



## **WOW! BUSINESS CUSTOMER AGREEMENT General Terms and Conditions**

The Customer (sometimes referred to as “you” or “your”) identified on the Service or Work Order (“Service Order”) or Business Customer Agreement (the Service Order and Business Customer Agreement are sometimes referred to together as the “Customer Agreement”) for the installation and delivery of WOW! cable, phone and/or Internet services (the “Service” or “Services”) agrees to be bound by the provisions of: (i) the General Terms and Conditions set forth herein (the “General Terms”); (ii) the terms and conditions set forth in the Customer Agreement; (iii) acceptable use, privacy or other policies, or service guides (the “Service Policies”) adopted by WOW!, which may also include separate service level, product description, service usage or other service agreements (“Ancillary Agreements”); and (iv) for WOW! circuit switched phone customers, the terms and conditions of any applicable WOW! tariffs, which are available for review at [www.wowforbusiness.com](http://www.wowforbusiness.com), are specifically incorporated by this reference and control in the event of a conflict with any other provision of the Agreement (collectively, the “Agreement”), as the same may be adopted and amended from time to time by WOW! in accordance with the General Terms and applicable law. We refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as “WOW!”, “Knology”, “we”, “us”, or “our”. The Services will be provided to you by the WOW! or Knology company that operates in your service area. For our Maryland customers, services are provided by Anne Arundel Broadband, LLC, an affiliate of WOW!. In the event of a conflict or inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to the Agreement (“Addendum”), (2) these General Terms, (3) the Service Policies and Ancillary Agreements, and (4) the Customer Agreement.

1. **Subscription to Services.** WOW! offers its business cable (video), Internet and phone Services as they may exist from time to time and as more particularly described in these General Terms, the Customer Agreement and/or an applicable tariff, to Customers who establish an authorized business account (“Account”) and pay the service fees to subscribe to the Services at rates and fees more particularly described in the Customer Agreement or an applicable price list or tariff. All services are subject to the availability of necessary and suitable facilities, and WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of a service, including but not limited to equipment and system requirements. Customer, by signing or submitting electronically the Customer Agreement (or by using or paying for the Services), subscribes to the identified Services at the specified service locations and agrees to use the Services in compliance with the Terms, as they may be revised, restated, amended and/or supplemented from time to time. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day Phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the “Service Commencement Date.” Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier (the “Effective Date”). When a Service Order becomes effective it shall be deemed part of, and shall be subject to the Agreement.

2. **Tariffs.** Notwithstanding anything to the contrary in the Agreement, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. WOW!’s operating affiliates provides certain telephone services to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided, which are incorporated into the Agreement by this reference, and control in the event of a conflict with any other provision of the Agreement. Some WOW! affiliates may also provide certain interconnection and other services to other WOW! affiliates in other WOW! service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by WOW! or any regulator with jurisdiction, and the Parties agree to be governed by all applicable regulatory orders, rules, and regulations associated with WOW!’s provision of such Services. If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination. In the event that WOW! is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days’ prior written notice to the other party, without further liability. WOW! has included copies of its applicable tariffs on its website at [www.wowforbusiness.com](http://www.wowforbusiness.com) (under “Terms and Conditions”).

### 3. Access to Premises and Installation of System.

- A. Customer grants WOW! the right to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install and provide the Services. Customer further agrees: (i) to provide WOW!'s representative with access at reasonable times to the premises to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the system supplied by WOW! and, upon the termination of Service, to remove the system from the premises (it being understood that WOW!'s failure to remove its property shall not be deemed an abandonment thereof); (ii) not to permit, allow or encourage any other provider of cable, Internet or telecommunications services to utilize any component part or portion of the system installed by WOW!; (iii) not to disturb, alter or change any of the locations of any of WOW!'s system; (iv) not to attach or connect any equipment or devices, directly or indirectly, to the system without the prior written consent of WOW!; (v) not to utilize, interfere with or cause interference with any component part or portion of the system installed by WOW! or permit any activity that would interfere with WOW!'s delivery of Services to the service locations; (vi) to cooperate with WOW! in the installation of the system; (vii) to provide sufficient space within the premises for installation of system equipment and components; (viii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of WOW!); (ix) to allow WOW!, in its discretion, to use for the provision of WOW! Services any existing wiring, conduit and/or other devices located within or installed upon the premises; and (x) to confer upon WOW! all other rights and privileges reasonably necessary or convenient for WOW!'s safe and efficient installation, operation and maintenance of the system and for the full enjoyment and use of the rights described above. Customer agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section. **IF WOW!'S ACCESS RIGHTS TO THE SERVICE LOCATION ARE TERMINATED OR RESTRICTED, EARLY TERMINATION FEES WILL APPLY.**
- B. Each Service Order submitted by Customer shall be subject to an engineering and system installation review by WOW!. The review will determine the extent of existing cable plant and other facilities within the premises, and whether and to what extent WOW!'s cable plant must be extended, built or upgraded in order to provide the ordered Services at the requested service location(s) within the premises. WOW! will provide Customer written notification in the event Service installation at any service location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected service location(s).

