE BILLED FOR YOUR SERVICE ON YOUR CREDIT OR DEBIT CARD, OMNIPOINT WILL CONTINUE TO BILL THE CARD UNTIL YOU TELL US TO CANCEL SUCH BILLING, AND YOU ALSO AGREE THAT OMNIPOINT MAY RECEIVE UPDATED CARD INFORMATION FROM YOUR CARD ISSUER. IF YOU ELECT TO BE BILLED FOR YOUR SERVICE ON YOUR OMNIPOINT PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE OMNIPOINT CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN THAT INCLUDES PHONE SERVICE, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR PHONE BILL. If you cancel any component of a Bundled Services plan, the monthly

charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate. You may only take advantage of one promotional pricing offer during any consecutive twelve-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding OMNIPOINT charges. If you enroll in OMNIPOINT's Paperless Billing program, you agree to view and pay your bill electronically each month and to promptly update your e-mail address with OMNIPOINT if it changes. You will no longer receive a paper bill. Instead, each month you will receive an e-mail notifying you that your bill is available online for viewing and payment at OMNIPOINT.com. You must continue to pay your paper bill until you receive your first e-mail notification that your bill is available online. If your electronic payment is rejected for any reason, OMNIPOINT may charge a return item fee (where permissible), cancel your enrollment in the Paperless Billing program and resume sending you paper bills.

4. **Payment, Late Fee and Consent Regarding Credit.** We will invoice you monthly or on a prepaid basis, as applicable. Payment to OMNIPOINT is due upon receipt of invoice and shall be made in U.S. currency. A payment received thirty (30) calendar days or more after the invoice date is considered past due. If your charges are billed by your OMNIPOINT local carrier, the Late Fee will be equal to the late payment charge that the local exchange carrier applies. If your charges are not billed by your OMNIPOINT local carrier, you agree to pay interest at the rate set forth on your bill (or the maximum interest allowed by law, whichever is less). OMNIPOINT may assign unpaid delinquent charges to a collection agency for action. In the event OMNIPOINT utilizes a collection agency or takes legal action to recover monies due, you agree to reimburse OMNIPOINT for all expenses incurred to recover such monies (including attorney's fees). We may evaluate your credit history before modifying or providing Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to credit reporting agencies which will negatively affect your credit report. You may be given the option to select a prepaid service plan ("Prepaid Service Plan") which will begin on the later of (a) the date of your order, or (b) the date you change to the Prepaid Service Plan. There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then then-current month-to-month rate.
5. **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.
6. **Renewal and Cancellation; Money Back Guarantee, and Early Termination Fee.**
 - a. **Renewal or Cancellation.** Upon expiration or cancellation of the Term Plan, we may continue to provide you with Service on a month-to-month basis, at our then-current monthly price. You may contact us to subscribe to another available Term Plan at then-current Term rates. If you subscribe to an automatic renewal Term Plan, your Term Plan will automatically renew at the end of the initial Term and at the end of each successive renewal Term, at the then-current Term rates, unless you contact us to cancel within 30 days before or 60 days after the renewal date. OMNIPOINT will provide you a reminder before each renewal date. If you wish to cancel your Service or renewal, or wish to select another plan, you may do so by calling 1-800-OMNIPOINT (800-837-4966).

- b. **Money Back Guarantee.** If we provide a money-back guarantee ("MBG") for your Service, it will begin when billing for your Service starts. During any applicable MBG period you may cancel the Service and receive a full refund of all monthly charges paid as well as any one-time charges and Equipment charges paid to OMNIPOINT (provided you return all Equipment in good working condition). An early termination fee will not apply to Service terminated within a MBG period, if one is provided. A MBG, if applicable, will not apply if you change between or renew service plans. You are limited to a maximum of one MBG per Service type per Service address.
 - c. **Early Termination Fee.** Except as otherwise set forth in this Agreement, if Service provided pursuant to a Term Plan is removed or terminated by you (or by us if you breach this Agreement) before you have completed the then-current initial or renewal Term, then you agree to pay OMNIPOINT the early termination fee set forth in the pricing plan you have chosen. It is agreed that OMNIPOINT's damages, if you cancel your Service, are difficult or impossible to ascertain; therefore, the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty. In addition, if you cancel Service after any applicable MBG period, you agree to pay us all Service fees accrued as of the cancellation date.
7. **No Warranties.** ADVICE OR INFORMATION GIVEN BY OMNIPOINT OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY. USE OF OMNIPOINT TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OMNIPOINT AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS.

IN ADDITION, OMNIPOINT DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (SPEED) OF THE SERVICE IS SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES AND NETWORK/INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR OMNIPOINT SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY OMNIPOINT-PROVIDED EQUIPMENT). OMNIPOINT DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY OMNIPOINT WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

8. **Your Responsibilities; Notices; Revisions to Terms of Service.**

- a. **Your Responsibilities.** You represent that you are eighteen (18) years of age or older, that you have the power and the legal authority to enter into this Agreement, and that the information you supply to us is correct and complete. You acknowledge and agree that you are solely responsible for all use of the Service (including the use of any secondary or sub-accounts associated with a

primary account) and the manner in which the Service is used by you or anyone who uses the Service with or without your permission. If you use a wireless router or similar device, you are responsible for securing your wireless network and for any use of the Service via your wireless network by you, your guests or any other third parties. Any use of your Service by you, your guests or other third parties that violates the terms of this Agreement, including the AUP, shall be considered a breach by you and you agree to indemnify and hold harmless OMNIPOINT from any losses, damages, or costs resulting from any third-party claim or allegation arising out of or relating to any third party use of your service. You may not resell or rent the Service to third parties or allow third parties to use the Service via wired, wireless or other means for any commercial purpose. For example, and without limitation, you may not provide Internet access to any tenants or any other third parties for a fee or as a service included in rental or other fee payments (such as for temporary office space, at a hotel, at a trailer park or similar); you may not use the Service to provide a web-hosting business; and you may not use the Service to operate a server farm or other data storage business. You may connect multiple computers/devices within a single office or business location to your Service router to access the Service, but only through a single account and an IP address(es) obtained from OMNIPOINT, and only for use by you and your Company. Additional User IDs provided for email boxes are not intended for use as dial-up connections. You agree to use the Service only within the United States.

- b. **Use of the Service and Management of Data, Devices and Software.** You understand and agree that you are solely responsible for the protection, storage, backup and security of your and any guest's data, software, devices, computer network and other facilities, as well as your choice of equipment, software and online content; and all other matters related to how you access and use the Service. You acknowledge and agree that the reliability, availability and performance of data or services accessed through the Internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by OMNIPOINT. You also agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. In addition, you agree that your use of the Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. YOU AGREE THAT OMNIPOINT IS NOT RESPONSIBLE FOR THE LOSS OF YOUR OR ANY THIRD PARTY DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR, OR YOUR PERMITTED GUESTS' DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON OMNIPOINT'S OR ANY THIRD PARTY'S SERVERS.
- c. **OMNIPOINT Management of Data and Network Performance.** We reserve the right to (i) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple OMNIPOINT servers for back-up and maintenance purposes; and (ii) block or remove any unlawful content you store on or transmit to or from any OMNIPOINT server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access. OMNIPOINT automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and equipment's profile and settings and the installation of software we provide. You agree to permit us to access your computer and equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to OMNIPOINT's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and equipment settings, as they relate to the Service, Software, or other services, which we may offer

from time to time. OMNIPOINT 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 OMNIPOINT change such password(s), we will use reasonable means to notify the customers affected, which may include email to the contact email address we have on file and/or through notice on the Terms Website.

