Residential Services Terms and Conditions

Coastal Fiber Residential Services Terms & Conditions

Coastal Electric Cooperative directly and through its affiliates (collectively, “Coastal Fiber”) offers residential customers a range of services (each a “Service” and collectively the “Services”) pursuant to these Residential Services Terms and Conditions including:

- Voice Services
- Broadband Services
- IT Maintenance Services

1. General Provisions

1.1 These Residential Services Terms and Conditions, together with any Addenda, Exhibits, and Schedules (attached now or at a later date), incorporate the provisions, including pricing, of the Coastal Fiber Service Order designated to you, the customer (“Customer”), for the purchased Services (“Designated Coastal Fiber Service Order”), and vice versa. These Residential Services Terms and Conditions are incorporated into a Contract or Agreement for the Services, which may modify or supplement it. If no unexpired Agreement exists, these Residential Services Terms and Conditions apply to the receipt of or use of any Service not covered by a Tariff. Customer acknowledges that each Designated Coastal Fiber Service Order together with these Residential Services Terms and Conditions shall make up the

agreement under which Coastal Fiber will provide the purchased Services to Customer and shall be collectively referred to hereafter as the "Agreement." Customer has read and understands the Designated Coastal Fiber Service Order, Addenda, Exits, Schedules, and Residential services Terms and conditions and agrees to be bound thereby. This Agreement shall be effective upon establishment of the Designated Coastal Fiber Service Order ("Effective Date") but monthly billing and service term will not commence until installation is completed and the Coastal Fiber Delivery confirmation Addendum is signed. Rates for the Services shall be delineated in the Designated Coastal Fiber Service Order. Additional Coastal Fiber Service Orders will be required to change or add to the initial Services. Each subsequent Coastal Fiber Service Order designated to Customer for changed or additional services shall be added to this Agreement. Pricing excludes state and federal taxes, regulatory fees, and surcharges. In case of any conflict between these Residential Services Terms and conditions and any Designated Coastal Fiber Service Order, the Designated Coastal Fiber Service Order shall prevail.

1.2 Coastal Fiber has the right to cancel the Agreement within 45 days after the Effective Date, in the event that Coastal Fiber determines that Service cannot be provided economically to Customer or for technical reasons, including but not limited to: a technically acceptable transmission facility to Customer's premises is unavailable; adequate capacity to provide the Service is unavailable; acceptable transmission speed cannot be achieved after technical due diligence has been performed by Coastal Fiber; or Customer's premises are located an excessive distance from Coastal Fiber's facilities.

1.3 Your contract includes this Agreement (including the Attachments hereto, which are incorporated into this Agreement by reference), and also included the following materials:

Your Customer Service Order Confirmation/Summary

Coastal Fiber Privacy Policy

Coastal Fiber Acceptable Use Policy

Coastal Fiber Copyright Infringement Enforcement Policy

Coastal Fiber Network Transparency Statement and

Any other documents incorporated by reference herein or therein.

2. Rates and Charges

2.1 The rates and charges, including both recurring and non-recurring charges, for the individual Services that comprise the complete package of Services ordered by the Customer can be found in the Designated Coastal Fiber Service Order.

2.2 Monthly recurring charges will be billed one month ahead, and shall be due and payable for the term of this Agreement, or until all Services ordered by Customer are completely disconnected pursuant to Coastal Fiber's normal disconnection process, whichever event occurs first in time. The complete disconnections of all Services ordered by the Customer will constitute a Cancellation of Services, for which a Cancellation Fee may apply (see section 6 below).

2.3 All non-recurring charges to be charged as a result of this agreement are due and payable as of the "Effective Date" of the Designated Coastal Service Order unless otherwise listed in the Designated Coastal Fiber Service Order.

3. Terms and Conditions

3.1 The term of this Agreement shall be as specified in the Designated Coastal Fiber Service Order ("Term") and shall be measured from the date that Service is turned up as noted in the

“Coastal Fiber Delivery Confirmation Addendum” which shall be considered an addendum to the Agreement. On the initial and on any subsequent expiration dates, the Agreement will renew automatically for a period of one year unless a different term is specified in writing or unless either Party gives written notice to the other Party at least thirty (30) days prior to the expiration of the then existing term that it elects not to renew the Agreement.

