

RESIDENTIAL TELEPHONY CUSTOMER SERVICE AGREEMENT

1. INTRODUCTION

This Customer Service Agreement (“Agreement”) sets forth the terms and conditions under which Buckeye Cablevision, Inc., doing business as Buckeye Broadband (hereafter “Buckeye”), provides Service (as defined below) to you, and under which you, the Customer, agree to accept the Service.

In this Agreement, “you” and “your” mean the “Customer” who subscribes to, uses, has access to or receives one or more Buckeye Services or Equipment (as defined below). “Buckeye,” “we,” “our,” and “us” means the Buckeye entity that is providing you with Service. For purposes of this Agreement, Buckeye Services include but are not limited to local/intrastate telecommunications service and associated features or applications, state-to-state and international wireline telecommunications service, and other applications that permit you to access calling and other features using an IP (internet protocol) connection. Telephone services are provided via Voice over Internet Protocol (VoIP) technology, and are not subject to regulation by the state public utilities commission absent specific legislative or regulatory directive.

The Services defined in this Agreement do not include any other services provided by Buckeye or services provided by a Buckeye affiliate to commercial customers, which are governed by one or more separate agreements. Unless provided for herein or in another contract document between the parties, this Agreement shall remain in effect at all times you are subscribed to and/or receive the Services, to include following any changes you or Buckeye make to the Services you receive or to the Buckeye Equipment, Customer Equipment or other equipment.

- a. Our Agreement: You will be bound by the terms and conditions in this Agreement and are also subject to the Annual Privacy Notice (“Customer Privacy Notice”), as well as to such terms and conditions as Buckeye may notify you of now, at service ordering and installation, or in the future. Notices and the relevant terms and conditions are available through www.BuckeyeBroadband.com/legal or such other URL Buckeye may designate from time to time (“Buckeye Website”). Your use of the Services is also subject to any license agreements relating to any software used in connection with the Services. This Agreement incorporates by reference the terms and conditions of all other service agreements, tariffs and other documents applicable to Buckeye Services you receive including without limitation those for internet and video services, as well as the terms and conditions generally applicable to VoIP services in your state. Each Service is provided subject to federal, state and local laws, statutes, regulations, and ordinances applicable to such Service (“Applicable Law”).

- b. Minimum Term Service Agreements: If you have entered into an Agreement with Buckeye for a minimum term (for example, 12 or 24 months) for services (“Minimum Term Agreement”) the terms and conditions of this Agreement incorporate by reference the terms for the applicable Buckeye Residential Service Agreement (“RSA”). To the extent any term or condition of the RSA expressly conflicts with any term or condition of this Agreement, the RSA will govern.
- c. Entire Agreement: This Agreement, and such documents, terms, and conditions incorporated herein, constitute the entire agreement between you and Buckeye for the Services. No prior agreement and no written or oral statement, advertisement, or service description will apply to contradict or otherwise alter it.
- d. Acceptance of Agreement: This Agreement and its terms are accepted and take effect at the earliest of: your ordering, activation, or payment for this or any Buckeye service; installation of this or any Buckeye service; your signature (whether written or electronic) to accept the Agreement; or your verbal, written, or electronic acceptance of the terms. Certain provisions of this Agreement will survive termination; otherwise, the terms of the Agreement continue until termination.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS AND CONDITIONS AND THE RATES AND CHARGES AS LISTED ON THE BUCKEYE WEBSITE, IN YOUR WELCOME KIT, ON YOUR TRANSACTION SUMMARY, OR AS OTHERWISE STATED TO YOU BY BUCKEYE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT USE THE SERVICES AND IMMEDIATELY TERMINATE YOUR SUBSCRIPTION TO THE SERVICES AND THIS AGREEMENT BY: (1) CALLING BUCKEYE AT THE CUSTOMER SERVICE NUMBER, WHICH IS AVAILABLE ON YOUR BILL OR ON BUCKEYEBROADBAND.COM; (2) RETURNING TO BUCKEYE ALL ITS EQUIPMENT, SOFTWARE, AND ASSOCIATED MATERIALS; AND (3) PAYING IN FULL ALL AMOUNTS DUE AND OWING ON THE ACCOUNT.

- e. Changes to the Agreement or Service: Buckeye reserves the right to modify the terms and conditions of Services, including any aspect or feature of the Services, in its sole discretion. By way of example and not limitation, such changes may include: changes to rates, the rate plan structure, or payment policies for the Services; rearrangement, deletion, addition to, and other changes to the features, content, configuration, and capacity of the Services; changes in the features, functionality and technical requirements for Buckeye Equipment and Customer Equipment; use of vendors to provide Services; changes to limitations of liability

and procedures for disputes; and revisions to applicable policies for termination. You may not modify the effective terms of this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

- f. **Notice of Material Changes:** Buckeye will provide you with reasonable notice of any changes that we determine are material to your Services or this Agreement consistent with Applicable Law. You agree that we may provide you with such written notice: (i) by publication in the Toledo Blade or in the newspaper with the largest daily circulation in the relevant service area; (ii) by sending it via U.S. Mail or commercial overnight mail to your last known billing address in Buckeye's account records, (iii) by including the notice on or with your Buckeye bill, (iv) by sending notice to your email address on Buckeye's account records, (v) by hand delivery, or (vi) by other means reasonably determined by Buckeye to provide you with effective notice. You agree that any of the foregoing methods constitutes sufficient notice, and you waive any claim that any notice if provided as hereunder is insufficient or ineffective. All such changes will become effective as of the date specified on the notice of change. You agree regularly to check your postal mail, e-mail and all postings on the Website or another website about which you have been notified, and you agree to bear the risk of any failure to do so. The updated version of this Agreement linked through the Buckeye Website supersedes any prior version of this Agreement. Your continued use of the Services after the effective date of such notice will constitute your Acceptance of this Agreement as modified.

You agree that your sole recourse if you do not accept any such material change to your Services or this Agreement is to terminate this Agreement within thirty (30) days of our notice to you.

- g. **Copy of Agreement or Rates:** A copy of your Agreement and the rates for the Services may be obtained by visiting the Buckeye Website or a Buckeye retail store, a list of which may be requested at 419-724-9800.
- h. As a condition to this Agreement and to access the Services, you must be at least 18 years old and otherwise legally competent to enter into this Agreement, and you agree and warrant that this is the case. Your Acceptance of this Agreement entitles you to use the Services. You are solely responsible and liable for any third-party usage of Services, including without limitation for any and all breaches of this Agreement. You are responsible for contacting Buckeye customer service immediately upon the occurrence of any change in the status of your account, such as, without limitation: a change in individuals authorized to use your account ("Authorized Users"); any changes to your contact information such as name, email address, wireline or wireless phone number; change to your address or location; and any of your Services become subject to a bulk

agreement. You agree to keep your contact information with Buckeye, including email address or contact telephone number, up to date and current at all times.

- i. **Consent to Contact You:** In order to contact you more efficiently, Buckeye and its affiliates may at times need to contact you using auto-dialer technology, prerecorded, or artificial voice message calls or text messages at the telephone number(s) you have provided us, and you authorize such contacts. By providing a mobile phone number, you confirm that you are the current owner/subscriber of the mobile phone number provided, or that the current owner/subscriber of this mobile phone number authorized you to provide this number to Buckeye, and you consent to Buckeye's use of that number for its legitimate business purposes, including without limitation to provide customer information and updates about your account and services. You agree to notify us immediately if there is any change in the information that you have provided to us, including without limitation any change in your telephone number or mobile telephone number. Failure to do so is a breach of this Agreement.