### 4. General Use Policies, Limitations and Restrictions.

- A. The Services are to be used solely for ordinary, standard general business and commercial purposes. Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell, sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means; (iii) Customer will adhere to any WOW! policies, rules and regulations provided to Customer. Customer acknowledges that WOW! may change such policies, rules and regulations at any time; and (iv) WOW! may at any time, with or without notice, suspend or terminate services if: WOW! determines in its sole discretion that Customer's use of the services is unlawful, excessive, non-standard, abusive or contrary to WOW! terms or policies, or otherwise interferes with WOW!'s ability to provide the service(s) to you or others; WOW! reasonably believes that your use of the service(s) interferes with or endangers the health and/or safety of our personnel or third parties; or WOW! deems it necessary to prevent harm to our network, fraud or abuse of the service(s). WOW!'s action or inaction under this Section shall not constitute review or approval of your or any other users' use of the service(s) or information transmitted by or to you or users. You understand and agree that suspension of your account may result in a disruption of all services that you subscribe to, including Internet, cable television and phone services.

- B. Customer (or Customer's authorized representative and each end user of Customer's Account) is at least 18 years of age. Customer has provided and will continue to provide to WOW! accurate, complete, and current Customer information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of the Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of the Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of the Agreement.
- C. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. WOW! may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. WOW! reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user. Customer must ensure that all use of its Account complies fully with applicable laws and regulations, and the Terms, including any operating or acceptable use rules and policies that may be promulgated from time to time by WOW!. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of the Terms, whether the breach is the result of use of the Services and/or any WOW! Equipment or software by Customer, its employees, agents, customers, guests or other users. Customer agrees to indemnify, defend and hold harmless WOW! and its affiliates, employees, officers, suppliers and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services and/or the WOW! Equipment or software or the breach of the Terms by Customer or any other user of the Services.
- D. Use of the Services must respect the property rights of WOW! and others. Title and intellectual property rights to the Services are owned by WOW!, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Services without express prior written consent from WOW! and other owners of such material is prohibited.
- E. WOW! shall have the right, upon reasonable prior notice and during Customer's normal business hours, and subject to any reasonable security requirements, to audit Customer's use of the Service, to ensure Customer's compliance with these Terms and any applicable Business Customer Agreement. In the event that WOW!'s audit reveals that Customer's usage of the Service exceeds Customer's rights hereunder or under any applicable Business Customer Agreement, WOW! may charge to Customer an amount equal to one and a half times the Service charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay WOW!'s then-current fees for such additional usage.
- F. Any breach of this Section 4 shall be deemed a material breach of the Agreement. In the event of such material breach, WOW! shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of WOW!, and then to notify Customer of the action that WOW! has taken and the reason for such action, in addition to any and all other rights and remedies under the Agreement.

**5. Payment for Services.** Unless otherwise agreed to in writing, Customer shall pay WOW! all service installation charges prior to the installation of Services. Customer further agrees to timely pay all charges, taxes and fees for the Service, including, but not limited to, installation/service call charges, monthly service charges, WOW! Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in Section 6. Customer may be charged an additional payment convenience fee for payments made through a customer care representative or at a WOW! payment center. Except as otherwise indicated herein or in the applicable Customer Agreement or Service Order(s): (i) the Separate Fees and Charges and nonrecurring charges may be changed by WOW! without notice during the Term; and (ii) recurring monthly charges for Services may be increased by WOW! in accordance with Sections 28 and 29.