- d. **Limitations on Use of Service.** You agree that OMNIPOINT assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and does not endorse any advice or opinion contained therein. OMNIPOINT does not monitor or control such services, although we reserve the right to do so. OMNIPOINT may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Service and to protect others and ourselves.
- e. By transmitting, uploading, downloading, posting or submitting any information or material using the Service or the web site tools, you (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; (ii) warrant that no other party has rights to the information and you represent that when you transmit, upload or download, post or submit any content, images or data does not violate the copyright or trademark laws or any other third part rights; and (iii) you understand and agree that any and all use of the Service is subject to the terms of OMNIPOINT's Copyright Alert Program, a description of which can be found at <http://business.OMNIPOINT.com/copyrightalertprogram>.

Any web sites linked to or from the Service are not reviewed, controlled, or examined by OMNIPOINT and OMNIPOINT is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of any linked sites or content from the Service, including sites or content advertised on the Service, does not imply endorsement of the linked site or content by OMNIPOINT. Any dealings that you have with third parties, merchants or advertisers found on the Service are between you and the third party, merchant or advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against a third party, merchant or advertiser. In no event shall OMNIPOINT be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites.

If you choose to access the OMNIPOINT Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the county in which you reside. OMNIPOINT makes no representation that materials on the OMNIPOINT Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

You further agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term, into your browser address bar, OMNIPOINT may present you with a OMNIPOINT Error Assist web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. OMNIPOINT's provision of the Error Assist page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages.

- f. **Notices Regarding the Service.** You understand and agree that from time to time we may send you information relating to the Service (including but not limited to password information), via electronic mail over the Internet to your OMNIPOINT .net or contact email address. You consent to our distribution of such information to you electronically and you agree to check your email boxes periodically for account related information that we provide.
 - g. **Consent to Receive Telephone Calls and Text Messages.** OMNIPOINT and its affiliates may contact you by telephone or text message at the phone numbers, including mobile numbers, that you provide to us concerning your Service(s), to enable us better to provide you with the Service(s) to which you subscribe, to answer questions that you have asked of us, or to market other goods and services that we offer to you. We may use an automatic telephone dialing system to make these calls or to send these text messages, and calls may include the use of a prerecorded or artificial voice. Your telephone provider may charge you for these calls or text messages. You can manage how we contact you through your mybusiness profile. If you do not wish for us to send you such calls or text messages, or by contacting us at the number included on your bill.
 - h. **Revisions to Terms of Service.** You understand and agree that we may, from time to time, revise the terms and conditions of this Agreement (including any of the policies which may apply to use of the Service and the provisions that govern the way that you and we resolve disputes). The current version of this Agreement shall be available to you on OMNIPOINT.com/terms ("Terms Website") under "Business Services". We will provide notice of any material revisions by i) posting such revisions to the OMNIPOINT website at ii) by sending an email to your primary OMNIPOINT.net email address or to the contact email address we have on file for you or iii) by including notice of the revision with or on your monthly bill. You agree to visit the specified web pages periodically to be aware of and review any such revisions. Revisions to the Agreement are effective upon posting to the Terms Website or as otherwise specified in the Agreement or our notice. Increases to the monthly price of your Services shall be effective thirty (30) days after the date we provide notice of the change. By continuing to use any of the Service after the date the revision(s) are posted to the Website, you accept and agree to the revisions and to abide by them. If you do not agree to the revision(s), you must terminate your Service immediately and such termination may be subject to any applicable early termination fees.
 - i. **Entry to Customer's Business.** You agree to allow us to enter your business during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our Equipment and Service. You will allow us to make attachments and connections that are necessary to provide Service to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises.
9. **Indemnification.** You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by us, any modification of the Services, or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without OMNIPOINT's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim. The indemnifying party may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of the

indemnified party. THE PARTIES DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.

10. **Compliance with Laws.**

- a. **Generally.** You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation, this Agreement or our AUP or our other policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or other networks. By way of example and not limitation, you agree not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) with or without notice if your use of the Service, in our sole judgment, violates this Agreement or our AUP, or otherwise adversely affects or threatens any OMNIPOINT network or service, customer or employee, or, if you are determined to be a repeat infringer under our repeat infringement policy set forth in our AUP.
- b. **Providing Information about You in Response to Legal Process.** We reserve the right to provide information about your account and your use of the Service to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the OMNIPOINT network consistent with applicable law. In addition, OMNIPOINT is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any appropriate information including the identity of users, account information, images and other facts to law enforcement and the National Center for Missing and Exploited Children.

11. **Software Provided.**

- a. OMNIPOINT may provide to you, at no cost or for a fee, software owned by OMNIPOINT or its third party licensors, providers or suppliers in connection with the Services ("Software"). You may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from OMNIPOINT or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.
- b. If the Software is not accompanied by an end user license agreement from OMNIPOINT or a third party, you are hereby granted a personal, revocable, non-exclusive, non-transferable license by OMNIPOINT or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades thereto), for the sole purpose of enabling you to use the Service.
- c. You agree that the Software is the confidential information of OMNIPOINT or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by OMNIPOINT or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas

or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that OMNIPOINT or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited. We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.

- d. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT OMNIPOINT PROVIDES YOU WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, YOU AGREE THAT YOUR SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM OR FOR PERSONAL INJURY OR DATA LOSS, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.
- e. OMNIPOINT provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, OMNIPOINT does not provide technical assistance or support for third party Software. Technical assistance or support with regard to third party software provided by the Software supplier is provided in accordance with such third party's policies or other terms.
- f. Your license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by OMNIPOINT, its third party licensors, providers or suppliers, or until this Agreement expires or is terminated.
- g. Other Third Party Agreements. You agree to comply with the terms of service that apply to any websites or other services you access on the Internet and agree that the third party provider of such services (and not OMNIPOINT) is solely responsible for the delivery of its services(s) to you and your use of them. Third party services include, but are not limited to, portal, music, video, auction, security, financial, gaming, storage and photography services, whether or not OMNIPOINT has made such services available to you. Violations of such third party provider's terms of service may, in OMNIPOINT's sole discretion, result in the termination of your Service. You further agree to indemnify, defend and hold OMNIPOINT harmless from and against any claims or liabilities that may result from your use of such third party services.
- h. All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the OMNIPOINT Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and Content), are owned by OMNIPOINT, its affiliates or licensors. All title and intellectual property rights in and to the information and Content which may be accessed through use of the OMNIPOINT Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such Content, nor does it grant any rights to the OMNIPOINT Web Sites, other than the right to the OMNIPOINT Web Sites according to the terms of the Agreement.