You agree that we, on our own or through our agents or contractors, may place such calls, pre-recorded messages, or texts to communicate with you about your account, Services and equipment, and service agreements, including (but not limited to): to (i) provide notices related thereto, (ii) resolve technical or billing issues, (iii) inform of installation or other service appointments, (iv) investigate or prevent fraud, and (v) collect a debt or outstanding balance. Also, we may share your phone number(s) with service providers or agents whom we hire to assist us in carrying out these communications.

Except as otherwise provided herein, Buckeye will not share your phone number(s) with any third parties without your consent. Absent such consents as are required under federal law, Buckeye will not use auto-dialer technology or automated texts to contact you for marketing purposes at the wireless telephone number(s) you designate nor send you prerecorded or artificial voice message marketing calls at the wireless or landline telephone number(s) you designate. Such consent is not considered a condition to obtaining or using Buckeye's products and services, or to receiving Informational Communications from Buckeye. You agree that you shall indemnify, defend and hold Buckeye harmless from any claim or liability resulting from your failure to notify us of a change in the information you have provided, including any claim or liability under the Telephone Consumer Protection Act (47 U.S.C. Sec. 227), and any regulations promulgated thereunder resulting from us attempting to contact you at the mobile telephone number you provided.

2. CREDIT CHECKS/DEPOSITS

- a. **Credit Checks:** Buckeye relies on credit bureau reports, other data available from commercial credit reference services, any credit information you furnish, and internal credit information to determine whether to provide Services to you, to continue to provide Services to you, and whether a deposit is required. You expressly authorize Buckeye to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.
- b. **Deposits:** Buckeye may require a deposit from you before providing or continuing services, or require an increase in a prior deposit made for any Service already provided to you; and the terms (including without limitation as to deposit and price) offered to you based on the credit check and assessment may be less favorable than terms offered to consumers who have better credit histories. Depending upon your payment performance and Applicable Law, you may be required to maintain the deposit on your account for up to six (6) months, at which point the deposit will either at Buckeye's discretion be refunded to you or applied as a credit to your bill. Upon termination of Service, any deposit still in place will be posted to your account and applied to any unpaid balance; if there is no balance, you will be refunded the amount of the deposit still in place. Except if required by law, regulation, franchising authority or any applicable tariff, no interest will be paid on deposits.

3. CHARGES, BILLING AND PAYMENTS —

a. Charges, Taxes and Fees:

1. **Charges and Rates:** You agree to pay by the invoice due date all charges associated with the Buckeye Services and Equipment and that you or anyone using your account or services incurs (including without limitation all recurring and non-recurring fees). Non-recurring charges may include but are not limited to (i) installation, activation, and reactivation fees, (iii) certain equipment fees, and (ii) charges for telephone features or phone usage charges such as per-minute long distance calls, directory assistance, and operator-assisted calls. Rates and charges may vary depending upon the Services rendered and are subject to change from time to time and upon reasonable notice. If you received discounted pricing under a promotion, after the promotional period ends the then-current regular retail rate for the Services will apply. Relevant retail rates may be found by visiting the Buckeye Website, calling Buckeye customer service, or visiting your local Buckeye retail store. All fees do not apply to all Services.

2. **Governmental Taxes and Fees:** You must pay all federal, state and local taxes, franchise fees and any other fees or payment obligations imposed by government or quasi-governmental bodies however described, levied or assessed which are applicable to Buckeye Services and Equipment. Unless required by Applicable Law, we may elect not to provide notice of a change in fees or taxes. You will be responsible for paying any government imposed Surcharges that become applicable retroactively.
3. **Other Buckeye or Third Party Surcharges and Fees:** You agree to pay all surcharges and fees assessed in connection with those Services and the related Equipment (collectively "Surcharges"). These Surcharges include, but are not limited to, the federal Universal Service fees, telecommunications relay service fees, carrier cost recovery fees, FCC Access Fees, subscriber line charges, and any other regulatory and administrative costs we incur to provide the Services and comply with governmental programs. These Surcharges are either allowed to be passed through by governmental agencies or are imposed by Buckeye in order to facilitate the provision of the Services or the Buckeye Equipment.

Additionally, certain network providers may assess per minute charges or fees for calls that terminate to international wireless telephone numbers or additional surcharges or fees for traffic termination, which may impact the amount charged to you for Buckeye Service. The amount and type of these charges may vary, depending upon among other things your location. Application and amount of certain Surcharges may vary according to amounts or limits set by the government, and Buckeye may not always provide advance notice of these changes or of the impact on the amount you are required to pay.

For more information you may also contact Buckeye customer support either by phone or through the Buckeye website.

4. **Other Third-Party Charges That Are Your Responsibility:** You acknowledge that you may incur charges with third-party providers (including without limitation based on calling parties who charge for their telephone-based services) that are separate and apart from amounts charged by us. You are solely responsible for all such charges, including all applicable taxes, fees or surcharges. You have the ability to block some third party phone charges, such as collect and operator assisted calls. Please contact Buckeye's customer service if you would like to block these third party charges.

5. You are solely responsible for protecting the security of credit card, debit card, other financial information, or other personal information provided to others in connection with such transactions, and you agree Buckeye has no liability based on failure to protect and secure such information.

6. Unauthorized and Disputed Charges: Buckeye will not disconnect service as long as the undisputed charges are kept current. If you want to contest a charge because you do not agree with a charge on your bill or you believe it is an unauthorized charge you must (i) pay undisputed amounts by the due date listed on your bill, and (ii) notify Buckeye no later than sixty (60) days after the date of the bill (or such later date as required by law) of the disputed or unauthorized charges by sending written notice (including account-holder's name, account number, date, amount of the disputed charge, and an explanation of why the charge is disputed) to: Buckeye Broadband, Disputed Charges, 2700 Oregon Road, Northwood, Ohio 43619. The letter must be mailed in a separate envelope, not in the same envelope as your payment.
You waive any disputes or credits that you do not report as specified herein.

7. Buckeye will conduct a reasonable investigation and within no more than 60 days, either explain why the bill is correct or correct the error. If the bill is correct, Buckeye will include documents showing the charge is correct. If you continue to have problems with the disputed charges, you may seek legal advice or contact a consumer protection agency.

8. Authorized Payment Methods: All payments must be made in U.S. currency only and via Buckeye-authorized payment channels, including without limitation by: (i) mailing payment to the bill payment address listed on your monthly bill; (ii) automated electronic drafts from your checking account; (iii) delivering to a Buckeye retail store during normal business hours a payment via cash, a check or money order payable to Buckeye, or credit/debit card; (iv) delivering a payment via cash, a check or money order payable to Buckeye, or credit/debit card to a Buckeye-authorized payment center (which may charge a convenience fee) during the applicable hours of operation; (v) providing a credit or debit card payment to a Buckeye customer service representative or authorized automated payment system over the telephone; or (vi) paying by credit or debit card through the Buckeye website. You agree not to make any notations or restrictions on your checks or on other forms for payment; in the event you have a good-faith dispute about the amount that is due and send a payment intended to discharge the amount claimed due for less than the amount claimed by Buckeye, any such payment must be

mailed to the following person at the following address: ATTN: President, Buckeye Broadband, 2700 Oregon Rd., Northwood, Ohio 43619. Payments made at any other locations or directed to any other individual will not be considered for compromise of the account.