**6. Pricing Policy:** Prices and price guarantees exclude taxes and fees, however designated, including but not limited to applicable regulatory, PEG and franchise fees, and regulatory recovery fees, cost recovery charges, Subscriber Line Charges, Network Line Fees, PRI charges, other carrier access fees and/or access fees, Carrier Service Fees, surcharges, the Broadcast TV fee, Sports Surcharge, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, late fee, service call and repair

charges, and measured, per call or other usage-based or separately billed charges (collectively, the "Separate Fees and Charges"). The Separate Fees and Charges will vary depending upon your service location and the services to which you subscribe. Not all of the Separate Fees and Charges apply to all services. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.**

**7. Taxes, Fees and Other Charges.** Customer shall pay all applicable local, state or federal fees or taxes, however designated (which includes any sales, use or excise taxes, and property taxes related to Customer's property). Customer will be responsible to pay any Service charges, payment obligations, fees and taxes that become applicable retroactively. WOW! reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise and PEG fees (if any), regardless of whether WOW! or its affiliates or non-affiliated carriers pay the fees directly or are required or authorized by an order, rule, or regulation of a taxing jurisdiction to collect them from or charge them to Customer. These obligations may include those imposed on WOW!, its affiliates or non-affiliated carriers by statute, order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that WOW!, its affiliates or non-affiliated carriers are required or authorized to collect from or charge to the Customer, or to pay to others in support of statutory or regulatory programs. For example, WOW! may charge its commercial phone customers a monthly regulatory recovery fee to help defray WOW!'s contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Sigecom, LLC or other affiliated or non-affiliated interconnection carrier) charge a Subscriber Line Charge, Network Line Fee and/or Carrier Service Fee to offset costs associated with connecting customers to the telephone network and/or other regulatory costs. **These charges are not a tax, and are not government-mandated and are subject to change.** WOW! may also impose a separate fee to recover or offset specifically identified costs, such as programming or retransmission consent costs. **WOW! may impose a Broadcast TV fee, Sports Surcharge and similar cost recovery fees on those customers who subscribe (whether alone or as part of a bundle of services) to WOW! cable television service. These fees are not a government mandated taxes or fees and are subject to change. The fees are in addition to other charges associated with the WOW! cable television services.** Taxes, government-related fees and non-government mandated charges and fees may be changed at any time with or without notice. **The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.**

**8. Invoices; Late Fees and Other Charges.** Recurring service charges and fees will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for VOD, per-per-view, international calls, directory assistance, operator assisted calls, service calls, maintenance and repairs) will be billed in the next practicable monthly billing cycle following such use. Customer must pay all monthly charges for the Services on or before the due date stated on the monthly bill. If you pay your bill through a customer care representative or at a WOW! payment center, there may be an additional payment convenience fee. Any amounts not paid to WOW! within such period will be considered past due. Failure to pay charges invoiced or failure to pay on time may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of interest, early termination charges, late payment charges (not to exceed the highest charges allowed by law) and/or service charges. **YOU WILL BE ASSESSED A LATE FEE PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 30 DAYS FROM THE BILLING DATE,** in addition to any past due balance. The current late fee is set forth in the price list applicable to your service area or can be provided to you on request. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify the Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect. In the event collection activities are required, a collection and/or trip charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by WOW! will be paid by Customer. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us. In the event Customer pays WOW! an amount in excess of the amount invoiced for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer's next monthly billing statement. **Billing Statement Errors and Disputes.** Notwithstanding anything in these Terms to the contrary, Customer must provide to WOW! written notice of any billing statement errors or disputed charges within sixty (60) days from the date of the bill. Customer should send written notice to: WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. Customer must have and present a reasonable basis for disputing any amount charged. If Customer fails to object to a billing statement in writing within the 60 day period, Customer waives its right to a refund or credit associated with such billing error or

dispute. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction. WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit, service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. **Electronic Check Conversion.** When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, **funds may be withdrawn from your account as soon as the same day we receive your payment**, and you will not receive your check back from the bank. If your payment is returned unpaid, you agree to pay a fee of up to \$30. Returned checks may be represented electronically.

