



Internet Service Agreement

This Internet Service Agreement ("Agreement") is entered into between Ballantyne Broadband Partners, LLC d.b.a. Optical Communities ("Optical Communities" or "OC" or "we") and the Customer ("Customer" or "you") set forth below. This Agreement may refer to Customer and Optical Communities together, as the ("Parties"). This Agreement, together with the Acceptable Use Policy for Internet Services ("AUP") and the Privacy Notice for All Services ("Privacy Notice"), governs your use of the Internet Access Service and other information, communications and transaction services (collectively the "Service" or "Services") provided to you. This Agreement, the AUP, and the Privacy Notice supersede all prior communications and agreements with regard to this subject matter.

1. Access.

- a) You hereby authorize OC and its employees, agents, contractors, and representatives to enter your premises at which the Services will be accessed (the "Premises") to install a customer premise unit, software, wiring, equipment in addition to maintaining, inspecting, repairing and removing any OC Equipment used in the connection with the Service.
- b) Customers access the Service through a property wide agreement where each customer must complete billing and access documents as provided by their property management for the base or bulk level of service ("Base Service"). Each Customer has the option to subscribe to upgraded services such as higher speeds, Static IP (if available) and other services ("Additional Services") on an individual basis.

2. Service.

- a) You agree to accept the terms of this Agreement and to use the Service in compliance with this Agreement and the AUP by accessing the Base Service, subscribing to Additional Service, or by using the Service or any software or hardware provided by OC or its suppliers. OC may change this Agreement at any time by notifying you or by posting the revised Agreement on its website. Each time you (or other persons authorized by you) use the Service reaffirms your acceptance of the then-current Agreement. If you do not wish to be bound by the then-current Agreement, you may not access or use the Service.
- b) You acknowledge that the Services will be used only for residential purposes.
- c) You acknowledge that OC is not directly affiliated with your community, developer(s) of dwellings, or homeowner association(s) in your community. Residence in or ownership of property in the community does not entitle any person to become a customer, sustain a subscription, or access the Service. OC decides in its sole discretion who may subscribe to the Service.
- d) You acknowledge that each account provides one connection to the Service. You may share the Service among computers and/or IP devices in your residence via a wireless router ("Router") that OC will install in your home. You hereby and acknowledge that the username, passwords, guest password is confidential and must not be shared outside of the members of your household or authorized guest. If you install your own home networking device or service, whether behind the Router or with our permission in place of the Router, it is solely your responsibility to install, maintain and support a means of sharing the connection and securing your home network.
- e) Your service is not transferable if you leave the apartment community, nor is leaving the apartment community grounds for termination of this Agreement. New residents of a former customer's residence must apply to OC for Service and agree to the terms and conditions of this Agreement.
- f) OC may revise, modify or discontinue any or all aspects of the Services, including but not limited to service and equipment prices, products, speed levels and any Terms and Conditions set forth in this Agreement at any time, with or without notice, without liability, and in OC's sole discretion.

3. OC Equipment.

- a) You understand and agree that the Service requires certain equipment provided by you such as a personal computer or IP device(s), if required, and an appropriate operating system (the

"Customer Equipment"), as well as certain equipment owned by OC such as routers, switches, servers, software, wiring and related electronic equipment up to the point in a telecom closet located in your building or floor and inside the structured wiring enclosure located in your home which includes the Router (collectively "OC Equipment"). If you purchase your own router and connect it behind the OC Equipment, it must meet native Ethernet standards. We are not responsible and will not provide support for the Service behind any router or equipment you connect behind the OC Equipment.

- b) The OC Equipment will at all times remain the property of OC. You acknowledge that the OC Equipment is merely a means through which the Service is provided by us and may be removed or changed by us at our discretion as we deem appropriate, including through "downloads" to your computer(s) or otherwise. You agree not to use the OC Equipment for any purpose other than to use the Service pursuant to this Agreement. During the term of this Agreement, OC will repair and maintain all OC Equipment and you agree that the OC Equipment will not be serviced by anyone other than OC employees, contractors, representatives or agents. You shall not sell, transfer, lease, encumber or assign all or part of the OC Equipment to any third party. You will not alter, modify, tamper or relocate the OC Equipment, and not to permit anyone other than an accredited representative of OC to service it. If you change residences or disconnect your Service, you must contact OC for additional information concerning disconnecting the Service, the possibility, costs and procedures for transferring the OC Equipment and Service to your new residence. You shall pay to OC the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, modified, altered, sold, transferred, leased, encumbered or assigned OC Equipment or part thereof, together with any incidental costs including labor, shipping, handling, taxes incurred by us relating to the replacement of the OC Equipment or part thereof.