If you use a credit or debit card to pay any amounts due, you acknowledge that use of the card is governed by the card issuer agreement; that you must refer to that agreement for your rights and liabilities as a cardholder; and that, if Buckeye does not receive payment from your credit card issuer or its agents, you will pay all amounts due upon demand. When you provide a check as payment, you authorize Buckeye either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction, at its sole option.

9. **Billing and Late Payments:** Unless you are subject to a fixed term agreement (e.g., an RSA), Services are provided to you on a month-to-month basis. Recurring charges and taxes are due in advance once Service is initiated. Charges accrue through a full billing period. Buckeye may prorate or adjust a bill if the billing period covers less than or more than a full month (for this purpose, each month is considered to have 30 days), unless you subscribe to a pay-as-you-go service which is not prorated and is billed for a full month. You authorize Buckeye to determine, and as necessary to change, the billing period, from time to time and in its sole discretion; You may be billed for some Services individually after they have been provided to you, including without limitation measured and per-call charges, operator-assisted or directory assistance charges, and one-time charges such as service call charges. If you fail to make full payment by the payment due date set forth on your bill statement, Buckeye may charge additional fees (including late fees) and further reserves all rights it may have, subject to Applicable Law, to disconnect or terminate service; remove Equipment; and immediately collect the full amount due, including without limitation any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments. Any balance amount that remains delinquent may be referred to a third party for collections. Once the debt is referred to a third party for collection, you may be subject to, and agree to reimburse Buckeye for, additional fees including reasonable attorneys' fees and fees related to costs and expenses, which may be based on a percentage of up to 25% of the balance owed.). For past due balances assigned to a field collector for payment, a fee of up to \$25.00 (not to exceed the maximum amount allowed by law) will be charged to your Buckeye account, regardless of how you

make your payment. You may be required to pay a reactivation or reinstallation fee and/or a deposit in addition to all past dues charges before Service may be reconnected or restored.

10. Returned Payment: If your payment by check is returned, your payment via credit card is denied, or your electronic funds transfer is denied due to insufficient funds, or a closed account, you authorize Buckeye to make a one-time electronic fund transfer from your account to collect the amount of the payment, plus a returned payment fee of up to \$35.00 (not to exceed the maximum amount allowed by law). When payment is made by credit or bank card, the payment may also be subject to the terms and conditions required by the bank or credit card issuer, which may impose additional fees and charges.

11. Disconnection: If your account has been delinquent or if Buckeye has a reason to believe you have otherwise violated this Agreement, Services may be terminated in whole or in part; and prior to termination you may be prevented from using certain of your Services including without limitation outbound calling except to 911 and Buckeye customer service ("Soft Disconnection"). Restriction on access to Services will be lifted once you have met Buckeye's criteria for reinstatement, including without limitation paying all amounts due and owing and otherwise meeting Buckeye's minimum financial requirements; or you have resolved to Buckeye's satisfaction the relevant concerns about your account, Services or compliance with the terms of this Agreement.

12. Stored Payment Methods: If you provide Buckeye with any account information, such as your bank account and routing numbers or your credit or debit card details, we may store that information and use it to administer your account, confirm charges, detect and prevent fraud, verify your identity, process payments to your account that you request in the future by telephone, mobile app, internet, or otherwise, and comply with applicable data security protocols, including but not limited to the Payment Card Industry Data Security Standard. Additionally, you authorize Buckeye, with or without prior notice and without specific authorization from you in each case, to use such information to initiate credit or debit entries to your account as necessary to process account billing, payments, or collection.

4. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT ITS JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE DATE YOUR SERVICE BEGINS, IF YOU FOLLOW THE PROCEDURES SET FORTH BELOW. IF YOU OPT OUT, THE SOLE AND EXCLUSIVE VENUE FOR ANY LEGAL ACTION UNDER THIS AGREEMENT OR ANY CLAIM ARISING, DIRECTLY OR INDIRECTLY, OUT OF THIS AGREEMENT OR THE SERVICES AT ISSUE IS IN THE STATE OR FEDERAL COURTS LOCATED IN LUCAS COUNTY, OHIO, AND THE PARTIES EXPRESSLY AGREE TO THE EXERCISE OF PERSONAL JURISDICTION IN THOSE COURTS.

OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH BUCKEYE THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

- a. You and Buckeye agree to arbitrate rather than litigate in court any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Buckeye) that arise out of or in any way relate to: (1) this Agreement; (2) Services that Buckeye provides to you in connection with this Agreement; (3) Equipment or Software that Buckeye makes available to you; (4) bills that Buckeye sends to you or amounts that Buckeye charges you for services or goods provided under this Agreement; and (5) any services or goods that Buckeye or any of its affiliated entities provide to you under this or any other agreement, including claims that Buckeye damaged persons or property in the delivery of goods or services under this or any other agreement. The arbitration between you and Buckeye will be binding and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof; however, in no event shall this provision prevent you from filing or joining a complaint with the Federal Communications Commission or any state public service commission or public utility commission that has jurisdiction to hear such complaint, or any non-judicial federal, state, or local government agency authorized by law to seek relief against Buckeye on your behalf.
- b. In arbitration, there is no judge and no jury, and review of arbitration decisions in the courts is very limited. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Buckeye agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs only if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized but that injunctive or declaratory relief may not extend beyond you and your dealings with Buckeye. Discovery may be limited in arbitration, and

procedures are more streamlined than in court. Notwithstanding this arbitration agreement, you and Buckeye may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.

- c. **Class Action Waiver:** You and Buckeye agree that all claims or disputes between you and Buckeye will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Buckeye brings a court claim, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Buckeye may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or Buckeye.
- d. Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or Buckeye from participating in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by a party in the capacity of a private attorney general. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section will not apply to any claim or dispute between you and Buckeye, except for the provisions of this Section waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.
- e. **Informal Dispute Resolution:** You and Buckeye agree that we will try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify Buckeye of the dispute by sending a written description of your claim to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood Ohio 43619 Attention: Customer Disputes, so that Buckeye can attempt to resolve it with you. If Buckeye does not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor Buckeye may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.
- f. **Arbitration Procedures:** You and Buckeye agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will

apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood, Ohio 43619, Attention: Office of the President. You must also comply with the AAA's rules regarding initiation of arbitration. Buckeye will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or Applicable Law. Buckeye will not seek to recover its fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you obtain an award from the arbitrator greater than Buckeye's last written settlement offer, Buckeye will pay you \$1,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions

- g. Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable, including without limitation, that the class waiver is found unenforceable, or if you opt out of this dispute resolution agreement, you and Buckeye expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a judge rather than a jury will decide disputes between you and Buckeye if, for any reason, the arbitration agreement is not enforced.
- h. Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver above) by notifying Buckeye of your decision to opt out, in writing, within 30 days of the date your Services begin. You may opt out by sending a letter stating your intent to Buckeye Cablevision, Inc., 2700 Oregon Road, Northwood, Ohio 43619, Attention: Office of the President. Please include your name, address, and Buckeye account number on the communication. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement or other contracts with Buckeye and you may remain a Buckeye customer. If you opt out of the dispute resolution provision, you will not be required to do so again if Buckeye modifies this section in the future or you agree to a new term of service. IF YOU ELECT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION, YOU MUST MAKE THAT ELECTION AT THE INITIAL PROVISION OF SERVICES AND YOU MAY NOT OPT OUT LATER UPON CHANGES TO THE SERVICES OR CHANGES TO THIS AGREEMENT.
- i. Survival: This dispute resolution provision survives the termination of this Agreement. If you bring a claim against Buckeye after termination of this Agreement that is based in whole or in part on events or omissions that occurred while you were a Buckeye Subscriber, this dispute resolution provision shall apply.