12. **Return of Equipment, Deletion of Software and Deletion of Data Upon Termination of Service.** If your Business Internet Service is terminated for any reason prior to the end of the first twelve months of service and you received Equipment, you must return the Equipment to OMNIPOINT within 30 days, as instructed by OMNIPOINT, or you will be charged for the Equipment. Except as set forth below, if your Fiber Internet service is terminated for any reason and you received Equipment, you must return the Equipment to OMNIPOINT within 30 days, as instructed by OMNIPOINT, or you will be charged for the Equipment. Failure to return any Equipment you received from OMNIPOINT, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial. You are not required to return to OMNIPOINT any devices, such as routers, that have been designated as Retired. A list of Retired devices can be found at OMNIPOINT.com/BizRetired. If the Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF OMNIPOINT. DO NOT REMOVE FROM PREMISES," then you must not return the Equipment and you will not be charged an Equipment fee as long as the Equipment is left in place in reasonable condition (subject only to reasonable wear and tear). You must also cease use of all Software provided and immediately delete such Software from your computer. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, OMNIPOINT HAS THE RIGHT IMMEDIATELY TO DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

13. **Customer Equipment; Service Performance; Email Security; Backup and Maintenance.**

- a. **Customer Equipment.** You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Service, and to operate your computer. The preceding obligations apply regardless of whether OMNIPOINT or a third party provided the software or hardware to you. Only the manufacturer's warranties included with any hardware or software provided by us shall apply. Hardware (routers or other equipment) provided is new or fully inspected and tested return unit under full warranty.
- b. **Service Availability and Performance.** The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations will not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified Business Internet lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. You understand that fiber and DSL bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files), as well as based on network congestion and the speed of servers you access on the Internet, among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, your use of Fiber TV video on demand service, if applicable, the condition of your telephone line and the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.
- c. **Email Security.** OMNIPOINT reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including without limitations, viruses, spam, phishing, identity theft and any other potentially disabling or harmful threat or abuse. These security measures may include but

are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters anti-virus or anti-spyware software, or blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any OMNIPOINT-provided email service, you agree that delivery and receipt of email is not guaranteed and to OMNIPOINT's use of such Internet and email security measures we in our sole discretion deem appropriate.

- d. **OMNIPOINT Backup and Maintenance.** OMNIPOINT may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple OMNIPOINT servers. OMNIPOINT may access, copy, block or remove any Content stored on your Service, whether pursuant to a subpoena or otherwise. We do not guarantee that these procedures will prevent the loss of, alteration of, or the improper access to, your information.
14. **Termination.** To the extent permitted by applicable law, you or OMNIPOINT may terminate the Service at any time and for any reason. Termination by you will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date. Installation or set-up fees paid at the initiation of the Service, if any, are not refundable. Termination by us will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through that date. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and charges accrued through the date of termination, and, if such termination is by you, any applicable early termination fee. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay an early termination fee. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty (30) calendar days overdue in payments or if, in our reasonable judgment, you have violated any provision of this Agreement, including our AUP. We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.
 15. **Monitoring of System Performance.** OMNIPOINT automatically measures and monitors network performance and the performance of your Internet connection in order to improve the level of Service. OMNIPOINT also will access and record information about your computer's settings in order to provide customized technical support. You agree to permit us to access your computer's settings in order to provide customized technical support. You agree to permit us to access your computer, Equipment and any other equipment used to provide or receive the Service and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to OMNIPOINT's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer, Equipment and any other equipment settings, as they relate to the Service, Software, or other services, which we may offer from time to time. OMNIPOINT does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of OMNIPOINT or its authorized vendors, contractors and agents.
 16. **Government Entities.** Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is OMNIPOINT or its third party licensors, providers and suppliers. The use

of Software and documentation is further restricted in accordance with the terms of this Agreement, or any modification.

17. Resolution of Disputes.

- a. The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties further agree that this Agreement does not permit class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute resolution organization or body) would otherwise permit it.
- b. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- c. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy exceeds five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is less), the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in the county where Service is provided to you by OMNIPOINT. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- d. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy does not exceed five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is

less), the dispute may be submitted to small claims court in the jurisdiction in which service is provided for resolution in accordance with its rules and procedures.

- e. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

18. **Limitation of Liability.** IN NO EVENT SHALL OMNIPOINT OR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.

19. **Limitation of Damages.** OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL TAXES) YOU HAVE PAID TO OMNIPOINT FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. **Third Party Beneficiaries.** ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO OMNIPOINT'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT, including but not limited to Visicom Media, Inc., McAfee Inc., Echoworx Corporation, Synchronoss Technologies, Inc., Plum Choice, Inc., and DigiData Corporation, each of which is a third party beneficiary of this Agreement capable of enforcing its terms independently from OMNIPOINT.

21. **IP Addresses and Domain Name Registration.**

- a. **IP Addresses.** Upon expiration, cancellation or termination of this Agreement for any reason, you agree to return to us any IP addresses or address blocks assigned to you by us. If we deem it necessary, you may be required to renumber the IP addresses assigned to you by us.
- b. **Domain Name Registration; Ownership Verification.** Independent Third Party Domain Name Vendors ("TPDNVs") who are ICANN accredited registrars provide domain name registration services. You hereby authorize OMNIPOINT or its licensors if requested, to transfer in or acquire your selected domain name from a TPDNV. OMNIPOINT does not guarantee that your choice of names is or will continue to be available for use as a domain name. In order to receive a domain name, you must agree and remain agreeable through the use of the domain name, to the TPDNVs' terms of service which the TPDNV may change at any time in their sole discretion. You understand that you will be subject to a separate contractual relationship between you and the TPDNV, and that you, and not OMNIPOINT or its licensors or its affiliates, are responsible for all liability and obligations in connection with that relationship. For more information, please see the Domain Name Services Agreement located at <http://business.OMNIPOINT.com/OMNIPOINTdomainname>.