9. **Third-Party Charges.** Customer may incur charges from third party service providers that are separate and apart from the amounts charged by WOW!. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive video options or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

10. **Credit Approval and Deposits.** The Agreement is contingent upon credit verification and approval of the Customer by WOW!. Customer shall provide WOW! with true and correct credit information requested by WOW!. Customer authorizes WOW! to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records and to disclose this information to appropriate third parties for reasonable business purposes. WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Any cash deposit will not, unless explicitly required by law, bear interest and shall be held by WOW! as security for payment of Customer's charges. Customer understands and agrees that EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on Customer's Account on a monthly basis. By providing a cash security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to charge against the credit card or EFT or withdraw from any security deposit or account, for: (i) the repair cost or replacement value (as determined by WOW!) of all WOW! Equipment that is not returned to WOW! undamaged within ten (10) business days after disconnection of Service; and (ii) amounts due to WOW! for Services, fees and other charges. Customer will be refunded the balance of any cash security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for WOW! Equipment, if payment has been made for all amounts due on Customer's Account and Customer returns the WOW! Equipment undamaged. Unless otherwise required by applicable law, refunds of less than \$1.00 will only be paid upon Customer request.

11. **Recurring Charges.** Upon Customer's written request and WOW!'s acceptance of such request, WOW! will accept certain automatic credit card and bank account (EFT) payments for charges generated under the Agreement. By providing WOW! with a credit card or EFT number, Customer authorizes WOW! to charge the card or EFT for all charges generated under the Agreement, until (i) the Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that WOW! stop charging the credit card or EFT. Customer agrees to provide WOW! with updated credit card, EFT or alternate payment information on a timely basis prior to the expiration or termination of the credit card or EFT on file or in the event that Customer's credit card or EFT limit is or will be insufficient to cover payment. If WOW! is unable to charge Customer's credit card or EFT for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by WOW!. WOW! may limit the option to pay by credit card or EFT to specific Services or may discontinue acceptance of credit card or EFT payments in whole or in part upon thirty (30) days prior notice to Customer. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges or damages related to any EFT or credit charge against Customer's Account. Customer agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of a breach of this Section.

12. **Credit Allowances.** Unless otherwise addressed in a separate service level or other written Ancillary Agreement between Customer and WOW!, and except as provided below, in the event of complete failure of a Service due to a technical malfunction within WOW!'s control for twenty-four (24) consecutive hours or more, you

are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. Notwithstanding the foregoing, WOW!, its parent, affiliates and subsidiaries shall have no liability for interruption of any Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law.

**CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! AND ITS AFFILIATES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.**

**13. Exceptions to Credit Allowances.** Except as provided by applicable law or in an applicable service level or other Ancillary Agreement, a Service interruption shall not qualify for the Credits set forth herein if such Service interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through WOW!, including, without limitation, Customer's users; third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in these General Terms. The remedies set forth in this Section and Section 12 shall be Customer's sole and exclusive remedy for any interruption in the Services, outage, unavailability, delay or other degradation in the Services or any WOW! failure to meet the objectives of the Services.

**14. Confidential Information and Privacy.**

- A. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, suppliers and agents who have a need to know for the purpose of performing the Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, suppliers and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by the Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation. "Confidential Information" means all information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Notwithstanding the foregoing, Customer agrees that: (i) WOW! may make references to the fact that Customer is a customer of WOW! and the general nature of Services that Customer purchases from WOW!; and (ii) WOW! may disclose the Agreement to a potential purchaser in connection with a sale of all or a portion of its business or assets, including in connection with a merger or reorganization. The non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section

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14 including, but not limited to, injunctive relief.

- B. WOW!'s privacy policy apply to WOW!'s handling of Customer confidential information. In the event of a conflict between the provisions of this Section and any provision of the privacy policy, the applicable provision of the privacy policy or statement shall prevail in the resolution of the conflict. A copy of WOW!'s privacy policy is available at [www.wowforbusiness.com](http://www.wowforbusiness.com).
- C. WOW! maintains a website that is available to both WOW! customers and others. Use of the website is subject to the WOW! Website Visitor Agreement and the WOW! Website Privacy Statement, both of which are available for review at our website. By accessing and using the WOW! website, you



acknowledge your review of and consent to the WOW! Website Visitor Agreement and the WOW! Website Privacy Statement.

- D. You agree that WOW! may collect, use, store and disclose information concerning you and your use of the Services in the manner and for the purposes set forth in these terms, the WOW! customer privacy policy and/or the WOW! Website Privacy Statement.
- E. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer's Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that WOW may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.
- F. WOW! is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of the Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.
- G. Although WOW! will use commercially reasonable measures to maintain the security of the Services, WOW! assumes no responsibility for the effectiveness of these security measures provided by WOW!.