- j. Nothing contained herein shall limit your ability to seek redress at the Federal Communications Commission.

5. ACCESS TO YOUR PREMISES —

- a. Access to Premises: You agree to allow Buckeye and/or our agents reasonable access to the property at which the Services and/or Buckeye Equipment will be provided to you (the “Premises”), to install, configure, upgrade, maintain, inspect, change, repair and/or remove the Service and/or Buckeye Equipment. You warrant that you are either the owner of the Premises or, if you are not the owner of the Premises, that you have obtained the clear consent of the owner for Buckeye or its agents to access the Premises for the purposes described herein including, without limitation, consent to attach Buckeye Equipment to the outside of the Premises. In addition, you must upon request supply Buckeye or its agents with the owner’s name, address and phone number; and/or reasonable evidence that the owner has authorized you to grant access to us and our agents to the Premises. If Buckeye’s installation of Services or Equipment at your Premises is required, Buckeye will schedule one or more installation and/or service appointments with you as needed and you agree to be present or to have a responsible representative, 18 years or older, present at the Premises during such appointments. Failure to schedule required installation of Services or Buckeye Equipment at your Premises may result in the disconnection of Services.
- b. Charges for Visits: You will be responsible for payment of any charges assessed by Buckeye for visits to your Premises to install, maintain, inspect, repair or remove any Services, Buckeye Equipment or Customer Equipment, including, without limitation, in response to any difficulty caused, in whole or in part, by Customer Equipment, or other equipment, services or facilities not provided by Buckeye; for service calls at times other than normal business hours; and for any non-routine installation or maintenance. Charges for visits to your Premises can be found on the Buckeye Website or by calling Buckeye customer service at the number located on your bill statement.
- c. Safe Working Environment: You agree to provide Buckeye's employees and representatives with a safe working environment while on the Premises, including without limitation an environment free from harassment and threats of harm. If a Buckeye employee or representative deems the working environment unsafe in his/her sole and unlimited discretion, you agree that Buckeye may elect not to provide any services, including without limitation installation, repair, maintenance, support or

training services, on the Premises until such Premises are deemed safe by Buckeye in its sole and unlimited discretion.

6. BUCKEYE EQUIPMENT

- a. Definition: "Buckeye Equipment" means any equipment provided to you by Buckeye or our agents with or without a separate charge or fee in connection with the Services. Buckeye Equipment also includes any software, firmware, or other programs provided to you by Buckeye and contained within such equipment or in Customer Equipment. Examples of Buckeye Equipment include without limitation: media gateways, routers, cable modems, voice-capable modems, wireless gateway/routers, and similar equipment used to deliver the Services. Buckeye Equipment does not include equipment you purchase at retail, whether directly from Buckeye or otherwise, that perform some or all of the functions of Buckeye Equipment. You agree that Buckeye Equipment will remain the property of Buckeye and, except as specifically provided in writing, you will not acquire any ownership or other interest in Buckeye Equipment or any network facilities, cabling or software by virtue of any payment made pursuant to this Agreement or by any attachment of the Buckeye Equipment to the Premises. You agree that Buckeye Equipment will not be deemed fixtures or in any way part of the Premises. You agree to use Buckeye Equipment only for receiving and/or using the Services pursuant to this Agreement.
- b. Changes and Upgrades to Buckeye Equipment: Buckeye may upgrade, replace, remove, add or otherwise change the Buckeye Equipment at our discretion at any time (including during Soft Disconnection). By accepting service, you consent to Buckeye making such changes (including software, firmware and other code updates or downloads), which may alter, add to, or remove features or functionalities of the Buckeye Equipment or Service, with or without notice to you. You acknowledge and agree that any such changes to the Buckeye Equipment may interrupt your Services, and you waive any claim against Buckeye arising from such interruption. Buckeye may, at its option, install new or reconditioned Buckeye Equipment. You acknowledge and accept that any replacement or change to your existing Buckeye Equipment may be subject to additional fees and charges, and you agree to pay those fees and charges. You agree that such changes may be performed within Buckeye's sole discretion at any time and in any manner. If Buckeye requests that you replace or offers to replace your equipment in order to

provide you with better Service or stronger security, and you do not do so, your Service may be disconnected; and you specifically and to the furthest possible extent waive any claim against Buckeye based on any subsequent degradation of service or security vulnerabilities.

- c. **Unauthorized Use and Prohibition on Tampering:** You are responsible and accept liability for all Buckeye Equipment on your Premises and in your possession. You may not sell, lease, abandon, or give away the Buckeye Equipment. You agree that you will not and you will not permit others (including without limitation any other provider of video, telecommunications or Internet services) to use, rearrange, disconnect, abandon, remove, relocate, repair, service, alter, modify, tamper or otherwise interfere with the Buckeye cable network, the Services, or any of the Buckeye Equipment including software, firmware, or code changes, without Buckeye's prior written consent, which Buckeye may withhold in its sole discretion. The prohibition hereunder includes, without limitation, attaching or permitting others to attach any devices to Buckeye's cable network, Services, or Equipment; using or permitting others to use equipment that causes interference with Buckeye's reception equipment or otherwise degrades our network signal quality or strength or creates signal leakage; altering a cable modem, router or gateway to change its downloading or uploading capacity; or altering identifying information such as serial numbers or logos. If you make or assist any person to make any unauthorized connection or modification to Buckeye Equipment or the Services or any other part of our cable network, we may terminate your Services and recover such damages as may result from your actions. You also agree that Buckeye may recover damages from you for tampering with any Buckeye Equipment or any other part of our cable network or for receiving unauthorized Services. The unauthorized reception of Services may also result in criminal fines and/or imprisonment. You agree that you will not allow anyone other than Buckeye or its agents to service the Buckeye Equipment.
- d. **Return of Buckeye Equipment:** You agree that within thirty (30) days of Service termination you will return all Buckeye Equipment to any Buckeye retail center, unless otherwise instructed in writing by a Buckeye representative.

If you upgrade, downgrade, or otherwise change your Service, and the Buckeye Equipment in your possession is no longer required to support your Service, you must promptly return that Buckeye Equipment and, if applicable, exchange any advanced Buckeye Equipment (e.g. phone/data modem) for standard Buckeye Equipment (e.g. basic phone

modem). Such Buckeye Equipment must be returned to a Buckeye retail center within thirty (30) days of notifying Buckeye of your decision to downgrade your Services, unless otherwise instructed in writing by a Buckeye representative. The returned Buckeye Equipment must be in good condition except for ordinary wear and tear resulting from proper use.