- c. Except as otherwise provided by your Service or Bundled Service plan, all fees associated with domain name registration and periodic maintenance or renewal of domain names, are your responsibility. OMNIPOINT will bill such fees to you on a monthly basis until such time that you notify OMNIPOINT that you no longer wish for OMNIPOINT to be the administrative contact for your domain. Prior to providing the Service to you, OMNIPOINT will verify that you own or control the domain names you specify. If you do not own or control the domain names, then OMNIPOINT will have no obligation to provide you with the Service.
22. **Force Majeure.** If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.
23. **Publicity.** Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with OMNIPOINT or its affiliates, or from which any association with OMNIPOINT or its affiliates may be inferred or implied, in any manner without the prior written permission of OMNIPOINT.
24. **Choice of Law.** Except as otherwise required by law, you and OMNIPOINT agree that the substantive laws of the state in which your Service location is situated, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17 OF THIS AGREEMENT, YOU AND OMNIPOINT CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN HAMPDEN COUNTY, MASSACHUSETTS FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Massachusetts laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
25. **Miscellaneous.** The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. You may not assign this Agreement without our prior written consent. We may freely assign this Agreement. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new location. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us. Any notices or demands or other communications under the terms of this Agreement or under any statute must be communicated in writing. Unless otherwise specified in this Agreement, notices to us must be made to the attention of the Legal Department and sent to the address* listed below by first class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. Notices to you will be sent either to your billing or e-mail address on file with OMNIPOINT or in the manner set forth in Section 8 (e) above. If any of the terms or conditions in this agreement are properly found to be invalid or unenforceable by a court or government body of competent jurisdiction, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. OMNIPOINT's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or

at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by OMNIPOINT of any rights, remedies or options provided in this Agreement or at law or equity shall not preclude or prejudice OMNIPOINT from exercising thereafter the same or any other rights or remedies or options.

OMNIPOINT Online LLC
22001 Loudoun County Parkway
MS: E1-3-218, Legal Department
Ashburn, VA 20147

ATTACHMENT A

PLEASE READ THEM CAREFULLY

The following terms and conditions apply to the specific Features and /Value Added Services described below and are in addition to those set forth in the Agreement. The terms and conditions of the Agreement are attached hereto and incorporated herein by reference. In the event of a conflict between the terms stated in this Attachment A and those in the Agreement, the terms of the Agreement will control. All defined terms in this Attachment A will have the same meaning as set forth in the Agreement unless otherwise defined below.

1. OMNIPOINT (Domain Name) Email Service ("EM Service").

- a. **Service Description.** EM Service is separate from the OMNIPOINT.net email service and provides you with business email services and includes domain name services. Use of EM Service is subject to OMNIPOINT's email and anti-spam policies, including limitations on the number and /or size of email messages that may be sent during a given time period, or the number of recipients of a particular email. EM Service does not include Internet access or other interLATA transport services.
- b. **Service Level Guarantee and Limited Remedy.** No Service Level Guarantee is applicable to promotional accounts or EM Services provided to you at no charge or for basic level email accounts purchased by you. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR DEFECT OF EM SERVICE IS LIMITED TO ANY CHARGES PAID BY YOU FOR EM SERVICE.
- c. **Renewal.** You may renew the EM Service associated with Business Internet Service by calling 1-888-649-9500 or 1-888-244-4440 for Fiber Service before the expiration of your EM Service Term Plan. If your EM Service Term Plan expires before it has been renewed, then we may elect to continue to provide you with the EM Service on a month-to-month basis, at our then-current undiscounted list price, until the EM Service has been renewed in writing or terminated.
- d. **Service Cancellation.** You may cancel the EM Service at any time by providing us thirty (30) calendar days prior written notice. In the event you wish to cancel your EM Service, you may do so by calling 1-888-649-9500 if associated with Business Internet Service or 1-888-244-4440 for Fiber Service. If you cancel during your Term Plan, you agree to pay us: (a) all Service fees accrued as of the cancellation date and (b) a termination charge equal to fifty percent (50%) of the applicable monthly rate times the number of months remaining in your Term Plan. You are responsible in all cases for the full amount of telephone company circuit cancellation charges incurred by you as a result of your cancellation.
- e. **Billing.** We will invoice you on a monthly basis, based on the average number of mailboxes in service for the previous calendar month based on the daily number of mailboxes in service (excluding email accounts provided to you at no charge).

- f. **Email Security.** The Email Security provisions in Section 13 (c) apply to the EM Service. **By using the EM Service (or any OMNIPOINT-provided email service), you agree that email delivery and receipt is not guaranteed and to OMNIPOINT's use of such Internet and email security measures we in our sole discretion deem appropriate.**
2. **Storage Services.**
- a. **Service Description.** Cloud storage services, including service that may be marketed as OMNIPOINT Online Backup and Sharing or OMNIPOINT Cloud ("Storage Services") may be made available to you as an optional feature or additional service. Storage Services permit you to store, manage and access content you have created or that you have the legal right to access and copy on multiple platforms or devices ("Data"). The Data you may store, retrieve or back-up may depend on a number of factors including the type of content and the device you use (e.g. PC, tablet, smartphone). Additional terms and conditions applicable to Storage Services that are included in User Guides and Policies posted on the Website are incorporated by reference and also govern your use.
- b. **Data.** You are solely responsible for all Data that you (including your employees, contractors and agents) store or retrieve using any Storage Service. You represent and warrant that you own or have all necessary licenses, rights, consents and permissions (including but not limited to patent, trademark, trade secret, copyright and other proprietary rights i) to store the Data on the Storage Service and to permit access to such Data by others and ii) to permit us to fully provide the facilities for the Storage Service and exercise the licenses you grant to us in this Agreement. By using the Storage Services, you grant us a fully paid, royalty-free, irrevocable and fully assignable and transferable worldwide license to provide facilities for and take all actions with respect to the Data as may be necessary or reasonable to facilitate or provide Storage Services. The license rights granted by you to us shall include all rights under applicable current and future patents, copyrights and trademarks owned, licensed or licensable by you to the extent required or reasonable for OMNIPOINT to provide Storage Services to you including, without limitation, i) storing and retrieving Data; ii) conforming to connecting networks' technical requirements and iii) transcoding Data into a viewable accessible format. We are not obligated to screen or monitor your Data but we reserve the right to do so and to remove any content as we deem warranted in our sole discretion, with or without notice to you. If you use the Storage Service via a Wi-Fi network, including use to transfer data between your mobile or other devices, you are solely responsible for ensuring the security of the Wi-Fi network. We are not responsible for any loss of Data.
- c. **Compliance with Legal Standards** YOU ACKNOWLEDGE AND AGREE THAT THE STORAGE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE STORAGE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE STORAGE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE STORAGE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON OMNIPOINT OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS AGREEMENT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. YOU UNDERSTAND THAT YOU ARE NOT PERMITTED TO USE THE STORAGE SERVICES TO STORE OR TRANSMIT PROTECTED HEALTH INFORMATION AS DEFINED IN THE HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996 ("HIPAA") AND IMPLEMENTING REGULATIONS (45 C.F.R. § 160.103) AND YOU AGREE NOT TO CAUSE, OR OTHERWISE REQUEST THAT OMNIPOINT CREATE, RECEIVE, MAINTAIN OR TRANSMIT PROTECTED HEALTH INFORMATION FOR YOU OR ON YOUR BEHALF IN CONNECTION WITH THE SERVICES OR IN ANY MANNER THAT WOULD MAKE A OMNIPOINT A BUSINESS ASSOCIATE (AS DEFINED AT 45 C.F.R. § 160.103) TO YOU.