3.2 Fees and Payment Schedule. The fees and payment schedule for the Services are set out in the Designated Coastal Fiber Service Order. Rates shall be fixed for the Term unless otherwise noted on the Designated Coastal Fiber Service Order, but may be increased at Coastal Fiber’s discretion before any renewal term with 30 days written notice to Customer. For the Term of the Agreement, Customer will not be charged a greater rate than the rates noted in the Designated Coastal Fiber Service Order. Payment on invoiced charges is due within twenty (20) days of the invoice date. Balances which remain unpaid more than twenty (20) days from the invoice date shall be deemed past due and may be subject to late charges not to exceed 1 1/2%, per month, or the highest rate allowed by law, whichever is less. Customer shall be liable for all costs incurred in collection of past due balances including but not limited to collections fees, attorneys’ fees, filing fees, and court costs.

3.3 Taxes. Customer agrees that, during the Term of this Agreement, in addition to any other payments, customer will promptly pay all taxes, assessments, and other governmental charges levied or assessed in connection with the Services provided hereunder, and will promptly pay or reimburse Coastal Fiber for all taxes, assessments and other governmental charges, as applicable.

3.4 Authorized Contact Person. Customer shall designate in

writing one or more Authorized Contact Person(s) (ACP) for the Agreement to act as Coastal Fiber's point of contact for Customer. The initial ACP(s) will be noted in the Designated Coastal Fiber Service Order, however, should the Customer desire to change their ACP(s) at a later date, the Customer should promptly communicate such change(s) to their Coastal Fiber Account Executive.

4. Warranties and Limitations of Liability

4.1 Coastal Fiber makes no warranty, expressed or implied, including but not limited to, any warranty of fitness for a particular purpose or use, or any warranty of merchantability with respect to services or products furnished hereunder, all such warranties being specifically disclaimed by company.

4.2 In no event shall Coastal Fiber be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement incurred or suffered by Customer or any third party, even if the other party or any other person has been advised of the possibility of damages.

4.3 Customer is responsible for reporting any service outages or degradation to Coastal Fiber by calling the Coastal Fiber repair line, 833-434-3311. Unless otherwise noted in the Designated Coastal Fiber Service Order, Coastal Fiber will respond as quickly as possible in the event of a service outage which is caused by the Coastal Fiber Network and which is not a Force Majeure event as described in Section 5 below.

4.4 Except for personal injury caused by Coastal Fiber's negligence or willful misconduct, the entire liability of Coastal Fiber and its affiliates for any damage or expense from any cause whatsoever shall in no event exceed the monthly recurring charge of the product or service which directly gives

rise to the claim.

4.5 No action or proceeding against Coastal Fiber or its affiliates may be commenced more than twenty-four months after the claim arises.

4.6 Indemnification. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (Indemnified Party”) from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorney’s fees) (collectively, “Damages”) suffered or asserted by other third parties for:

- a. damage to tangible personal property or personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- b. Claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s own communications (including its employees, agents, and contractors).
- Neither Party’s indemnification obligations hereunder shall be applicable to any Damages to the extent caused by, arising out of or in connection with, the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents, and contractors.

5. Force Majeure

5.1 Coastal Fiber shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from matters beyond Coastal Fiber’s control, including, without limitation, fire, explosion, terrorism, accident, flood, labor trouble or stoppage, any

regulation, rule or act promulgated by any governmental agency, inability to obtain or shortage of suitable software, material, components, parts, equipment, machinery, fuel, power, transportation, acts of God, a fiber cut or damage caused by a third Party or any other causes beyond Coastal Fiber's control. Either party may terminate its obligations under this Agreement if ordered to do so by the final order or ruling of a court or other governmental agency or is such order or ruling would make it impossible for either party to carry out its obligations under this Agreement. In addition, if at any time during the Term of this Agreement, the action of a governmental agency requires modification of the Services provided hereunder so as to impair such Services.

6. Termination or Cancellation of Service

6.1 Service Terminations/Cancellation of Service by Customer

You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to an early termination fee which may be associated with that plan as specified in your Designated Coastal Fiber Service Order or the applicable Fee Schedule(s) (referred to an "Early Termination Fee" or "ETF"). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly on our Policies page.

The then-current Agreement will govern your Service. Your election to continue Service represents your agreement to the then-current Agreement.

6.2 Service Suspension/Termination by Company

Coastal Fiber may immediately terminate or suspend your Account,

and all or a portion of your Service without notice for any of the reasons set forth in Coastal Fiber's Acceptable Use Policy, or if : (a) you provide false or inaccurate information to Coastal Fiber; (b) you (or anyone you permit to utilize the Service); violate this Agreement or the Coastal Fiber Acceptable Use Policy; (c) you (or anyone you permit to utilize the Service) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to Coastal Fiber, employees or any of their vendor's employees or representatives. You may also be subject to suspension or termination. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF addition to any other rights that we reserve in other provisions of this Agreement. If we terminate or suspended your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, Coastal Fiber has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination.