You acknowledge and agree that if you fail to return the equipment as provided herein, the damages Buckeye will incur will be difficult to ascertain, and you authorize Buckeye to charge your account an Unreturned Equipment Charge as liquidated damages and based on Buckeye's estimates of the replacement, incidental, and other costs Buckeye will incur, as reflected on Buckeye's rate card, and you expressly agree that this amount is reasonable to compensate Buckeye on its actual damages; provided, however, that such amount will not exceed the maximum amount permitted by law or the replacement cost of the Buckeye Equipment. This provision shall survive the termination or expiration of this Agreement

- f. Relocation of Buckeye Equipment: The Buckeye Equipment may only be used in the Premises. You agree that you will not remove any Buckeye Equipment from the Premises without Buckeye's prior consent. If you relocate to a new address, you may request that Buckeye move the Buckeye Equipment to the new address, which it may do in its sole discretion and subject to additional charges. Buckeye may, at your request and in its sole discretion, relocate Buckeye Equipment for you within your Premises for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE BUCKEYE EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY, AND BUCKEYE MAY CANCEL OR OTHERWISE ALTER YOUR SERVICE.

7. CUSTOMER EQUIPMENT —

- a. Definition: "Customer Equipment" means any equipment, software, hardware or services you supply and use in conjunction with the Services. You warrant that you are either the owner of such equipment, or that you have the authority to give us access to it. If you are not the owner of the Customer Equipment, you are responsible for obtaining the approval necessary from the actual owner to allow us and/or our agents to access the equipment. Customer Equipment is your sole responsibility including all costs of installation, maintenance and repair. You agree to

allow us and our agents the rights to insert hardware in the Customer Equipment; send software, firmware, and/or other programs to the Customer Equipment; and install, configure, maintain, inspect and upgrade the Customer Equipment, as reasonably necessary to provide the Services. You are responsible and liable for degradation or any interruption of Service, damage to Equipment, loss of data, loss of your stored content, or other consequences that result from your use of Customer Equipment, including without limitation Customer Equipment provided software, firmware or other programs by Buckeye or its agents. In no case shall Buckeye be responsible or liable for any loss of stored content or any damage to Customer Equipment.

- b. Technical Requirements for Customer Equipment: Customer Equipment must comply with Buckeye's technical requirements, as posted on the Buckeye Website and subject to change from time to time ("Technical Requirements"). Buckeye is not required to provide Service or support if Customer Equipment fails to conform to all Buckeye's Technical Requirements. NEITHER BUCKEYE NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT CUSTOMER EQUIPMENT WILL IN ALL CASES ENABLE YOU SUCCESSFULLY TO INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES, OR BUCKEYE EQUIPMENT. NEITHER BUCKEYE NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Buckeye reserves the right to deny customer support for Services and/or terminate Services as to Customer Equipment not meeting the Technical Requirements.
- c. Changes and Upgrades To Customer Equipment: You acknowledge that to ensure full functionality of the Service Buckeye may install software and may send firmware and other code updates or downloads to Customer Equipment; and may alter, add to, or remove features or functionalities of Customer Equipment with or without notice to you; and you agree that such changes may be performed at any time and in any manner. Periodically you may need to acquire new or additional Customer Equipment to continue to use the Service or receive the best quality of Service.
- d. Inside Wiring: You may install wiring, such as additional cable wiring and outlets, inside your Premises ("Inside Wiring"); provided, however, that

Inside Wiring must not interfere with the normal operations of Buckeye's network. You are responsible for the repair and maintenance of the Inside Wiring, unless you and Buckeye agree otherwise in writing. Inside Wiring, whether or not installed or approved by Buckeye, is in all cases considered your property or the property of whomever owns the Premises. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring.

8. PHONE NUMBER, E-MAIL ADDRESS AND BUCKEYE IDENTIFIERS —

Use or subscription to the Services do not create or otherwise provide any proprietary rights to any identification number or identification number (including without limitation a phone number) that you are assigned as part of the Services, and you expressly acknowledge and agree that such numbers may be changed or reassigned subject to reasonable notification.

9. POWER SUPPLY, INTERRUPTIONS AND EMERGENCY SERVICES —

- a. Power Supply: Except as may be otherwise described in the service documents, the Services do not have their own power supply. Your Buckeye phone modem (known as an eMTA) is powered by plugging it into an electrical wall outlet, and you are required to provide power for your use of the Service. Should there be a power outage or you otherwise lose electrical service, phone service (**including access to 911 and any medical or security monitoring service that uses the Buckeye phone line**) will be unavailable if you do not have battery backup.
 - Without backup power source, your phone modem will not allow connection to the Buckeye network.
 - Buckeye does not provide battery backup for your phone modem; backup battery power, maintenance, and replacement are the customer's responsibility.
 - You may purchase a battery backup and replacement on your own, or you may purchase at <http://shop.surfboard.com/shop/batteries/arris-touchstone-modem-gatewayreplacement-batteries>.
 - Pricing and features (including, for example, the amount of active and standby time provided by the battery) will vary depending on the model selected.
 - Additional information is available at <https://www.buckeyebroadband.com/power-outage-backup>

In addition, your phone service uses the Buckeye network, which is powered by the electrical grid, and when the power fails Buckeye's network may also fail. To minimize the risk of this, Buckeye uses both battery backup and generator support for its network infrastructure, but during an extended power outage the Buckeye network itself may become unavailable and your phone service may not work.

Buckeye will not be liable for any interruption of Service or other damage resulting from a power outage disruption or fluctuation (such as a power surge). The Services are not intended to be used for activities requiring absolute reliability and accuracy. You assume complete responsibility for any damages or injuries resulting from any interruption or other failure of the Services due in whole or in part to a failure of power supply.

- b. **Scheduled Interruptions:** Buckeye may schedule and interrupt Service for maintenance, repairs, upgrades, testing, or other administrative purposes at any time.

10. SOFTWARE AND INTELLECTUAL PROPERTY

- a. **Licensed Software:** Buckeye grants you a limited, nonexclusive, nontransferable and non-assignable license to install and use Buckeye's software necessary to use the Services, which includes software from third party licensors ("Licensed Software"), solely in order for you to access and use the Services. Buckeye may modify the Licensed Software at any time, for any reason, and without notice to you. The Licensed Software constitutes confidential and proprietary information and contains trade secrets and intellectual property of Buckeye and its licensors which is legally protected. All right, title, and interest in and to the Licensed Software will remain with Buckeye and its licensors. You agree not to translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. You have a license to use the Buckeye Equipment, content, Service, Licensed Software and/or applications provided by Buckeye and/or third party providers (collectively "Suppliers"). You agree, however, that all such content and Licensed Software will remain the sole property of Buckeye or its Suppliers and that no additional rights arise from this grant of use. By subscribing to and/or using the Services, you waive any claim against Buckeye or its Suppliers in connection with such software and agree that Buckeye and its Suppliers have the right to enforce this provision. You acknowledge and agree that neither Buckeye nor its Suppliers can provide uninterrupted or error-free service and that Buckeye's liability on any service interruptions is limited as described in these terms and conditions..