- d. **Open Source Software.** The Software provided with Storage Services may contain programming, scripts, tools, modules, libraries, components, or other items that were developed using "open source" code (the "Open Source Software"). Open Source Software is provided to you under one or more open source license agreements that contain important information concerning ownership, terms of use, and rights, and restrictions for the applicable element of the Open Source Software. Copies of the Open Source License are available at www.OMNIPOINTwireless.com/cloud/licensing. By obtaining, accessing, downloading and/or using Software or the Open Source Software, you agree that you have read, and understood, and will comply with, the terms and conditions of the applicable Open Source Licenses in addition to all other the terms applicable to Software under this Agreement.
- e. **Termination.** Notwithstanding any other provisions of this Agreement, in the event of a breach by you of any terms of this Agreement, OMNIPOINT reserves the right immediately to terminate your Storage Service account without notice. You agree that if your Storage Service is terminated for any reason, OMNIPOINT has the right to immediately delete all data, files, and other content or information stored on your account without further notice to you. It is your responsibility to remove or copy any content in your storage account prior to termination or cancellation; otherwise, it may be lost. OMNIPOINT will also delete archived data.
- f. **Use Requirements** for Free Storage Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) days or more, OMNIPOINT may cancel your Free Account. We will provide notice of cancellation by email to your primary OMNIPOINT.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will reactivate your account. It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. OMNIPOINT may, at its election, also delete archived data.
- g. **Inactivity Disconnect Policy.** If your Storage Service is idle for fifteen minutes, it will be subject to automatic log-off. Your service may deemed idle if there appears to be no interactive, human-generated data received from the remote user's computer system within fifteen (15) minute period. An automated check of email or pinging of the host or other server data will not be considered interactive or human generated. You will not be subject to automatic log-off if while you are accessing your account from a wireless device.

3. Internet Software Protection Services.

- a. **Service Description** for OMNIPOINT Internet Security Suite Powered by McAfee and OMNIPOINT Internet Security Suite Multi-Device Powered by McAfee ("VISS Powered by McAfee"), "VISS Multi-Device Powered by McAfee", Security and Privacy Single, and Security and Privacy Multi-Device. If you subscribe to VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy Single, and Security and Privacy Multi-Device, the following terms and conditions apply with respect to any and all software obtained by OMNIPOINT from its third party licensor, McAfee Inc.

- i. General. VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy Single and Security and Privacy Multi-Device are manufactured by McAfee, Inc. located at 2821 Mission College Boulevard, Santa Clara, CA 95054, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from OMNIPOINT. By accepting, accessing or using either of these Value Added Services, in addition to the terms set forth in this Agreement, You agree to be bound by the applicable terms of the McAfee Consumer Products End User License Agreement, located at <http://home.mcafee.com/Root/AboutUs.aspx?id=eula> for this Value Added Service, which are incorporated by reference as if set forth in its entirety herein. Please review these terms carefully as they contain important limitations and conditions with respect to this Value Added Service. The personal jurisdiction and venue provisions in Section 24 will not apply to any causes of action by or against McAfee Inc. under or in relation to this Agreement. You acknowledge and agree that claims against McAfee regarding the VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy will be governed by and construed in accordance with the substantive laws of the State of New York.
- ii. Use of each license for VISS Powered by McAfee and/or Security and Privacy Single is limited to one computer. Updates to previous versions of VISS Powered by McAfee and/or Security and Privacy Single require a valid license to the previous version. After receiving an update, you may continue to use the previous version of VISS Powered by McAfee and/or Security and Privacy Single on the same computer to assist in transitioning to the update. Previous versions or copies thereof may not be transferred to another computer unless all copies of updates are also transferred. Prior versions of VISS Powered by McAfee and/or Security and Privacy Single will not be supported after an updated version has been installed. If You upgrade to VISS Multi-Device Powered by McAfee and/or Security and Privacy Single, you will no longer be able to use VISS Powered by McAfee and/or Security and Privacy Single.
- iii. VISS Multi-Device Powered by McAfee and Security and Privacy Multi-Device allows for licenses on unlimited number of electronic devices, such as computers, cell phones, tablets or other computer related devices, as set forth in the particular plan you purchase from OMNIPOINT.
- iv. VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy Single and Security and Privacy Multi-Device may include software programs licensed (or sublicensed) to the user under the GNU General Public License ("GPL") or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). The GPL requires that for any Open Source Software covered under the GPL, which is distributed in an executable binary format, that the source code also be made available. With VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy Single and Security and Privacy Multi-Device, the source code is made available as part of the download package. If any Open Source Software licenses require that McAfee provide rights to use, copy or modify a program that are broader than the rights granted herein, such rights will take precedence.
- v. You acknowledge that VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy Single and Security and Privacy Multi-Device employ

certain applications and tools to retrieve non-personally identifiable information about your computer system to provide and support VISS Powered by McAfee and VISS Multi-Device Powered by McAfee and Security and Privacy Single and Security and Privacy Multi-Device. Because this information is essential to providing quality service and up to the minute threat protection, there is no opt-out available for this information collection.

4. OMNIPOINT Encrypted Mail and/or OMNIPOINT Encrypted Docs.

If you subscribe to OMNIPOINT Encrypted Mail and/or OMNIPOINT Encrypted Docs, the following terms and conditions apply with respect to any and all software obtained by OMNIPOINT from its third party licensor, Echoworx Corporation:

- i. General. This Section sets forth the terms and conditions pursuant to which you may use OMNIPOINT Encrypted Mail and/or OMNIPOINT Encrypted Docs, including the Encrypted Mail Client Plug-In and OMNIPOINT Encrypted Docs Software ("Echoworx Client Software"), as it may be corrected, updated, modified, enhanced or replaced by OMNIPOINT from time to time, and any related documentation provided to you by OMNIPOINT from time to time in any form or medium. Together, the Echoworx Client Software and related documentation are referred to in this Agreement as "OMNIPOINT Encrypted Mail" and/or OMNIPOINT Encrypted Docs (together, OMNIPOINT Encrypted Mail and OMNIPOINT Encrypted Docs are referred to herein as "Encrypted Services"). OMNIPOINT Encrypted Mail and OMNIPOINT Encrypted Docs are the property of OMNIPOINT or its licensors, and are protected by copyright, patent and other intellectual property laws. OMNIPOINT Encrypted Mail and OMNIPOINT Encrypted Docs are licensed, not sold, to you for use only according to the terms of this Agreement, and OMNIPOINT and its licensors reserve all rights not expressly granted to you under this Agreement. OMNIPOINT Encrypted Mail and OMNIPOINT Encrypted Docs include any additional billing and support services that OMNIPOINT Online may provide in connection therewith.
- ii. License Restrictions. Except as expressly permitted herein, you may not: (a) use the Encrypted Services except to receive the OMNIPOINT Encrypted Mail and/or OMNIPOINT Encrypted Docs ; (b) use, reproduce, copy, modify, adapt, translate, update or transmit the Encrypted Services, in whole or in part; (c) sell, rent, lease, license, transfer, distribute or otherwise provide access to the Encrypted Services to any third party; (d) alter, remove, or cover trademarks, copyright, or other proprietary notices or legends in or on the Encrypted Services; (e) decompile, disassemble, decrypt, extract or otherwise attempt or assist others to reverse engineer or derive the source code to the Echoworx Client Software; (f) use the Encrypted Services for service bureau purposes or otherwise to provide services to or for the benefit of any third party; (g) use the Echoworx Client Software on any computer or computer system that does not meet the minimum requirements specified by OMNIPOINT from time to time; or (h) use the Echoworx Client Software in the operation of critical data systems or other applications or uses, for which the failure of the Echoworx Client Software could lead to death, personal injury, or other physical or environmental damage.
- iii. Ownership. You acknowledge and agree that OMNIPOINT or its licensors own all right, title and interest in and to the Echoworx Client Software, and that this Agreement does not grant to you any right, title or interest in or to the Encrypted Services, other than the limited license granted herein. This license is not a sale of a copy of any of the Encrypted Services and does not render you the owner of a copy of any of the Encrypted Services.
- iv. Transfer. You may not assign this Agreement or otherwise transfer the Encrypted Services without the prior written consent of OMNIPOINT.
- v. Export and Territorial Restrictions. The Encrypted Services contain encryption technology that is controlled for export by the U.S. and Canadian governments, and may be subject to import and/or