7. Applicable Law.

7.1 This Agreement shall be governed and interpreted according to the laws of the State of Georgia.

8. Termination of Agreement

8.1 In addition to termination pursuant to Paragraph 1 of these Terms and conditions, this Agreement shall terminate as provided in this Paragraph 8. If either party (the "Offending Party") shall 9i) breach one or more of its obligations hereunder without correcting the same within thirty (30) days of written

notice from the other party specifying the nature thereof, however, that where such failure cannot reasonably be cured within such 30 day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such a period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days; or (ii) apply for, consent to or suffer the appointment of a receiver, trustee, custodian or liquidator of all or any substantial party of its assets, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeding, or admitting or shall otherwise take advantage of bankruptcy, reorganization or other relief under applicable bankruptcy law, then this shall be considered to be an “Event of Default” by such Offending Party.

8.2 Upon an Event of Default, the other party (the “Offended Party”) may thereupon terminate this Agreement by giving the Offending Party 30 days written notice of termination. Upon an Event of Default, each party shall have all remedies available to it under this Agreement, at law or in equity, and all such remedies shall be cumulative. Notwithstanding any other provision of this Agreement, Coastal may terminate this Agreement upon ten days prior written notice if the Customer fails or refuses to pay Coastal Fiber in accordance with the provisions of this Agreement. Upon termination of this Agreement for any reason, Costal Fiber shall be entitled to all payments due from Customer under this Agreement and the return of any equipment, hardware, and software owned by Coastal Fiber, including Customer Premise Equipment (CPE) that is in the possession or control of Customer at the time or termination. If Customer fails to return such equipment, hardware and software, Customer shall incur the obligation to pay the fair market value of all unreturned equipment, hardware and software. Termination

of this Agreement shall not relieve Customer of any unfulfilled obligations created hereunder, unless agreed to in writing by Coastal Fiber.

8.3 Equipment Return Upon Termination. Upon termination of Coastal Fiber services, Coastal Fiber will coordinate the uninstallation and retrieval of any provided equipment from the customer's premises. All equipment must be returned in good working condition. Failure to return equipment, or the return of equipment that is damaged or non-functional, will result in the customer being charged the full replacement cost for each affected item.

9. Severability

9.1 In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement.

10. Waiver

10.1 The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute and Agreement to waive such terms with respect to any other occurrences.

11. Successors and Assigns

11.1 Customer may not assign this Agreement without the express written consent of Coastal Fiber. Assignment of this Agreement shall not release Customer from liability hereunder and the

terms and conditions of this Agreement shall also be binding upon the successors and assigns of the parties hereto.

12. Compliance with Applicable Laws

12.1 Each party agrees to comply with all laws, rules and regulations applicable to the performance of its obligations hereunder. Without limiting the generality of the foregoing, the Customer will have responsibility for ensuring that, except in respect to work performed hereunder by Coastal Fiber, or Coastal Fiber subcontractors or agents; the premises meet all applicable codes or other laws. Customer agrees to promptly correct any noncompliance with applicable codes and other laws if such noncompliance in any way prevents Coastal Fiber from performing under this Agreement. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Rules and Regulation of the FCC, Coastal Fiber's applicable tariffs and price lists, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body.

13. Service or Network Changes and Failure

13.1 In the event that Customer makes changes so as to require Coastal Fiber to make additions, moves, changes or redesigns to the services or equipment that it is providing to the Customer, then Customer shall pay all costs and expenses incurred by Coastal Fiber for such additions, moves, changes or redesigns. In the event that Customer desires to change the In-Service Date on a Service Request after acceptance by Coastal Fiber, Customer may change the In Service Date, at no charge, five (5) business days prior to the In Service Date unless otherwise noted in the Designated Coastal Fiber Service Order. In the event Customer

desires to change the In-Service Date on less than five 5 business days' notice, or in the event that Customer changes the In-Service Date more than once, Customer shall pay a charge of $100.00 plus any costs incurred by Coastal Fiber as a result of the Customer's change of the In-Service Date.

13.2 Company reserves the right to temporarily suspend or terminate Service as necessary to make changes in how we provide Service to you over our facilities and network. To the extent required by this agreement, applicable regulations and law, we will provide reasonable advance notice of network changes. In order to ensure continued quality Service to your premise, network changes may require a technician to be dispatched to install new or additional network equipment or facilities to your premise. Network equipment or facilities installed at your home may require the use of your electrical power for the operation of our facilities. If you decline to allow the installation of the new network equipment or facilities at your premise, Company may be forced to terminate or suspend your service in accordance with Section 8.