You also agree to comply with the terms and conditions of all end user software license agreements provided to you in order for you access and to use the Services, particularly Buckeye Internet. Any right to use the Licensed Software, Service, or content ends upon termination of this Agreement.

- b. Copyright and Trademark Notices: Subscription to or use of the Services do not provide any property rights as to any trademark or service mark. Materials available on Buckeye Websites and on other Services are protected by copyright law. The marks for “Buckeye Broadband,” as well as its logo, are owned Buckeye Buckeye Cablevision, Inc., Inc., and are either actual service marks or registered service marks of Buckeye Cablevision, Inc. All other trademarks and service marks are the property of their respective owners.

11. CUSTOMER PRIVACY NOTICE AND ACCOUNT SECURITY —

- a. Customer Privacy Notice: Buckeye will provide you with its Customer Privacy Notice and CPNI Statement (collectively, “Privacy Documents”) when your Service commences, but the most up-to-date version is always online at the Buckeye Website. The Privacy Documents describe how Buckeye may from time to time collect, use and disclose information about you and includes information as to your choices concerning Customer Proprietary Network Information (“CPNI”) and other policies and rights concerning your use of Buckeye Services. Changes in our Services or the law may cause us to make changes to our Customer Privacy Notice from time to time. We will post any changes at the Website, along with the effective date of the changes. Buckeye also has the right to intercept and disclose any transmissions over our facilities, and any information regarding those transmissions, if reasonably necessary to protect our rights or property, to comply with the law, pursuant to a court order or subpoena, to cooperate with law enforcement investigation or inquiry, or where we believe individual or public safety is in peril.
- b. Security of your Account: You are responsible for protecting the information required to access or make modifications to your account (for example, account identifiers, passwords, PINs, secret answers to security questions, etc.). If someone else acquires or uses this information, we will assume that you have authorized this access to your account. Please immediately report to Buckeye Customer Service any suspected incidents of unauthorized account access or unauthorized disclosure of your account information.

12. USE OF SERVICES —

- a. **Compliance with the Law:** You agree that you will comply with all current and future laws regarding the Services. If you violate the law in connection with your use of the Services, Buckeye Equipment, or Licensed Software, Buckeye may suffer harm, and it reserves the right to pursue all remedies available to it at law or in equity, including injunctive relief. Content derived from the Service, Buckeye Equipment, the Licensed Software, and any accompanying information is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export such content to any countries that are subject to restrictions or upload through the Services any material in violation of such restrictions.
- b. **Non Commercial Use Only:** Except upon written agreement by Buckeye, you agree to use the Services only for personal, noncommercial purposes and not business activities. You may not rebroadcast, retransmit, redistribute, perform, or charge admission to view or listen to any of the Buckeye Services unless you obtain and pay for any applicable public performance licenses.
- c. **Misuse of the Services:** You agree to not misuse the Services, Buckeye Equipment, or Licensed Software. Such misuse includes but is not limited to: (i) violation of Applicable Law and any commercial use as described above; (ii) use in a manner that adversely interferes with Buckeye's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or Licensed Software; (v) engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with Buckeye Equipment in any manner other than as expressly authorized by Buckeye; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited calling; (viii) intercepting a third party's communications, or unapproved access to or attempts to access another party's account or otherwise circumvent any security measures; (ix) using Service as a substitute or back-up for private lines, or full-time or dedicated data connections; or (x) engaging in continuous or extensive call forwarding or long distance abuse.
- d. **Customer Responsibilities for Improper Use:** You acknowledge that you are accepting this Agreement on behalf of all persons who use the Services and Buckeye Equipment at the Premises; and that you accept responsibility for ensuring that all users understand and comply with the

terms and conditions of this Agreement and any applicable policies, including but not limited to the Acceptable Use Policy and Privacy Documents, and any other applicable privacy notices or other policies. You agree to take reasonable precautions to prevent others from gaining unauthorized access to the Services. Except as otherwise specified in this Agreement, you are responsible for any unauthorized use and for controlling access to the Services, Buckeye Equipment, Customer Equipment, and Licensed Software including payment of any charges incurred as a result of any such unauthorized use.

- e. **Monitoring Compliance with the Law and this Agreement:** Although Buckeye is not obligated to monitor the Services, Buckeye may perform tests and inspections to confirm that you are complying with this Agreement. Buckeye may, without notice, suspend, restrict access to or terminate your Service; and/or monitor, review, retain and/or disclose any content or other information in Buckeye's possession about or related to you or your use of the Services as Buckeye deems necessary to satisfy any Applicable Law, regulation, legal process or governmental request.
- f. **Theft of Service:** Attempting to receive unauthorized services (for example by tampering with or altering equipment) is unlawful and may be punishable by fines and/or imprisonment. We may conduct periodic system checks and audits to detect the unauthorized receipt of Service and will exercise all available rights and options under the law.
- g. **Call Recording; Use of Recording Devices:** You consent to Buckeye recording phone conversations between you and Buckeye for quality assurance, analytics and internal business purposes. Your use of recording devices to record telephone conversations transmitted over the Services is at your own.

13. INDEMNIFICATION —

You agree to indemnify and hold harmless Buckeye and its parent companies, subsidiaries, affiliates, Suppliers and other suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Buckeye Related Party", and collectively, the "Buckeye Related Parties") from any third-party claims, actions, proceedings, damages and liabilities, including attorneys' fees, arising out of (i) your use, or other users use, of your Services or Buckeye Equipment; (ii) any act in violation of any law committed by you, including any use of the Services that may infringe on the intellectual property right or privacy right of any third party; (iii) any breach by you of this Agreement; (iv) any content or software displayed, distributed, or otherwise disseminated by you or other users of your Services; (v) your failure to safeguard your PIN, passwords or other

account information, and (vi) your failure to replace Equipment when requested by Buckeye. This Section will continue in effect after this Agreement terminates.

14. DISCLAIMER OF WARRANTIES —

YOU ACKNOWLEDGE THAT THE SERVICES, BUCKEYE EQUIPMENT, AND LICENSED SOFTWARE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES. BUCKEYE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF TITLE OR NON-INFRINGEMENT AS TO THE SERVICES, BUCKEYE EQUIPMENT, AND/OR THE LICENSED SOFTWARE PROVIDED TO YOU. BUCKEYE DOES NOT MANUFACTURE THE BUCKEYE EQUIPMENT, DEVICES OR LICENSED SOFTWARE AND IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS ON THE PART OF ANY MANUFACTURER, SPECIFICALLY INCLUDING A MANUFACTURER OF CUSTOMER EQUIPMENT OVER WHICH YOU RECEIVE THE SERVICES. UNLESS OTHERWISE RESTRICTED OR PROHIBITED BY LAW, BUCKEYE DOES NOT WARRANT THAT THE SERVICES, BUCKEYE EQUIPMENT OR LICENSED SOFTWARE WILL BE ACCURATE, COMPLETE, ERROR-FREE, WITHOUT INTERRUPTION, FREE FROM VIRUSES OR OTHER MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. BUCKEYE DOES NOT WARRANT THAT ANY COMMUNICATION WILL BE TRANSMITTED UNCORRUPTED OR AT ANY UPSTREAM OR DOWNSTREAM SPEED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THOSE PROVISIONS MAY NOT APPLY TO YOU. THIS SECTION WILL CONTINUE IN EFFECT AFTER THIS AGREEMENT TERMINATES.