**15. WOW! Equipment Installation; Loss or Damage.** In order to provide Services, WOW! must install in and upon the Customer's premises certain equipment, including, but not limited to, cabling and related splitters, cable modems, advanced modems and converters provided by WOW!, and other equipment apparatus provided by WOW! (excluding pre-existing conduit, cable and wiring and other equipment owned or purchased by Customer). WOW! will use reasonable efforts to complete any equipment installation work as necessary to activate the service ("Activation") for each service location, as applicable. **WOW! SHALL HAVE NO LIABILITY FOR ITS DELAY IN THE ACTIVATION OF A SERVICE.** Customer agrees to reimburse WOW! for any loss or damage to WOW! facilities or equipment resulting from any cause whatsoever, unless such damage or loss is due to WOW!'s sole negligence or willful misconduct. The WOW! Equipment (including internal wiring installed by WOW!) is and at all times shall remain the sole and exclusive property of WOW!, and Customer agrees that Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the equipment to the premises or otherwise. Customer will not open, alter, misuse, tamper with or remove the WOW! Equipment as and where installed by WOW!, and will not remove any markings or labels from the equipment indicating WOW! (or its suppliers) ownership or serial or identity numbers. Upon termination of a Service or Services, for whatever reason, Customer acknowledges that its right to possess and use the WOW! Equipment shall likewise terminate. In such event, the WOW! Equipment shall be returned to WOW! in the same condition as when received, ordinary wear and tear accepted. Customer will be billed by WOW! for any charges relating to damages exceeding ordinary wear and tear. Following WOW!'s discontinuance of the Services to the service location(s), WOW! retains the right in its discretion to remove or disable any inside wiring installed and owned by WOW!. Customer agrees to safeguard the WOW! Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by WOW!) will not permit anyone other than an authorized representative of WOW! to perform any work on the WOW! Equipment. It is Customer's responsibility to ensure that it has adequate insurance for the equipment and facilities supplied by WOW! and for the loss of or interruption in the Services. Customer is responsible for damage to, or loss of, WOW! Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of WOW!. Customer agrees not to take any action that would directly or indirectly impair WOW!'s title to the WOW! Equipment, or expose WOW! to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following WOW!'s discontinuance of the Services to the service location(s), WOW! retains the right to remove the WOW! Equipment including, but not limited to, that portion of the WOW! Equipment located within the service location(s). To the extent WOW! removes such WOW! Equipment, it shall be responsible for returning the service location(s) to its prior condition, wear and tear excepted.

**16. Software.**

- A. If and to the extent Customer requires the use of software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance

of Customer's subscription for the Service and will terminate immediately upon termination of the Service to Customer for any reason. Customer may not claim title to, or an ownership interest in, any software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by WOW!, including, without limitation, end-user license agreements for the software. WOW! and its suppliers shall retain ownership of the software, and no rights are granted to Customer other than a license to use the software under the terms expressly set forth in the Agreement. WOW! may further require that Customer agree and adhere to a digital content license agreement, which applies with respect to WOW!'s provision in connection with certain features of its internet Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation.

- B. Customer is permitted to archive the software, provided that all such copies contain the same copyright notices and proprietary markings as the original software. Customer will not engage in, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited.
- C. Customer will return to WOW! or destroy all software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

**17. Third Party Software.** WOW! may provide (in the form of an available download, link to another company website, a CD provided to Customer by WOW!, or otherwise) to Customer for use in connection with the Service or

WOW! Equipment certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or WOW! Equipment. All such agreements are incorporated in the Agreement by reference. All end user licenses will terminate upon the termination of the Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service or the WOW! Equipment. WOW! provides no warranty whatsoever for any such software and you agree to indemnify WOW! against and hold WOW! harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

**18. Maintenance and Repairs.** WOW! will repair damage to or, at WOW!'s option, replace WOW! Equipment (excluding, however, inside wiring, whether installed by WOW! or others, as further described below), modify software, and otherwise attempt to correct interruptions of Service, due to WOW! Equipment wear and tear or technical malfunction within WOW!'s control, at WOW!'s expense. Other repair or replacement, including charges for troubleshooting, maintenance and repairs attempted or performed by WOW! or its contractors when the trouble report results from Customer Equipment, will be at Customer's expense. WOW! may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. WOW! will endeavor to give Customer advance notification of such suspensions of service. WOW!'s liability, if any, resulting from a Service suspension or Service outage shall be limited in accordance with Sections 12 and 13 of these General Terms. WOW! does not provide or guarantee continuous service and shall be liable for service interruption only to the extent specified in these General Terms, as described in any applicable State or Federal tariff, or in accordance with applicable law. WOW! shall have no obligation to install, operate, or maintain Customer Equipment. Unless Customer subscribes to the WOW! Inside Wiring Protection Plan, Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring on the Customer's side of the cable modem, router and/or coaxial input connection. All Customer Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by WOW!'s employees or authorized contractors when the difficulty or trouble report results from Customer Equipment.