use regulations in other jurisdictions. It is your responsibility to comply with laws and regulations relating to the export, import and use of the Echoworx Client Software and the Encrypted Services. You represent, warrant and covenant that you are not and will not be (i) a national of or resident of Cuba, Iran, Libya, North Korea, Sudan, Syria, and Myanmar or to persons or entities prohibited from receiving U.S. exports; (ii) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List; or (iii) a resident of any jurisdiction to which export or re-export of the Encrypted Services are prohibited, including, without limitation, jurisdictions included under the Area Control List of the Exports and Imports Permit Act of Canada. You will not, in any manner whatsoever, remove, convey, export, re-export or transmit the Encrypted Services in a manner that would contravene the spirit or the letter of any export law, regulations or policies in any country, including any international treaties or agreements, and you will not permit, encourage, assist or facilitate such activities by any other person or entity.

- vi. United States Government. The Echoworx Client Software and related documentation are "commercial computer software" and "commercial computer software documentation", respectively; as such terms are used in DFAR Section 227.7202 and FAR Section 12.212 (or successor regulations), as applicable. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, OMNIPOINT is providing the Encrypted Services to U.S. Government end users only pursuant to the terms and conditions of this Agreement. If you are licensing the Encrypted Services on behalf of a government other than the U.S. Government, then, to the extent that you operate under laws similar to those U.S. laws addressed in C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, the Encrypted Services are licensed to you only pursuant to the terms and conditions of this Agreement.
- vii. Acknowledgements. The Echoworx Client Software incorporates AES Rijndael Block Cipher, Written by Vincent Rijndael, Antoon Bosselaers, Paulo Barreto, Copyright (C) version 2.9 (December 2000), optimised ANSI C code for the Rijndael cipher (now AES), AND IS PROVIDED BY THE AUTHORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHORS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- viii. Encrypted Mail and Encrypted Docs are provided by Echoworx Corporation.

5. **OMNIPOINT Premium Technical Support for Business ("PTS") and Tech Support Pro.**

PTS and Tech Support Pro Service Description and Scope of Support.

- i. OMNIPOINT Premium Technical Support for Business and Tech Support Pro for Business are services intended to address issues outside the scope of OMNIPOINT's standard technical support, and which may be provided by a third-party vendor, including without limitation Plum Choice, Inc. For the purposes of this section of this Agreement pertaining to PTS and to Tech Support Pro, "OMNIPOINT," "we" and "our" includes OMNIPOINT and OMNIPOINT's vendor(s) who may provide or assist in providing PTS and/or Tech Support Pro.

- ii. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and certain Internet of Things devices; and (e) support networking non-OMNIPOINT devices to a OMNIPOINT network.
- iii. Tech Support Pro includes: (a) PTS; (b) up to five total tune ups annually of a MAC or Windows PC laptop or desktop computer; (c) priority call handling for by Plum Choice; (d) additional tools to obtain technical support within the scope of Tech Support Pro in the MyFiber App, which is available for download by OMNIPOINT Internet subscribers; (e) support with the migration of data (excluding software applications) of 50 GB or less to a supported storage device (which does not include servers or Linux devices), excluding the activation of files subject to Digital Rights Management; (f) advanced data migration support for an additional price and subject to additional terms to be provided by Plum Choice; and (g) access to third-party technicians from whom You can obtain a price quote and separately contract for on-premises services ("Tech On Demand").

a. **Limitations of PTS and Tech Support Pro.**

- i. PTS and Tech Support Pro do not support all software, hardware products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS and Tech Support Pro do not include training on hardware or software use.
- ii. PTS and Tech Support are not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.
- iii. PTS and Tech Support Pro are for incident-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support of MAC operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product or vii) upgrades of firmware, software, operating systems, or applications. Use of PTS or Tech Support Pro does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.
- iv. In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS and Tech Support Pro are offered as "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.
- v. You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.

b. **Your Responsibilities.**

- i. In order for us to provide PTS or Tech Support Pro, you must first confirm that you have:
 - a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and
 - (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted.**OMNIPOINT is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS or Tech Support Pro.** You also acknowledge and

agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS and Tech Support Pro are only available to you and those employed at your location. Neither PTS nor Tech Support Pro may be transferred to any third party.

- ii. You agree to cooperate with and follow instructions provided by OMNIPOINT and acknowledge that such cooperation by you is essential to our delivery of PTS and Tech Support Pro to you.
- iii. You hereby grant OMNIPOINT permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS or Tech Support Pro.
- iv. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to OMNIPOINT is not confidential or proprietary to you or any third party.

c. **Support Procedures.**

- i. Purchase Terms. PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, OMNIPOINT will address a single Incident (meaning, as determined by OMNIPOINT in its sole discretion, a specific, discrete problem for which OMNIPOINT will attempt to isolate its origin to a single cause), which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section d (iii) below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by OMNIPOINT, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY OMNIPOINT AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.
- ii. Tech Support Pro can be purchased on a month-to-month basis.
- iii. An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.
- iv. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.