15. LIMITATION OF LIABILITY —

THIS SECTION DESCRIBES THE FULL EXTENT OF BUCKEYE’S AND THE BUCKEYE RELATED PARTIES’ RESPONSIBILITY FOR ANY CLAIMS FOR DAMAGES CAUSED BY OUR ACTS OR OMISSIONS OR THE FAILURE OF THE SERVICES, BUCKEYE EQUIPMENT, OR LICENSED SOFTWARE, OR ANY OTHER CLAIMS IN CONNECTION WITH THE SERVICES, BUCKEYE EQUIPMENT, LICENSED SOFTWARE, OR THIS AGREEMENT. THIS SECTION WILL CONTINUE IN EFFECT AFTER THIS AGREEMENT TERMINATES.

- a. Limitation: Neither Buckeye nor any of the Buckeye Related Parties will be liable for damages for failure to furnish or the degradation or interruption of any Services, for a problem with the interconnection of Services, for any loss of data or stored content, for identity theft, or for any files or software damage, regardless of cause, or for a problem with the service or equipment of a third party.
- b. Damage to Person or Property: You recognize that you have an obligation to exercise caution and personal responsibility including

adhering to all manufacturers' warranties accompanying any Buckeye or Customer Equipment or any other equipment used in connection with the Services and to make sure that your use of the Services and Buckeye Equipment does not subject you or others to danger. Neither Buckeye nor any Buckeye Related Party will be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of Buckeye Equipment or Licensed Software; from use of Services or any content contained; or from inclusion, omission, or error relating to information about you in any published or electronic directory.

- c. **Monitoring:** Neither Buckeye nor any of the Buckeye Related Parties is obligated to monitor your use of the Services; however, neither Buckeye nor any of the Buckeye Related Parties will be liable for any action we take in our sole and unlimited discretion to ensure the security and safety of our network or to address concerns that your use is not lawful or is in violation of this Agreement.
- d. **Third-Party Acts:** You expressly agree that neither Buckeye nor any Buckeye Related Party is responsible or liable for any content, act, or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release Buckeye and each of the Buckeye Related Parties for any such claims based on the activities of third parties.
- e. **No Indirect or Consequential Damages:** YOU AGREE THAT FOR ANY CLAIMS YOU ASSERT AGAINST BUCKEYE OR THE BUCKEYE RELATED PARTIES AND FOR ANY CLAIMS THAT BUCKEYE OR THE BUCKEYE RELATED PARTIES ASSERT AGAINST YOU, THERE SHALL BE NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION, OR FOR PUNITIVE DAMAGES, RELIANCE DAMAGES, OR SPECIAL DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- g. **Limitations Period:** We each agree that any Claims must be brought within one (1) year of their accrual notwithstanding any otherwise applicable statute of limitations.

16. TERMINATION —

- a. **Termination:** Unless you have entered into a Minimum Term Agreement, either you or Buckeye may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. Buckeye may also terminate Service without notice to you if it determines in its sole and unlimited discretion that: you have failed to pay for Service or otherwise breached this Agreement; you violated the law or Buckeye policies; or you misused the Services or Buckeye Equipment. If you terminate any particular Service, this Agreement will remain in effect for any Services or Buckeye Equipment you continue to subscribe to, use, pay for, or otherwise retain. In the event of termination by you, you must notify Buckeye as instructed in Section 1(f). In the event of termination by Buckeye, Buckeye may notify you of such termination by electronic or other means.
- b. **Minimum Term Agreements:** If you have entered into a Minimum Term Agreement with Buckeye, termination of Service will be controlled by the terms and conditions of your Minimum Term Agreement and may include an early termination fee (ETF).
- c. **Customer Obligations Upon Termination:** You expressly agree that upon termination of any Service: (i) You will return the Buckeye Equipment as otherwise provided for herein; (ii) You will return all copies of any Licensed Software or other proprietary information provided to you pursuant to the Services; (iii) Buckeye has no obligation with respect to storage of your information (including without limitation voice mail messages, material stored in Buckeye's online backup service, or other information you may wish to access after termination of the Service); (iv) You will cease use of any Services terminated; (v) Buckeye is authorized to delete any files, programs, data and other information associated with any terminated Services.
- d. **Proration of Charges Upon Termination:** At termination, you must pay all outstanding charges, including amounts that remain due and owing, and you agree to reimburse Buckeye for any reasonable costs we incur (including without limitation attorneys' fees) to collect unpaid fees. If Services are terminated charges will accrue through the date that Buckeye fully processes the termination, and you agree to pay Buckeye such charges, which will be on a pro-rated basis.

If you want us to renew the Services after termination, you must pay off any balances remaining on your account, and we may require that you pay a deposit. For some Services, Buckeye may require a minimum thirty (30) day charge regardless of the activation or cancellation date.

- e. Refunds Upon Termination: Upon termination of this Agreement for any reason, you are not entitled to refund of any installation, activation, and set-up fees paid at the initiation of your Service or at any other point in Service; however, Buckeye will refund the prorated unused portion of any monthly service fees and charges. If the pro-rated unused portion is less than \$5.00 Buckeye will make the refund on your request.

17. MISCELLANEOUS —

- a. Assignment: You may not assign or transfer any part of this Agreement or the Services, Buckeye Equipment or Licensed Software (including transfer to any other occupant of the Premises or to any other location) without the prior written consent of Buckeye. Buckeye may assign all or part of this Agreement without notice to you and without your consent.
- b. Force Majeure: Buckeye will not be liable for any delay; interruption of Service; failure of performance of Buckeye or Customer Equipment; or any loss, liability or damage directly or indirectly caused by circumstances beyond our control, including but not limited to acts of God, flood, explosion or other catastrophes, causes attributable to you, Your Equipment or your property, acts of third parties, national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, loss of use of poles or other utility facilities, material shortages, power outages or reductions, failure of any cable signal at the transmitter, failure of a satellite, strikes, lockouts, or work stoppages, or any law, order, regulation, or request of the federal, state or local governments having jurisdiction over Buckeye. The use and restoration of Services in emergencies will in all cases be subject to the priority system specified by federal regulations.
- c. Governing Law: This Agreement will be governed by the laws of the state of Ohio and applicable federal law. All terms and conditions as stated herein are subject to otherwise applicable local, state, and federal law.
- d. Notices: When this Agreement requires notice from you to Buckeye, you agree to provide us with written notice to the address specified on your bill or as instructed on the Website or by calling us. Notice by calling us will be effective as of the date our records show that we received your call. Notices to you shall be provided as stated in Section 1(f) above.
- e. Severability: In the event that any portion of this Agreement is held to be unenforceable in a jurisdiction, the unenforceable portion will be construed as nearly as possible to reflect the original intentions of the

parties and the remainder of this Agreement will remain in full force and effect.