**Inside Wiring Protection Plan:** WOW! may offer a wire maintenance plan (Inside Wiring Protection Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Inside Wiring Protection Plan will be available at [www.wowforbusiness.com](http://www.wowforbusiness.com), or by calling us at: Illinois, Indiana, Michigan and Ohio 1-888-969-4249; Alabama, Florida, Georgia, South Carolina and Tennessee 1-855-796-9249. Except for repairs and maintenance covered by an applicable Inside Wiring Protection Plan, Customer is solely responsible for maintaining all inside wiring and Customer Equipment within the service location.

**19. Remote Customer Support.** As part of the Services, WOW! will provide a telephone number and email address for inquiries and remote problem support for service disruption. WOW! shall provide support directly to Customer and to Customer employees. The scope of remote support services shall be as determined by



WOW! in its sole discretion from time to time. The support provided is for your use of the Services by means of the WOW! Equipment installed by or on behalf of WOW! and the software, if any, only.

**20. Customer Equipment.** Customer agrees that use of the Services requires certain equipment provided by Customer such as a personal computer, cable modem and/or an appropriate operating system ("Customer Equipment"). WOW! shall have no obligation to provide, maintain or service the Customer Equipment. The current minimum technical and other requirements for Customer Equipment (including without limitation required computer hardware) in connection with the Services are posted on our website at [www.wowforbusiness.com](http://www.wowforbusiness.com) or on another web site about which you have been notified. These minimum requirements may be revised by us from time to time. If you proceed with the installation of or use the Service in conjunction with Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the cable modem, and (ii) the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS

WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE OR DATA. NEITHER WOW! NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in the Agreement. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Services. WOW! assumes no responsibility for the condition or repair of any Customer Equipment or other equipment owned by any third party. WOW! is not responsible or liable for any loss, impairment or disruption of a Service due, in whole or in part, to a malfunction or defect in such Customer Equipment. If any Customer Equipment requires modification or reprogramming to make it compatible with WOW! provided Service,

WOW! shall not be liable for any applicable costs associated with modification or reprogramming charges.

Customer further: (i) agrees to adequately repair and maintain all of the Customer Equipment and third party equipment (including any internal wiring) so that it does not interfere with the normal operations of the WOW!'s broadband system; (ii) agrees that it will not attach anything to the internal wiring or equipment that impairs the functionality or integrity of WOW!'s broadband system; and (iii) represents and warrants that it owns the cable, wiring (and devices connected to that wiring) and conduit currently located within and upon the premises and agrees that WOW! shall have full access to and use of such cable, wiring and conduit for the provision of WOW!'s services during the term of the Agreement.

- 21. General Warranty Limitations; Limitation of Liability.** CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. WOW!, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE "WOW! ENTITIES") MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. WOW! SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF PROGRAMMING OR INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. WOW! MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH FAILING TO BACK-UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA.

CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH "FILE SHARING." CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT WOW! HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT WOW! HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON WOW! ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. EXCEPT FOR THE CREDITS SPECIFIED IN THESE GENERAL TERMS AND TO THE FULLEST EXTENT PERMITTED BY LAW: (I) IN NO EVENT SHALL THE WOW! ENTITIES BE LIABLE FOR ANY DIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF GOODWILL OR PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER), ARISING OUT OF OR IN RELATION TO THE AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE WOW! SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH WOW!'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY; AND (II) IN NO EVENT SHALL THE WOW! ENTITIES LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT EXCEED THE GREATER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION OR FIVE (\$5.00) DOLLARS. THE FEES FOR THE SERVICES SET BY WOW! HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE WOW! ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THE AGREEMENT.

22. **Limitations on WOW!'s Liability for Customer Equipment and Software.** Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the WOW! Equipment and the Services. Except for gross negligence or willful misconduct by us, the WOW! Entities shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by WOW!, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. WOW! makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. 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. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

WOW! does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WOW! NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES OR DATA.

YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF OUR SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH OUR SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER

PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THE AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE WOW! ENTITIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT.

**23. Limitations on WOW!'s Liability for Third Parties.** Notwithstanding anything to the contrary in the Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. WOW! is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. WOW! shall not be bound by any undertaking, representation or warranty made by an agent, or employee of WOW! or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of the Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). WOW! is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of 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 Services and WOW! assumes no liability for any program or information distributed over the cable system. WOW! shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Services. The limitations of liability set forth in the Agreement apply to any acts, omissions, and negligence of WOW! and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

**24. Indemnification.** CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (I) THE USE OF THE SERVICES, WOW! EQUIPMENT OR SOFTWARE BY CUSTOMER (INCLUDING ITS EMPLOYEES, AGENTS AND OTHER USERS WHO ACCESS CUSTOMER'S ACCOUNT) OR OTHERWISE ARISING OUT OF THE USE OF CUSTOMER'S ACCOUNT, THE SERVICES, THE WOW! EQUIPMENT OR SOFTWARE; (II) BREACH OF THE AGREEMENT; AND/OR (III) VIOLATION OF APPLICABLE LAW, INCLUDING LAWS RELATING TO LIBEL, SLANDER, PROTECTION OF PATENTS, COPYRIGHTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS. WOW! RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE SERVICE, AND/OR REMOVE CONTENT FROM THE SERVICE, IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER'S USE OF THE SERVICE DOES NOT CONFORM TO THE REQUIREMENTS SET FORTH IN THE AGREEMENT, INTERFERES WITH WOW!'S ABILITY TO PROVIDE THE SERVICE, OR VIOLATES ANY LAWS OR REGULATIONS. WOW!'S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICE OR CONTENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER'S ACCOUNT) BY USE OF THE SERVICES.

THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THE AGREEMENT.

**25. Complaint Resolution.** Customer may submit a complaint to WOW! with regard to any aspect of the Service, including the quality of the reception of video services, at any time. WOW! maintains a toll-free telephone number (1-888-969-4249) that is available 24 hours a day, 7 days a week. When a call is received regarding a service related issue, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR may if necessary schedule a service technician to visit your business. If the problem cannot be resolved by the CCR, the problem will be referred to a supervisor who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, 1-888- 969-4249, in writing at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015 or by emailing us from the "Contact Us" section on [www.wowforbusiness.com](http://www.wowforbusiness.com). WOW!'s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of

future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!. If Customer is dissatisfied with WOW!'s handling of a complaint, Customer can also contact the local or state franchising authority. Information regarding Customer's local or state franchising authority can be found on Customer's monthly billing statement, or by calling 1- 888-969-4249. Our Illinois customers also have the right to request mediation and to review in a court of competent jurisdiction. Our Michigan customers can file a complaint with the Michigan Public Service Commission (MPSC), which provides for an informal mediation process. Further information regarding our complaint resolution processes is contained on our website at [www.wowforbusiness.com](http://www.wowforbusiness.com).

26. **Binding Arbitration; Mediation.** UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER ANY SECTION OF THE AGREEMENT. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS' FEES OR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR MULTIPLIED DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. IF ANY CLAUSE WITHIN THIS ARBITRATION PROVISION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE IDENTIFIED ABOVE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION PROVISION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT. IN THE EVENT THIS ENTIRE ARBITRATION PROVISION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT IN A DISPUTE THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION PROVISION, YOU AND WOW! HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

NOTWITHSTANDING THE FOREGOING, PURSUANT TO AND TO THE EXTENT REQUIRED BY THE ILLINOIS CABLE AND VIDEO CUSTOMER PROTECTION LAW (EFFECTIVE JANUARY 1, 2008), IN THE EVENT CERTAIN ISSUES WITH REGARD TO OUR CABLE SERVICE IN ILLINOIS IS NOT RESOLVED THROUGH WOW!'S INFORMAL PROCESS, A LOCAL UNIT OF GOVERNMENT OR THE CUSTOMER MAY REQUEST NONBINDING MEDIATION WITH WOW!, WITH EACH PARTY TO BEAR ITS OWN COSTS OF SUCH MEDIATION. SELECTION OF THE MEDIATOR WILL BE BY MUTUAL AGREEMENT, AND PREFERENCE WILL BE GIVEN TO MEDIATION SERVICES THAT DO NOT CHARGE THE CONSUMER FOR THEIR SERVICES. IN THE EVENT THE INFORMAL PROCESS DOES NOT PRODUCE A SATISFACTORY RESULT TO THE CUSTOMER OR THE LOCAL UNIT OF GOVERNMENT, ENFORCEMENT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION. CERTAIN COMPLAINTS FILED WITH THE MICHIGAN PUBLIC SERVICE COMMISSION (MPSC) ARE ALSO SUBJECT TO A MEDIATION AND HEARING PROCESS, AS PRESCRIBED BY THE MPSC.