- d. **Third Party Warranties.** Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable

product documentation for specific warranty information. **In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that the delivery of PTS or Tech Support Pro might have on third party warranties is acceptable to you.**

- e. **LIMITATION OF LIABILITY. OMNIPOINT'S TOTAL LIABILITY ARISING OUT OF THE PTS OR TECH SUPPORT PRO SERVICE, OR FROM OMNIPOINT'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT OMNIPOINT'S SOLE DISCRETION AND OPTION,
(A) TO REPERFORMING THE PTS SERVICE OR TECH SUPPORT PRO, OR (B) AS SET FORTH IN SECTIONS 18 AND 19 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.**
- f. **YOU ACKNOWLEDGE THAT THE ADVANCE DATA MIGRATION SERVICE AND TECH ON DEMAND SERVICE MADE AVAILABLE TO TECH SUPPORT PRO CUSTOMERS ARE NOT PROVIDED BY OMNIPOINT, THAT OMNIPOINT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TECH ON DEMAND SERVICE, AND AGREE THAT OMNIPOINT SHALL NOT HAVE ANY LIABILITY FOR THE PROVISION OF SUCH SERVICES, WHETHER IN TORT, CONTRACT OR OTHERWISE.**

6. Business Preferred.

- . **General. Business Preferred is a bundled package of Value Added Services that includes Tech Support Pro (See Section 5) and OMNIPOINT Service Protection Plan (Attachment B) as described herein. OMNIPOINT Service Protection Plan coverage is provided when service is first turned on. There is no waiting period required for Business Preferred customers.**
- a. **Business Preferred also includes a feature called Priority Call Routing. Priority Call Routing means the customized Interactive Voice Response "IVR" menu activated when you use the designated OMNIPOINT 1-800 telephone number provided to you. Business Preferred is provided on a month to month basis and requires the purchase of either Business Internet or Fiber Internet Service. If Business Internet or Fiber Service is cancelled for any reason, Business Preferred shall also be terminated.**

V 18.1 Effective March 1, 2018

ATTACHMENT B

Terms of Service for the
OMNIPOINT Service Protection
Plan

These Terms of Service (the "Agreement") govern the provision of the OMNIPOINT Service Protection Plan (the "Service"). This Agreement is made between you as our customer ("You", "Your" or "Customer") and the OMNIPOINT telephone company ("OMNIPOINT, We", "Our" or "Us") that serves You as listed in Appendix A, below. You are deemed to have accepted the Agreement by ordering, using or paying for the Service, or by Your verbal, written or online acknowledgement. This Agreement includes the terms below, plus any specific elements of the Service (including

pricing) described in the information made available to you when placing and confirming your order, as well as the OMNIPOINT Privacy Policy, which is posted at OMNIPOINT.com/terms. You agree to comply with this Agreement.

NOTICE OF REQUIREMENT TO ARBITRATE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. AS SET FORTH BELOW, IT REQUIRES THAT DISPUTES BE RESOLVED BY ARBITRATION, RATHER THAN CLASS ACTION LAWSUITS OR JURY TRIALS (EXCEPT FOR NON-CLASS ACTION LAWSUITS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

1. **Description of Service.** The Service provides qualifying OMNIPOINT business voice, Internet and/or Fiber TV customers with maintenance, troubleshooting and repair of the inside wiring (the wiring at the service location from the point of OMNIPOINT's network interface device to jacks within the service location), including Coax and Cat5E cable and jacks associated with their OMNIPOINT voice, Internet and Fiber TV service(s), subject to the coverage and exclusions described in this Agreement.
2. **Plan Options.** The Service is provided on a month-to-month basis with coverage commencing when i. Your OMNIPOINT telephone lines are first turned on, or if You already subscribe to OMNIPOINT voice telephone lines, coverage begins thirty (30) days after You first subscribe to the Service, ii Your OMNIPOINT Internet and/or Fiber TV connections are first turned on, or if You already subscribe to OMNIPOINT Internet and/or Fiber TV connections, coverage begins thirty (30) days *after* You first subscribe to the Service. The Service may also be provided with immediate coverage subject to payment of a one-time initial charge in addition to monthly recurring charges.
3. **Plan Eligibility.** The Service is only available to business customers that subscribe and continue to subscribe to business dial tone, CustoPAK, Centrex or ISDN (BRI) lines over copper or fiber circuits and/or Internet and/or Fiber TV connections provided by a OMNIPOINT telephone company listed in Appendix A, below. Plan eligibility also extends to business customers that purchase Business Digital Voice from OMNIPOINT subject to the coverage and exclusions described in this Agreement. The Service covers inside wiring and jacks up to a maximum of thirty (30) OMNIPOINT lines to a service location that are billed under a single OMNIPOINT account. Customers with more than thirty (30) OMNIPOINT lines may not order the Service. The Service does not cover wiring for certain telephone systems such as private branch exchange (PBX) equipment. Customers that subscribe to voice services on copper in addition to OMNIPOINT services on fiber are not eligible for the Service.

The Service is an optional non-regulated service. If You do not subscribe to the Service and Your inside wiring or jacks need repair, You may i) contact OMNIPOINT to make the repair at OMNIPOINT's then-current rates, ii) obtain inside wire maintenance and repair services from another company of Your choice, or iii) perform the repair Yourself.

If You are a tenant, You should be aware that landlords may be responsible for repairs and maintenance of inside wiring. It is Your responsibility to verify with Your landlord who is responsible for inside wire maintenance and repair prior to subscribing to the Service. OMNIPOINT will not reimburse You for charges paid for the Service if it is determined that Your landlord is responsible for such repairs and maintenance of inside wiring.

4. **Coverage and Exclusions.** OMNIPOINT will perform diagnostics and repairs to that portion of the Customer's standard inside wiring and jacks covered under the Service to the extent that OMNIPOINT determines such diagnostics and repairs are necessary and are associated with or used by You in connection with the OMNIPOINT services. Diagnostics and repairs will be performed in accordance with OMNIPOINT's standard procedures.

Coverage: The Service includes diagnostics and repair of the following:

- Standard inside telephone wiring used for OMNIPOINT telephone lines covered under the Plan;
- Newly installed or relocated inside wiring and jacks;
- Inside wire and jacks at a near extension at the same service location and property if readily accessible to the technician and if the line and jacks were in working order prior to subscription to the Service;
- Repair of coaxial cable and Cat 5e cable run from an ONT to an internet router;
- Repair of coaxial cable used to deliver Fiber Video to the Fiber TV set top box;
- Repair of Cat 5e cable used to deliver Fiber Internet service and other eligible services;
- Repair of Ethernet wiring installed by OMNIPOINT;
- Replacement of defective Splitters originally installed by OMNIPOINT;
- Replacement of defective Amplifiers originally installed by OMNIPOINT; and
- Inside wiring or jack damage from lightning.