13.3 In the event that Service fails (i) as a result of Customer provided facilities, wiring or equipment; provided, that, such failure is not caused by the gross negligence or willful misconduct of Coastal Fiber; (ii) due to insufficient Internet Bandwidth provided by another provider; (iii) due to equipment or wiring that has been subjected to Customer's, or any other third party's tampering, misuse, neglect, accident, unauthorized modification, or to uses in violation of instructions furnished by the manufacturer; (iv) due to equipment in which the serial number has been removed or altered, or (v) due to any other failure caused by the Customer, its agents, vendors, or other related parties, the Coastal Fiber shall have not liability to Customer for such failure of telecommunications.

14. Customer’s Responsibilities

14.1 Customer, at Customer’s own expense, shall be responsible for all charges relating in any way to the provision of the Coastal Fiber Products or Services, including, without limitation, charges arising from misuse, abuse, or fraudulent access to the Coastal Fiber Products or Services. Customer shall not use the Coastal Fiber Products or Services or permit any use of the Coastal Fiber Products or Services which is illegal, unlawful, or harassing. Customer must maintain reasonable security procedures and standards with respect to Customer’s equipment that interfaces with the Coastal Fiber Products or Services. Equipment provided by Coastal Fiber that is the property of Coastal Fiber must be returned in the event of termination of Coastal Fiber Products or Services. Customer must provide Coastal with 30 days written notification of any moves requiring Coastal equipment relocation. Customer hereby agrees to indemnify Coastal Fiber and its affiliates against any liabilities incurred by them to any Third party as a result of the Customer’s use of the Coastal Fiber Products or Services. In the event Customer notifies Coastal Fiber of suspected product or service failure, which constitutes Coastal Fiber providing a Service Call to Customer’s premise, with the ensuing results being determined as not related to Coastal Fiber’s Products of Services, Coastal Fiber shall at it discretion render invoiced charges to Customer pursuant to applicable standard rates.

14.2 Access to Premises. Customer will provide Coastal Fiber with reasonable access to its premises in order to install, maintain, and repair the Coastal Fiber Products or Services, and Customer shall authorize any other employee or its designated agent to grant access to Customer’s premises for these purposes. Customer understands and agrees that Coastal Fiber may drill, cut, and otherwise alter improvements on the premises. If Customer does not own its premises, Customer warrants that

Customer has obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make the alterations that Coastal deems appropriate. Customer acknowledges that Coastal Fiber may use existing wiring, including altering the wiring and removing accessories, located within Customer's premises.

15. INDEPENDENT CONTRACTOR STATUS

15.1 Coastal Fiber is engaged in an independent business and will perform all other obligations under this Agreement as an independent contractor and not as the agent or employee of the Customer. Coastal Fiber's personnel shall be considered solely the employees of Coastal Fiber and not employees or agents of the Customer. Coastal Fiber has and retains the right to exercise full control of and supervision over the performance of the services it provides and full control over the employment, direction, assignment, compensation, and discharge of all of its personnel performing services and full control of and supervision of its contractors. Coastal Fiber is solely responsible for all matters relating to the compensation and benefits for all of Coastal Fiber's personnel. Coastal Fiber and Customer agree to the following rights consistent with an independent contractor relationship:

15.2 Coastal Fiber has the right to perform services for others during the term of this contract.

15.3 Coastal Fiber has the sole right to control and direct the means, manner and method by which the services required by this contract will be performed.

15.4 Coastal Fiber has the right to hire assistants as sub-contractors, or to use employees to provide the services required by this Agreement.

15.5 Coastal Fiber or its employees or sub-contractors shall perform the services required by this contract.

15.6 Coastal Fiber shall allocate and shall have full control of personnel and schedule required to fulfill the Services provided to Customer under this Agreement.

15.7 Customer will not attempt to hire Coastal Fiber's employees. If during the term of, or within twelve (12) months after the termination of this Agreement, the Customer hires directly, or indirectly contracts with any of Coastal Fiber's employees for the performance of services similar to those provided by Coastal Fiber under this Agreement, customer agrees to pay either one year of the salary Coastal Fiber paid to the employee or the amount paid to the employee by the customer at the time of hiring, whichever is higher.

16. RESOLVING DISPUTES

16.1 In the event of any dispute arising in connection with this Agreement, the Parties shall use good faith efforts to arrive at an agreeable resolution through discussions escalating to at least the Vice President level within their respective organizations. The Party initiating the dispute shall provide written notice to the other Party of such dispute, which shall set forth the nature of the dispute and the remedy requested.

16.2 The Parties shall negotiate in good faith for a period of thirty (30) days after the non-initiating Party has received such notice of dispute.

16.3 If after such period the Parties are unable to agree upon a resolution, then either Party may initiate mediation in accordance with the procedures set forth in section 16.4.

