

# Terms of Service

(a) I agree to pay Computer Techniques, Inc. for (i) all use of my Services, (ii) installation and applicable service charges, (iii) Equipment, and (iv) all applicable local, state and federal fees and taxes. Charges for the Services that I receive have been provided to me. Other charges are set forth on a separate price list that I have received and/or can be provided on request. I will be billed monthly in advance for recurring monthly charges. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for any early termination fees that were described to me at the commencement of such promotion. I understand that if I receive Services on a promotional or discounted plan, my rates will increase to standard rates for such Services at the end of the promotional or discount period.

(b) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed if my account is past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. CTI reserves the right to change the late fees.

(c) If I have elected to be billed by credit card, debit card or ACH transfer, I agree that I will automatically be billed each month for any amounts due under this Agreement. If I make payment by check, I authorize CTI and its agents to collect this item electronically.

(d) I authorize CTI to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. CTI shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the CTI Equipment, except for damage caused by negligence on the part of CTI.

(e) The CTI Equipment is and at all times shall remain the sole and exclusive personal property of CTI, and I agree that I do not become an owner of any CTI Equipment by virtue of the payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of the CTI Equipment to my residence or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, CTI may, but shall not be obligated to, retrieve any associated CTI Equipment not returned. CTI will not be deemed to have "abandoned" the CTI Equipment if it does not retrieve such equipment.

(f) I acknowledge that the voice-enabled ONT used to provide the Phone Service is electrically powered and that the Phone Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage. I acknowledge that, in the event of a power outage in my home, any battery installed inside my voice-enabled ONT (whether self-installed or installed by CTI) may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that the presence of the battery does not ensure that Phone Service will be available in all circumstances. I further acknowledge that if I have a battery in my voice-enabled ONT, I am responsible for monitoring, ordering & purchasing replacement batteries. I agree that CTI will not be responsible for any losses or damages arising as a result of the unavailability of the Phone Service (such unavailability due to outages or a suspension of my account), including the inability to reach 911 or other emergency Services, the inability to contact my home security system or remote medical monitoring service provider.

(g) I agree that data services are best effort delivery and that unless enterprise class service is sold with an additional Service Level Agreement (SLA) specifically for committed bandwidth, that CTI does not guarantee that the maximum throughput rate will be achieved at all times. I also understand that the actual throughput rate I may experience at any time will vary based on numerous factors, such as the condition of wiring at my location, computer configurations, Internet and CTI network congestion, the time of day at which I use the service, and the website servers I access, usage of the service inconsistent with the Terms of Service, among other factors.

(h) I agree that CTI Residential service is to be used for personal, non-commercial use only. The service cannot be used for any commercial purpose whatsoever whether or not the enterprise is directed toward making a profit.

(i) I agree to accept and abide by the CTI's terms of service and network management policies during my use of data services, made available to me at installation and available from CTI's website and subject to change.

(j) In the event that I need to terminate my contract before the end of the termination date, a termination penalty of 50% of the remaining contract balance will be assessed to my account. If I move out of the CTI Fiber Service Area, CTI will waive the termination penalty.

(k) If choosing Fiber TV Services, I authorized Computer Techniques, Inc. to run a credit check for the purposes of determining if a deposit is required. If a deposit is required,

that deposit will become a credit at the end of this Agreement. However, if this Agreement is terminated by me prior to its expiration, I will forfeit any deposit as a termination fee.

(l) I agree that any notices allowed or permitted hereunder may be by first class mail, personal service or electronic communication.

(m) I agree that upon breach hereof, I will be liable for all costs of collection, including reasonable attorney's fees and costs.