4. Representations & Warranties as a Customer.

- a) You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use the Service in accordance with this Agreement.
- b) If the Customer is not an individual but a legal entity, the person signing the Agreement hereby represents and certifies to OC that they are duly authorized to execute and deliver this Agreement on behalf of such legal entity to whom the benefit of the Service is being conferred, and that such entity will comply with and be bound by the terms and conditions of this Agreement.
- c) You represent that the customer information that you have provided and will provide to OC during the term of this Agreement, including without limitation your legal name, address, telephone number(s), and payment data (including without limitation credit card numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement.
- d) The Service shall be used only by you and by members of your immediate household living with you at the same address. You acknowledge that you are executing this Agreement on behalf of all persons who use the Service. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. Other users of your account will be bound by this Agreement as if they were you. You agree to indemnify, defend and hold harmless OC and its affiliates and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Service or the breach of this Agreement by you or any other user of the Service.
- e) You will not alter, modify or tamper with any hardware, software, IP addresses, or configuration provided by OC including but limited to: closets or rooms where OC's Equipment is present, including the structured wiring enclosure, routers, switches, modems and/or Analog Terminal Adapter. You further agree that you are responsible for maintaining the confidentiality of the network passwords and for any liability resulting from disclosure of the passwords. You agree that, upon becoming aware that your account is or possibly is being used without authorization, you will immediately notify OC.
- f) You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software on

or in conjunction with any computer(s) or network device connected to the Service that provides for static IP address(es). OC will release &/or recover the dynamic IP address(es) upon disconnection, discontinuance, or termination of the Service or this Agreement.

- g) You agree that OC may institute general, non-discriminatory practices and limits concerning use of the Service. You acknowledge that OC may implement prioritization practices in connection with accessing the Service. You acknowledge that any limits OC establishes may differ for Customers based on factors determined in OC's sole discretion, which may or may not include, among others, a Customer's chosen service level, specific usage patterns, and geographic location. You also acknowledge that OC reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
- h) You agree that it is your responsibility to ensure that your computer system, IP device(s) system and software meets current minimum requirements as being necessary to use the Service. From time to time the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access the Service. You are solely responsible for upgrading your computer systems and software to meet the then-current minimum system requirements. OC will not support configuration of an end user's IP device (or computer).

5. Payment Responsibilities of Customers.

- a) You are solely responsible for any charges to your account and any activities conducted through your account by you or by other persons. All customers of the Service must complete billing and access documents as provided by their property management. These fees may be included in your monthly rent, as an additional fee, or may be covered as an amenity by your property owner.
- b) All customers must provide OC with accurate and complete billing information including legal name, address, telephone number, and credit card billing information, and must report all changes to this information immediately. All customers are responsible for any changes to their billing information, or individual access accounts. By using a credit card or other payment method to pay for any billable portions of the Service, you expressly authorize OC or its agents to charge all fees, applicable taxes, and other charges incurred in connection with your service to the credit card or other payment method you have designated, and such authorization will remain valid while you subscribe to the Service.
 - i. If you have any questions regarding your monthly invoice sent by OC for the Services you must contact OC's billing department no later than 30 days after the original billing date on your invoice, via email at billing@opticalcommunities.com or writing on a separate piece of paper and mailing your inquiry to Optical Communities, PO Box 602798 Charlotte, NC 28260-2798. Phone calls and notations that you make on your checks or material accompanying your invoice will not secure your rights. All charges are considered valid unless disputed in writing within thirty (30) days after the original billing date on your invoice.
 - ii. In the event a credit card has been declined the individual will be notified and have ten (10) days to provide OC with correct billing information or be subject to termination of any additional services. Additional fees will apply to reinstate service. In the event an individual customer's account has been terminated.
 - iii. Your payment must be received in our offices by the due day on the first page of your invoice. Past due amounts are due immediately. Late charges of 1 1/2% of all unpaid balances will be applied every month or portion of month that payment is received after the Payment Due Date. You will be liable for all attorney and collection fees arising out of OC efforts to collect any unpaid balance of your account.
- c) Monthly service charges are billed in advance. Usage, bandwidth call usage and toll charges, if applicable, are billed in arrears.
- d) You accept that Additional Service is automatically billed each month and will continue to be in the future until you terminate your account according to the termination provisions in section 6. You further acknowledge that subscriptions to the Service will continue and renew automatically, unless terminated by OC or by you under the termination provisions in section 6.
- e) OC reserves the right at any time to change its fees and charges for use of portions of the Service, to institute new or additional fees, and to change its policies, methods, and procedures with respect to pricing, billing, cancellations, and surcharges.