16.4 Mediation.

16.4.1 In the event the dispute between the Parties cannot be resolved by good faith negotiations, the Parties agree to participate in non-binding mediation.

16.4.2 A mediator will be selected by having counsel for each Party agree on a single person to act as mediator. The Parties' counsel, as well as officers of each Party, and not more than two other participants from each Party will appear before the mediator at a time and place determined by the mediator, but not more than sixty (60) days after the end of the good faith negotiating period.

16.4.3 The fees of the mediator and other costs of mediation will be shared equally by the Parties.

16.5 Litigation

16.5.1 If, within two (2) years following notice of a dispute, the dispute is not resolved via non-binding mediation, the Parties may resort to litigation in a court of competent jurisdiction located in Liberty County, GA.

17. CONFIDENTIALITY

17.1 Each Party for itself, its employees, agents and representatives agrees that it will not divulge any confidential or proprietary information it receives from the other Party, except as may be required by law. The terms and conditions of this Service Agreement shall be construed confidential or proprietary information under this Section 17. In the event that the Customer fails to comply with this Section 17, Coastal Fiber reserves the right to terminate the Agreement by notice in writing with immediate effect.

18. ENTIRE AGREEMENT

18.1 This Agreement, together with any Designated Coastal Fiber

Service Order, Addenda, Exhibits, or Schedules attached hereto, or to be attached in the future, or the Coastal Fiber Broadband Terms and Conditions and Acceptable Use Policy or any Amendments attached hereto, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services described herein and therein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Coastal Fiber shall not be bound by any agents' or employees' representations, promises, or inducements not set forth herein.

19. EQUIPMENT

19.1 Customer agrees to abide by the following terms and conditions. In order to receive Services from Coastal Fiber, equipment owned by Coastal Fiber, hereinafter collectively referred to as the "equipment.", will be installed by Coastal Fiber. The Customer understands that they have not purchased this equipment and it must be used and returned to Coastal Fiber upon termination of services. Customer is responsible for the loss or damage to the equipment that has been installed from Coastal Fiber. Customer has no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, or tamper with the equipment at any time. Equipment is to be solely used for the provision of Coastal Fiber Services to Customer and may not be used for any other purpose. Coastal Fiber is not responsible for any special, incidental, or consequential damages relating to the equipment provided to Customer. In the event that the equipment becomes inoperative, Customer shall call the Coastal Fiber technical support immediately. Customer is responsible for any damage to equipment due to Customer negligence or willful misconduct. Upon termination of Coastal Fiber Services, arrangements will be made for Coastal Fiber technicians to uninstall the equipment and remove it from

Customer’s premise. The equipment must be returned in good working order. In the event that the equipment is not returned in good working order, Customer will be charged replacement value for each item of the equipment not returned in good working order.

Attachment A – Additional Terms for Voice Services

I. GENERAL VOICE TERMS

A. Coastal Fiber provides voice communication services which include direct-dialed calling and certain advanced features. Coastal Fiber reserves the right to offer, modify or discontinue features or advanced features, and may , in Coastal Fiber’s discretion, require additional charges for features. The Service may or may not include mobile or nomadic ability.

B. When Customer accepts the voice service, Customer becomes the main account holder for each telephone number assigned to the Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.

C. For voice service, non-recurring and usage-based charges are generally billed in the billing cycle following the transaction and include, but are not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance, call trace, and overage minutes associated with defined minutes-of-use plans. Partial minutes are rounded up for per-minute usage charges. Customer shall not resell or redistribute (whether for a fee or otherwise) the voice service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof, unless there is a specific agreement which allows such resale.

D. Voice service requires Customer Premise Equipment (CPE) that may be provided by the Customer or by Coastal Fiber. The CPE must be compatible with the particular voice service ordered by Customer. Customer must comply with all Coastal Fiber guidelines and procedures for 911 if the CPE is moved from the originally installed location or Customer uses a voice app on a mobile device. Voice service also uses electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if a battery backup is not installed, fails or is exhausted after several hours.

E. Customer also acknowledges that Coastal Fiber may establish general practices and limits concerning use of the voice service and may restrict calls to certain area codes (e.g., 900/976 calls) as determined by Coastal Fiber. Customer acknowledge that Coastal Fiber also reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. Customer further acknowledge that Coastal Fiber reserves the right to change its general practices and limits at any time without advance notice.

F. Local Number Portability. In the event Customer is transferring an existing non-Coastal Fiber phone number to Coastal Fiber for its voice service (i.e., porting a number to Telephone and Long Distance Service), Customer authorizes Coastal Fiber to process its order for Telephone and Long Distance and to notify the existing voice provider of the Customer’s decision to switch it’s local, local toll, and long distance services to Coastal Fiber voice service, and Customer represents that Customer is authorized to take this action. Not all telephone numbers are eligible for porting to voice service.