- f. **Surviving Obligations:** Certain provisions will survive the termination of this Agreement including Arbitration, Indemnification by Customer, Disclaimer of Warranties, Limitation of Liability, Payment Obligations and all other provisions which by their nature would be expected to survive.
- g. **Waiver and Strict Performance:** Buckeye's failure to require your strict performance of any term of this Agreement will not be a waiver of Buckeye's right to require strict performance of any term or condition herein.
- h. **How to Contact Us:** For any questions regarding this Agreement, billing, your Services, technical support or other, please contact Buckeye by phone at the number shown on your bill, by U.S. Mail to the address shown on your bill, or by visiting the Website and obtaining the contact information located under "Contact Us."

BUCKEYE PHONE SERVICE ADDENDUM

This Buckeye Phone Service Addendum ("Phone Addendum") is made a part of and incorporated into the terms and conditions between Buckeye and those Customers who receive Buckeye Phone Service. In the event of any conflict between the provisions of this Phone Addendum and the provisions of the Agreement, the provisions of this Phone Addendum shall control with respect to Buckeye Phone Service. All capitalized terms not otherwise defined herein will have the same meaning as set forth in the Agreement.

Pricing Terms

1. **Additional Terms:** If you receive Buckeye Local Telephone Service you will be bound by any applicable tariff, state Telephone Service Guide or telephone price sheet located on Buckeye's website at www.buckeyebroadband.com and/or on file with the applicable State telephone and/or federal regulatory authority. The terms of any such tariff or state Telephone Service Guide will supersede the terms of this Agreement in the event of a conflict relating to Buckeye Phone Services. If you download Buckeye applications to your wireless device(s) that permit you to access certain calling and other features of Buckeye Phone Service using a broadband connection ("Mobility Applications"), you will be bound by additional terms and conditions that will be provided separately at the time you download and/or use them. Mobility Applications do not provide the same access to 911 services as your Buckeye Phone Service. International Long Distance calling is not enabled on Mobility Applications. If you use Buckeye Phone Service features to access third party services, such as services

designed to block robot calls, you may be asked by the third party to consent to separate terms and conditions governing your use of its service.

2. **Rounding Up Charges for Voice Usage:** Any calls you make or receive using your Buckeye Phone Services are rated on full minutes of use and minutes are rounded up to the nearest whole minute. For example, a call that lasts for 5 minutes will be billed for 5 minutes of usage, and a call that last for 5 minutes and 1 second will be billed for 6 minutes of usage.
3. **Phone Number Portability:** When we assign a phone number to you, you will not have any rights to it, other than your right to port your phone number to another carrier who will accept that number and consistent with applicable regulations. You may authorize another carrier to transfer your number from Buckeye to that carrier. By porting your number, you are terminating all Buckeye Phone Services, features and applications that Buckeye provides to you associated with that telephone number; however, you will be responsible for all charges that you incur prior to this deactivation, for any applicable Early Termination Fee, and charges that apply to any Buckeye Phone Services, features or applications associated with other telephone numbers that have not been ported. The telephone numbers utilized for Buckeye Phone Service are assigned in accordance with applicable federal and state numbering rules. Therefore, Buckeye cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned.
4. **Equipment Requirements and Charges:** A telephone modem may be required for the duration of your Buckeye Phone Service subscription. Buckeye may provide such modem to you. If Buckeye provides the telephone modem to you, upon disconnection of Buckeye Phone Service, the Buckeye modem must be returned within 30 days of disconnection of such Service or an Unreturned Equipment Charge may apply.
5. **Customer Equipment:** You are responsible for ensuring that any telephone handsets modems, or other Customer Equipment not issued by Buckeye that you use with Buckeye Phone Service are compatible with the service. Buckeye is not responsible if you are unable to use the service or for interruption, failure, or degradation of the service caused by such Customer Equipment.

Backup Power for Telephone Service:

The telephone modem and certain other telephone service related devices use household electrical power to operate. Buckeye Phone Service (**including access to 911 and any medical or security monitoring service that uses the Buckeye phone line**) will not be available during a power outage without a backup battery in the telephone modem or other telephone service related device(s).

Specifically:

- Without backup power source, your phone modem will not allow connection to the Buckeye network.
- Buckeye does not provide battery backup for your phone modem; backup battery power, maintenance, and replacement are the customer's responsibility.
- You may purchase a battery backup and replacement on your own, or you may purchase at <http://shop.surfboard.com/shop/batteries/arris-touchstone-modem-gatewayreplacement-batteries>.
- Pricing and features (including, for example, the amount of active and standby time provided by the battery) will vary depending on the model selected.
- Additional information is available at <https://www.buckeyebroadband.com/power-outage-backup>

Cordless phones require a power source separate from the backup battery. Buckeye recommends you keep a corded phone for use in the event of an outage

In addition, Buckeye phone service uses the Buckeye network, which is powered by the electrical grid; when there is a power outage, Buckeye's network may also fail. To minimize the risk of this, Buckeye uses both battery backup and generator support for its network infrastructure, but during an extended power outage the Buckeye network itself may become unavailable and your phone service may not work.

Buckeye will not be liable for any interruption of Service or other damage resulting from a power outage disruption or fluctuation (such as a power surge). The Services are not intended to be used for activities requiring absolute reliability and accuracy. You assume complete responsibility for any damages or injuries resulting from any interruption or other failure of the Services due in whole or in part to a failure of power supply.

Emergency Services and Home Monitoring: Your Buckeye Phone Services includes 911/Enhanced 911 functionality ("911") that may be provided by vendors and other third parties and may differ from 911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE FOLLOWING INFORMATION. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS THAT MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911, VISIT www.buckeyebroadband.com OR CALL BUCKEYE CUSTOMER CARE AT THE NUMBER LOCATED ON YOUR BILL STATEMENT.

Buckeye uses your Buckeye Phone Service address to allow emergency responders to identify your location for 911 Service. Buckeye Phone Service, including access to

911 service, will not be available during a power outage without a backup battery or if the modem is moved or inoperable.

In order for your 911 calls to be properly directed to emergency services, Buckeye must have your correct Premises address. If you move Buckeye Phone Services to a different address without Buckeye's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the wireline Buckeye Phone Services (including 911) may fail altogether. Therefore, you must call Buckeye Customer Care at the number listed on your bill statement before you move your wireline Buckeye Phone Service to a new address. Buckeye will need several business days to update your Premises address in the 911 system so that your 911 calls can be properly directed. All changes in service address require Buckeye's prior approval. To ensure that 911 dispatch receives your correct address, the telephone modem should not be moved, even inside your home. You must notify Buckeye in advance if you would like to move or relocate your Buckeye Phone Service.

911 Functionality and Limitations: Calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem. You understand and acknowledge that all Buckeye Phone Services, including 911, will be disabled if your account is suspended or terminated.

Suspension and Termination: You understand and acknowledge that all Buckeye Phone Service, including 911, as well as any online features, where we make these features available, will be disabled if your account is suspended or terminated. If your account is in Soft Disconnection status, you will be prevented from making outbound calls, except to 911 and Buckeye Customer Care as more fully explained in Section 3(b)(4) of the Agreement.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION. YOU ACKNOWLEDGE AND AGREE THAT NEITHER BUCKEYE NOR ANY OF THE BUCKEYE RELATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUCKEYE AND ITS AFFILIATES, SUPPLIERS AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) INCURRED BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THESE SERVICES ARISING FROM OR RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911.