6. Termination and Expiration.

- a) The term of this Agreement for the Base Service shall commence upon the activation of your Service and shall continue until the date that you move out of the apartment home community, or terminated as provided for in this Agreement. If you have subscribed to any Additional Services, the term shall continue on a month-to-month basis thereafter until terminated as provided for in this Agreement or until superseded by a revised Agreement.
- b) We may terminate this Agreement and the Service: (i) at any time without prior notice if you fail to comply in full with any term of this Agreement or violate the AUP; or (ii) for any other reason upon thirty (30) days' notice to you. In the event OC terminates the Service for any reason other than your violation of this Agreement &/or the AUP, any fees and charges for Additional Services are for thirty (30) days. No payment will be prorated, except for whole months remaining.
- c) You may terminate this Agreement for Additional Service upon giving OC thirty (30) days written notice of termination, in accordance with the terms of this Agreement. Service is for thirty (30) days. No payment will be prorated, except for whole months remaining. The written notice must contain your full name, billing address and termination date.
- d) Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove or repair any OC equipment and other material provided by OC. This removal will be conducted at an agreed to time. If you remove, alter, modify or tamper any OC equipment, you agree that OC may bill you for the charges referred to in Section 3(b) above, including without limitation charging your credit card if applicable. You also acknowledge that altering, modifying or tampering any OC equipment constitutes a violation of the AUP and may result in the immediate suspension of the Service &/or termination of the Service.
- e) You agree that upon termination of this Agreement: You will immediately cease use of the Service and the OC Equipment, and uninstall and destroy all copies of any software provided to you pursuant to this Agreement or otherwise used by you to access the Service.
- f) You agree that you will not resell the Service to any third parties without prior express written consent from OC. You also agree that you will not provide web hosting and/or web server services to any third parties through the Service. If you violate this clause, then this Agreement shall be subject to immediate termination for both the Base Service and Additional Services, and OC reserves the right to take other appropriate legal action against you.
- g) OC reserves the right to refuse the application or reapplication for the Base Service &/or Additional Services of anyone whose account has been canceled for a violation of the AUP or this Agreement, or anyone whom OC suspects is acting on behalf of someone whose account has been canceled for a violation of this Agreement &/or the AUP. OC reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was involved in a violation of this Agreement &/or the AUP. OC reserves the right to disconnect or temporarily suspend an account without warning if OC believes in good faith that such disconnection or suspension would prevent or stop a violation of this Agreement &/or AUP.
- h) Nothing contained in this Agreement shall be construed to limit OC's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, OC and its suppliers reserve the right to delete all your data, files, electronic messages or other customer information that is stored on OC's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all IP and web space addresses. We shall have no liability whatsoever as the result of the loss of any such data, names or addresses.
- i) All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

7. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES.

- a) You agree that your use of the Service is at your sole risk. You acknowledge that although the Service provides access to the Internet, the Internet is not owned, operated or managed by OC.
- b) OC DOES NOT WARRANT THE SERVICE WILL BE UNINTERRUPTED, AT ANY MINIMUM SPEED, OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED

FROM THE USE OF THE SERVICE. OC DOES NOT GUARANTEE CONNECTIVITY AT ANY TIME, FOR ANY LENGTH OF TIME OR AT ANY PARTICULAR SPEED. THE SERVICE AND EQUIPMENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY OC, ITS EMPLOYEES, AFFILIATES, AGENTS, AND REPRESENTATIVES WILL CREATE A WARRANTY, NOR SHOULD YOU RELY ON ANY SUCH ADVICE OR INFORMATION.