G. Alarm and Other Device Compatibility. Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with voice services.

H. If Customer has or purchases a monitored fire alarm or burglar alarm system or a medical monitoring device that Customer intends to use with voice as the communications pathway, Customer agrees to contact its provider for those systems/devices to determine compatibility with voice service and to arrange for the alarm or medical monitoring provider to test such systems/devices after installation of voice service. Customer also acknowledges and understands that even if such systems and devices are compatible with voice service, they will not be able to communicate with monitoring stations during a power outage unless Customer maintains battery backup power for voice as described in this Agreement. If Customer purchases a monitored burglar alarm or monitored fire alarm system after the Service has been installed, Customer also agrees to call Coastal Fiber prior to installation of any such system.

I. Inside Wiring: , Coastal Fiber is not responsible for the operability or maintenance of any wiring beyond the Coastal Fiber point of demarcation which shall be the Coastal Fiber network interface device (NID) or the Coastal Fiber Optical Network Terminal (ONT), as applicable, except where Customer has purchased an inside wiring maintenance plan from Coastal Fiber. Customer will be charged for a service call and all applicable repair charges if Coastal Fiber responds to a request for service and determines that the problem is caused by the inside wiring.

J. 911 and Service Requirements. Coastal Fiber 911 service is a safe and reliable means of emergency dialing but is different from traditional 911 and may differ depending on where you are located when using your Coastal Fiber service. Most of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911 your Coastal Fiber telephone number and registered address is sent to the local emergency center serving your location, and emergency operators

have access to this information in order to send help and call you back if necessary. With basic 911 or limited E911 service, when you dial 911, local emergency operators answering the call may not see your Coastal Fiber telephone number or your registered address because the emergency center may not be equipped to receive, capture or retain your Coastal Fiber telephone number and registered address, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, we will automatically upgrade customers with basic 911 to E911 service. Certain customers do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911, your 911 call will be sent to the Coastal Fiber national emergency call center. A trained agent at the emergency call center will ask for your name, telephone number, and location, and then transfer you to the local emergency center nearest to your location. Your 911 call will also be sent to the Coastal Fiber national emergency call center if there is a problem validating the registered address provided by you, you are located in an area that is not covered by the landline 911 network or you use a Wi-Fi, Coastal Fiber softphone or some other portable device. For each phone line you must provide a registered address where you will be using our service at the time you subscribe. Additionally, if you move your device to another location, you must update your address. If you do not update your location, your 911 calls may be sent to an emergency center near your old address. For purposes of 911 dialing, you may register only one location at a time for each phone line.

K. **ELECTRICAL POWER.** END USER ACKNOWLEDGES THAT THE 911 SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER WHEN

SERVICE IS TERMINATED BY SIP, OR AN IAD (INTEGRATED ACCESS DEVICE.)

L. **INTERNET ACCESS.** END USER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF END USER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE WHEN USED TO DELIVER SERVICE.

Attachment B – Additional Terms for Coastal Fiber Broadband Service

1. Services. The term "Service" shall include Coastal Fiber Broadband ("Broadband"), Coastal Fiber E-Mail Service ("E-M Service"), including all Software (as defined below), and such other products or services as Customer may subscribe to with Coastal Fiber. The Service shall also include any software or hardware that Coastal Fiber provides Customer in connection with the Service to which Customer has subscribed.

2. General. (A) The Services shall not be used for any illegal or unlawful purpose, sending unsolicited bulk email, or maintaining an open mail relay. Violation may result in suspension of the Services or access by Customer. (B) All provisions of Coastal Fiber's applicable tariffs, if any, are incorporated herein by this reference. (C) Coastal Fiber reserves the right to make modifications and improvements in the Services or to change general rates, terms and conditions of the Services. No modifications shall override terms of a Designated Coastal Fiber Service Order. (D) Broadband Internet usage is limited to the primary Customer only, and may not be resold or shared, except within Customer's organization. Any other use is considered a breach of contract subject to termination terms as specified in paragraph 8 of the Residential Services Terms and Conditions.