Exclusions: The Service does not cover or include diagnostics, repair or replacement of:

- Wire or cable larger than 8-pair (if problems are caused by defective conductors in wire or cable larger than 8-pair, OMNIPOINT will re-terminate service to useable conductors to restore service if useable conductors are available and OMNIPOINT is permitted access to the point of termination);
- Wire or jack malfunctions preexisting the coverage date of the Service, or which are caused by misuse, abuse, riot, acts of war, fire and acts of nature other than inside wiring or jack damage from lightning, such as floods, windstorms and earthquakes;
- Repairs that require access to in-wall wiring or placement of concealed wire — if wall run wire cannot be used to run replacement wire, OMNIPOINT will run replacement cable via baseboard only;
- Customer-provided equipment (telephones, fax machines, computers, security or alarm systems, printers, satellite TV dishes, modems, routers or other premises equipment);
- Inside telephone wiring, jacks or other items used in connection with service from a provider other than OMNIPOINT;
- Inside wiring and jack(s) which are non-standard, which is wiring or jacks that do not meet telephone industry standards, Part 68 of the Rules of the Federal Communications Commission, or the National Electrical Code, or that fail to meet OMNIPOINT's technical standards;
- Inside wiring or jacks associated with WATS or data service other than OMNIPOINT provided Fiber or Business Internet services;
- Malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line;
- Repair of jacks not previously connected to the line(s) reported;
- Inside wiring and jacks for marine activity, recreational vehicles (RVs) and construction trailers or other temporary or moveable structures;
- Extensions located at a different address;
- Range extenders or component cables (e.g., HDMI/Video and other device cables); or
- Repair or replacement of broken TV remotes, ONT batteries, TV set top boxes or routers, modems, power cords and any other equipment purchased or rented from OMNIPOINT (which may be separately covered by applicable warranties).

OMNIPOINT may provide diagnostics and repair under the Service remotely through its testing facilities, by phone or online support or otherwise, without dispatching a technician. If OMNIPOINT dispatches a technician and determines that the service problem resulted from Your telephones, modem, fax or other Customer equipment or from Your transmission or receipt of data or signals beyond the operating parameters of the line, rather than the wire or jack(s), You may be required to pay a service or Premises Visit for the dispatch and for the diagnostics and repair at then prevailing rates.

5. **Charges.** You agree to pay all charges for the Service, including but not limited to monthly service charges, applicable taxes and fees, and one time charges to enroll or process Your order. If We permit You to elect to be billed for the Service on Your credit or debit card, OMNIPOINT will continue to bill the card until You tell us to cancel such billing, and You also agree that OMNIPOINT may receive updated card account information from the card issuer. Payment is due by the date indicated on Your OMNIPOINT invoice and any payment received thirty (30) calendar days or more after the invoice date is considered past due. You agree to pay interest for past due amounts at the same rate that applies to past due amounts for Your OMNIPOINT telephone service. OMNIPOINT may assign unpaid delinquent charges to a collection agency for action.
6. **CHANGES IN SERVICES, CHARGES, TERMS AND CONDITIONS.** OMNIPOINT RESERVES THE RIGHT TO CHANGE THE SERVICE, APPLICABLE CHARGES AND ANY OTHER TERMS AND CONDITIONS WITH OR WITHOUT NOTICE TO YOU, PROVIDED THAT WE WILL PROVIDE YOU AT LEAST (30) DAYS' NOTICE OF ANY MATERIAL REDUCTION IN SERVICE COVERAGE OR INCREASE IN YOUR RATES, WHICH MAY BE IN THE FORM OF AN E MAIL, A NOTICE IN OR WITH YOUR BILL OR BY POSTING REVISIONS TO THIS AGREEMENT AT OMNIPOINT.Com/Terms. YOUR PAYMENT OF BILLED CHARGES AFTER SUCH NOTICE WILL BE DEEMED TO BE YOUR ASSENT TO THE CHANGE(S).
7. **Limited Warranty.** OMNIPOINT warrants for a period of thirty (30) days that the Services performed and materials provided by OMNIPOINT under this Agreement will meet accepted industry practices and are free from defects in materials or workmanship. Should any failure to conform to this warranty appear and be reported to OMNIPOINT within said 30-day period, OMNIPOINT shall re-perform the nonconforming services, and repair or replace the nonconforming materials. Such re- performance of work, and repair or replacement of nonconforming materials, shall constitute the entire liability of OMNIPOINT and Your sole remedy under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. OMNIPOINT DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL OMNIPOINT, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS, HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE SERVICE (SUCH AS, BUT NOT LIMITED TO, SERVICE OUTAGES AND ANY LOSS OF USE OF WIRING, JACKS OR EQUIPMENT BEYOND THE JACK, AND ANY DAMAGES RESULTING THEREFROM). THESE LIMITATIONS OF AND EXCLUSIONS FROM LIABILITY SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EVEN IF OMNIPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. FURTHER, OMNIPOINT'S LIABILITY TO YOU, WHETHER, BASED IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE WILL BE LIMITED TO THE CHARGES PAID BY YOU FOR THE SERVICE WITHIN A TWELVE (12) MONTH PERIOD PRECEDING THE ACCRUAL OF YOUR CLAIM.
9. **Termination.** Either You or We may terminate this Agreement at any time upon thirty (30) days' notice to the other and We reserve the right to suspend Service if You are more than thirty (30) days overdue in

payment. You may notify OMNIPOINT of termination by calling OMNIPOINT's business office at the number on Your bill or such other number as OMNIPOINT may designate for such purpose. OMNIPOINT may notify You of termination by phone, bill message or email to the address we have for Your account. If You terminate Service, You may be billed through the remainder of the billing month.

10. **Indemnification.** You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from or relating to the ordering or use of the Services by You, your employees, agents or other persons at your Service Location, including but not limited to granting OMNIPOINT access to service locations, wiring, and/or equipment that are owned by third parties.

11. **ARBITRATION.** YOU AND OMNIPOINT AGREE THAT ANY ISSUE OR DISPUTE THAT ARISES, RESULTS FROM, OR IN ANY WAY RELATES TO THE SERVICES OR THIS AGREEMENT ("DISPUTES") SHALL BE RESOLVED ONLY BY BINDING INDIVIDUAL ARBITRATION AND THAT THE FEDERAL ARBITRATION

ACT SHALL APPLY TO THIS AGREEMENT. Either party may initiate arbitration by notifying the other Party of the Dispute in writing at least 30 days in advance of initiating the Arbitration. Notice to OMNIPOINT should be sent to info@omnipointtechnology.com to OMNIPOINT Dispute Resolution Manager, 32 Hampden Street, 4th Floor, Springfield, MA. 01109. We will notify you at the billing address for your account. The notice must describe the nature of the claim and the relief being sought. If the parties are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. OMNIPOINT will pay any filing fee that the AAA charges You for initiating arbitration. The Arbitration will take place before a single arbitrator in the county where Service is provided and the AAA Commercial Rules of Arbitration shall apply. You may also bring a claim in small claims court subject to that court's jurisdictional limit. YOU AND WE AGREE THAT ANY ARBITRATION OR CLAIM IN SMALL CLAIMS COURT WILL ONLY BE ON AN INDIVIDUAL BASIS AND THAT NO CLASS CLAIMS, PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY, OR CLASS ARBITRATION MAY BE MAINTAINED. THE ARBITRATOR MAY ONLY AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO DETERMINE OR PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION. Except for an action to compel arbitration or for a temporary restraining order or injunction related to this Agreement, neither party shall seek to resolve any Dispute in court, except a small claims court as set forth above, or by any process other than by arbitration as set forth above.

12. **Complete Agreement.** This Agreement comprises the terms that apply to Your Service and may not be changed except as specified in Section 6.