- c) OC SHALL NOT BE LIABLE FOR ANY LOSS OF DATA OR DAMAGE TO HARDWARE THAT OCCURS DURING INSTALLATION OF OR ANY SUBSEQUENT SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF THE SERVICE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO COMPLETELY BACKUP YOUR COMPUTER PRIOR TO INSTALLATION. YOU FURTHER AGREE THAT OC AND ITS EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH YOUR COMPUTER FOLLOWING THE INSTALLATION OF OR ANY SUBSEQUENT SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF THE SERVICE.
- d) With the exception of payment of charges due under this Agreement, OC shall be excused from performance if its performance is prevented by acts or events beyond its reasonable control including but not limited to; accident, fire, severe weather and storms, earthquake or other natural occurrences; power failures; supplier shortages, nuclear or other civil or military emergencies; lockout, strike or other labor dispute, riot or civil commotion, vandalism, civil insurrection, government regulation, act of government, transmission failures in third party telecommunications networks utilized by OC, or any other equipment owned and maintained by others.
- e) OC makes no representation or warranty that any software or content installed on your computer(s) or downloaded from the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service if a virus is found to be present on your system. We are not required to provide you with any assistance in removal of the virus. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER OC NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.
- f) You acknowledge and agree that by using wireless equipment to connect to the Internet, whether OC's wireless equipment or your own wireless equipment, your service may be impacted. Other wireless equipment such as but not limited to microwave ovens, cordless phones, infant monitors, wireless security cameras, wireless routers and other wireless networking equipment may cause interference that can affect the speed and quality of your service. The introduction of such devices in your residence &/or in the community is beyond OC's control, and OC is not responsible for any such sources of interference or the effect they have on service speed and quality.
- g) You acknowledge that we may use the services, equipment and infrastructure and content of others in providing the Service and those third parties may provide components of the Service. We are not responsible for the performance (or non-performance) of such services, equipment, and infrastructure or content of others whether or not they constitute components of the Service. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that provided by content providers (whether or not accessible directly from the Service). Services, equipment, infrastructure and content that are not provided by us (even if they are components of the Service) are not the responsibility of OC,

and we shall have no liability with respect to such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Service.

- h) YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING OC'S OR ITS SUBCONTRACTOR'S NEGLIGENCE, SHALL BE A REFUND OF ANY SERVICE CHARGES AND FEES PAID TO OC UP TO THE TIME THE DAMAGE IS DISCOVERED. OC AND ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, DAMAGES TO PROPERTY, OR LOSS OF BUSINESS.
- i) IN NO EVENT WILL OC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
- j) YOU AGREE TO INDEMNIFY OC FOR ANY VIOLATION OF THIS AGREEMENT, THE AUP, OR APPLICABLE LAW THAT RESULTS IN LOSS TO OC OR THE BRINGING OF ANY CLAIM AGAINST OC BY ANY THIRD PARTY. YOU FURTHER AGREE TO PAY ANY DAMAGES AWARDED AGAINST OC, PLUS COSTS AND REASONABLE ATTORNEY FEES THAT IS A RESULT OF YOUR VIOLATION OF ANY PART OF THIS AGREEMENT OR AUP.
- k) The limitations on liability and the indemnification provisions expressed herein shall inure to the benefit of and apply to OC's parent, subsidiary and affiliated companies, as well as to any agents, representatives or subcontractors performing work on behalf of OC.
- l) No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

8. Miscellaneous

- a) If any provision of this Agreement is held to be unenforceable for any reason, that provision will be reformed only to the extent necessary to affect the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.
- b) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict of law principles. You consent to the exclusive jurisdiction of the state and federal courts situated in Mecklenburg County, North Carolina in connection with any action arising under this Agreement or relating to the Service, and to having any judgment or order from such jurisdiction recognized in any other court, tribunal or other government body in order to have the same enforced against you.
- c) OC is not responsible for service/technical calls or visits if you cannot be reached via phone or a message cannot be left. OC is not responsible for missed service or technical visits due to incorrect resident location as a result of incorrect information in your account. It is your responsibility to immediately report to OC on any service issues experienced.
- d) OC may charge customer for technical or customer support calls at OC's prevailing rates and customer hereby acknowledges this and agrees to pay for said support upon prior notice.
- e) This Agreement binds the Parties, their successors, and their assigns. Except as specifically stated herein, neither the Agreement nor any of your or OC's rights, interests, or obligations may be assigned or delegated by you without the prior written consent of OC. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, OC may assign or otherwise transfer its rights and obligations under the Agreement without restriction.
- f) All prices, packages, Internet speeds, and fees are subject to change at any time with notice.

- g) This Agreement is the final word. No other documents, promises, verbal agreements or negotiations in contradiction to this Agreement, written, verbal, or otherwise are null and void. This Agreement is subject to change without notice.

BY USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL PROVISIONS CONTAINED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT PRIOR TO USING OC'S SERVICES YOU HAVE READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETE COPY OF THIS AGREEMENT.