3. Compliance with Laws. Customer agrees not to use, or permit

others to use, the Service in ways that (i) violate any law or applicable regulation, our Acceptable Use Policy (AUP), www.coastalfiber.com or other policies listed on this website, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. By way of example and not limitation, Customer agrees 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 child pornography, obscene or defamatory material over the Broadband; or infringe copyrights, trademarks or other intellectual property rights. Customer further agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. If the Service is provisioned outside the U.S., Customer agrees to abide by all applicable local laws and regulations, including without limitation any laws governing the import of the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that Customer use of the Service, in our sole judgment, violates any applicable law, regulation or ordinance, or the terms of this Agreement or our AUP, or otherwise adversely affects or threatens any Coastal Fiber network or service, customer or employee, or, if Customer is determined to be a repeat infringer under our repeat infringement policy set forth in our AUP. We also reserve the right to provide information about Customer’s account and Customer’s use thereof to third parties as required or permitted by law.

4. Software Provided.

a. Coastal Fiber may provide to Customer, at no cost or for a fee, software owned by Coastal Fiber or its third party

licensors, providers or suppliers in connection with the Services (“Software”). Customer 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 Coastal Fiber or a third party. Customer’s use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes an end user license agreement unless it first agrees 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 Coastal Fiber or a third party, Customer is hereby granted a personal, revocable, non-exclusive, non-transferable license by Coastal Fiber 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 Customer to use the Service.

c. Customer agrees that the Software is the confidential information of Coastal Fiber or its third party licensors, providers or suppliers, which Customer 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 Coastal Fiber or its third party licensors, providers, or suppliers. Customer may not decompile, 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 time sharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. Customer 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. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Coastal Fiber 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 Customer agrees 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 Coastal Fiber PROVIDES CUSTOMER WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, CUSTOMER AGREES THAT CUSTOMER'S SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.

e. Coastal Fiber provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, Coastal Fiber 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. Customer's 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 Coastal Fiber, its third party licensors, providers or suppliers, or until this Agreement

expires or is terminated.

5. Return of Equipment and Software.

Upon termination or expiration of this Agreement, Customer agrees to return to Coastal Fiber all hardware (other than hardware that has been purchased from us) which Coastal Fiber has provided to it in connection with the Service, and to cease use of all the provided Software and immediately delete such Software from it’s computer. In the event such hardware and software is not returned to Coastal Fiber within thirty (30) calendar days following such termination or expiration, in accordance with paragraph 8 of the Residential Services Terms and Conditions, Customer agrees to pay, the fair market value of all unreturned hardware and software.

6. Customer Equipment and Broadband Performance.

Customer is 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 Broadband Service, and to operate its computer and or network. The preceding obligations apply regardless of whether Coastal Fiber or a third party provided the software or hardware to Customer. Customer understand that Broadband 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). Only the manufacturer’s warranties included with any hardware or software provided by Coastal Fiber shall apply.

7. Interconnection.

a. Since most Internet end points such as websites and other content providers are not directly connected to Coastal Fiber's network, Coastal Fiber must exchange traffic with other networks to provide its subscribers the capability of uploading and downloading data to/from Internet end points connected to those networks. Accordingly, Coastal Fiber has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, Coastal Fiber does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent Coastal Fiber is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. Coastal Fiber therefore makes no promise express or implied that you will be able to upload or download data to/`from Internet end points connected to other networks at any particular speed.

b. Like the other networks that make up the Internet, Coastal Fiber's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among Coastal Fiber's subscribers. Coastal Fiber manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

8. Speed, Technology and Data Usage.

Coastal Fiber offers many broadband Internet access service options, each of which has a specific service speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a broadband Internet access service can transmit data. This speed is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some uses such as web browsing do not require high service capability speeds to function

optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

9. Data Use on Residential Internet Services.

The residential Internet Service you purchased includes either an unlimited data allowance or a monthly data threshold with overage charges for usage in excess of your allowance. More details regarding an applicable data threshold, is set forth in a Coastal Fiber policy, which may include a data threshold policy or Acceptable Use Policy, as posted to the Coastal Fiber website. Use of certain apps, including peer-to-peer sharing apps, may significantly increase your Internet data consumption possibly exceeding your allowance, where applicable. For additional information about the use of your residential Coastal Fiber Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to our website.

10. Restrictions On Use

a. Acceptable Use Policy.

Your use of the Service is subject to the Coastal Acceptable Use Policy (“AUP”) which may be viewed on our website and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, Coastal Fiber reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by Coastal Fiber to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to:

(i) unlawful activities,

(ii) violation of intellectual property rights,

(iii) publication or dissemination of threatening material,

(iv) inappropriate interaction with minors,

(v) Spam/E-mail/Usenet abuse,

(vi) uses which are harmful to or interfere with the use of Coastal Fiber’s network or systems, or the network of any other provider,

(vii) uses which interfere with the use or enjoyment of the Services received by others,

(viii) uses that constitutes a security risk or a violation of privacy.

In addition, Coastal Fiber reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when Coastal Fiber reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose Coastal Fiber to sanctions, prosecution, civil action or any other liability, See the AUP for a more detailed discussion of the policy.

b. Copyright Infringement.

You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control

the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). Coastal Fiber assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

i. Coastal Fiber respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, Coastal Fiber has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. Coastal Fiber may limit, suspend or terminate your service at any time with or without notice to you.

ii. If you believe the copyright to your work has been infringed in connection with a Coastal Fiber service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)-(d), please provide the information listed at www.coastalfiber.com to the designated agent listed at www.coastalfiber.com. Coastal Fiber has no obligation to investigate possible copyright infringements with respect to materials transmitted on its systems. However, Coastal Fiber will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see our Copyright Policy.

iii. Coastal Fiber allows copyright holders to notify Coastal Fiber of claimed infringement occurring on Coastal Fiber's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Content owners may submit notifications to Coastal Fiber of alleged copyright infringement based on

information they have independently collected. Coastal Fiber then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by a Coastal Fiber subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, Coastal Fiber may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process. Coastal Fiber will not provide such information to content owners unless required to do so by court order.

c. No Resale.

The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public Internet access ("Hotspots") or any other

public use of the Service, or for any high volume purpose. All aspects of the Service, except that portion provided by third-party providers, is copyrighted and property of Coastal Fiber.

d. Network Management. Coastal Fiber reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that Coastal Fiber may adopt include, but are not limited to, the following:

(i) a cap on data usage;

(ii) a modification of a customer’s serving facility or service technology, and/or

(iii) a modification of or a limitation on a customer’s data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromises capacity, degrades network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that Coastal Fiber adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

e. Coastal Fiber’s policies may be revised from time to time and, in addition, Coastal Fiber may in its sole discretion voluntarily participate, on terms acceptable to Coastal Fiber, in copyright alert and graduated response programs with other

stakeholders.

Attachment C – Additional Terms for IT Maintenance Agreements

1. Definitions – The following terms and conditions shall apply to the provision and use of the IT Maintenance Services

a. On-Site Services are services which require Coastal Fiber to travel to Customer location to perform the Service.

b. Remote Services means Services performed at Coastal Fiber location without the need to travel.

c. “User” means anyone who uses or accesses any Service purchased by Customer under this Agreement.

d. “Coastal Fiber Service Order” means any application for Service from Coastal Fiber including a purchase order, service contract, local service request, or service order received from Customer either written or electronic.

e. “Servers” means a defined group of computers.

f. “System” means all defined computers and network hardware and software.

2. Services to be performed – All specific Services to be performed by Coastal Fiber will be identified in the Coastal Fiber Service Order.

3. Third Party hardware and software – Neither Coastal Fiber nor Coastal Fiber’s employees are responsible for any third party hardware or software and will have no liability of any kind for Customer’s use of such third party hardware or software. Coastal Fiber does not supply a warranty of any kind with respect to such third-party software or hardware. Coastal Fiber reserves the right to amend or limit any equipment or software they will

provide services for.

4. Change Control Process –

a. General Obligation – Authorization for any change must be authorized by the Customer. The only exception to this policy is for the changes made to correct errors found in System or for “patches” to System as it may not be convenient or advisable to delay applying such changes while waiting for approval. Customer authorizes Coastal Fiber

b. to make these types of changes. Coastal Fiber will report any such changes to the Customer.

c. Change Control Responsibilities – The Customer has the responsibility for approving software changes. Approval for changes will be granted to Coastal Fiber by Customer executing a copy of a Change Control Form. A template form will be supplied to the Customer and will be attached to this Agreement as an addendum.

Privacy Policy

How Coastal Fiber Collects Your Information

Coastal Fiber collects and processes information provided directly by you when you install the App and register for an account to use the App. Specifically, this information includes:

- Your name, email address, location, user’s phone or contact book data, user’s inventory of installed apps, and user’s screen recording;
- Browser information and session cookies related to your access and use of the App;
- Data insights Coastal Fiber attains based on correlation and analytics of your information collected in providing the App, which may be used in aggregated and dis-

aggregated formats or to obtain trend analytics, to provide the App; and
- Use of the above-described collected information in aggregated and dis-aggregated formats to enhance our current App or to provide App features.

How Coastal Fiber Uses the Information

Coastal Fiber uses the information collected as described in this Privacy Policy, including personal information, to:

- Provide you with the App as described in the Agreement;
- Implement, improve and/or enhance the App, including to make future releases available to you;
- Carry out Coastal Fiber obligations as described or authorized in the Agreement and this Privacy Policy;
- Enforce Coastal Fiber rights arising from the Agreement between you and Coastal Fiber; and
- Fulfill any other purpose authorized by you and reasonably required for the App.