27. **Sole Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply to you. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
28. **Term and Renewal.** The term of the Agreement shall commence on the Effective Date and be for the period specified in the Business Customer Agreement or Service Order (or, if not so specified, the term shall be one (1) year), following the Service Commencement Date (the "Initial Term"). **Upon expiration of the Initial Term, the Agreement (including each applicable Business Customer Agreement or Service Order) shall**

**automatically renew for successive periods of one (1) year each (“Renewal Term(s)”)**, unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial Term or the then current Renewal Term. The then current General Terms and Service Policies shall apply for each Renewal Term. Effective at any time after the end of the Initial Term and from time to time thereafter, WOW! may modify the charges for its recurring monthly Phone and Internet Services, subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. WOW! may modify the charges for its recurring monthly Cable television services at any time, subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Cable television service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. All other charges (including, as applicable and without limitation, taxes, fees, regulatory recovery fees, cost recovery charges, carrier fees, Subscriber Line Charges, Network Line Fees, Carrier Service Fee, carrier access fees, the Broadcast TV Fee, Sports Surcharge, and non-recurring, optional, measured, usage-based and special service charges such as: charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls; charges for VOD, pay-per-view and other video service charges; and charges for other optional services and equipment not included in the base monthly service charge) may be modified at any time.

29. **Other Permitted Changes in Rates.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government or quasi-government-imposed charges that increases the costs or other terms of WOW!’s delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by WOW! in providing the Service, Customer acknowledges and agrees that WOW! may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided WOW! notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies WOW! at least fifteen (15) days in advance of Customer’s requested termination date. Further, in the event that WOW! is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and WOW! is required under applicable law to apply those rates to Customer’s purchase of Service under the Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern WOW!’s delivery of, and Customer’s use or consumption of the Service. In addition, if WOW! determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then WOW! may terminate the Agreement as to any or all of the Services and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.
30. **Termination; Early Termination Charges.** Customer shall have the right to terminate for convenience a Customer Agreement in whole or part, at any time during the Service Term upon at least sixty (60) days prior written notice to WOW!, and subject to payment to WOW! of all outstanding amounts due for the Services, any and all applicable termination charges as described below and the return of any and all WOW! Equipment. Either party may terminate a Customer Agreement for cause if written notice is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. “Cause” is any material breach of the terms of the Agreement. Notwithstanding the forgoing, a Customer Agreement may also be terminated by WOW! for cause without prior notice: (i) if Customer fails to timely pay for the Services; (ii) if Customer uses the Services in violation of applicable law, or WOW!’s acceptable use or other policies; (iii) in accordance with any applicable tariff on file with applicable regulatory authorities; or (iv) if WOW! determines in its sole discretion that the termination of Services and the Customer Agreement is necessary to protect itself, its customers or the general public against acts of fraud and other unlawful activities. WOW! may also terminate a Customer Agreement immediately without incurring any liability whatsoever if: (i) any local, state, national or international law makes it unlawful for WOW! to provide a service to Customer, or (ii) WOW! is unable to secure or maintain the necessary facilities or utilities required to provide a service to Customer. Rates for the Services and associated discounts are based on Customer’s agreement to purchase such Services for the entire applicable Service Term. The Service Term begins on the Service Commencement Date and continues for the period of time specified in the Service Order, unless earlier terminated in accordance with these General Terms. Notwithstanding anything in the Agreement to the contrary, Customer’s termination of a Customer Agreement before the expiration of the agreed upon Service Term without cause (including a termination for convenience) or WOW!’s early termination of a Customer Agreement for cause, will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! incurred before or after the Service Commencement Date including, but not necessarily limited to, site survey costs, construction and installation costs, Custom Installation Fees, discounts, credits or competitive contract

buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Service Term without cause will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of WOW! incurred before or after the Service Commencement Date including, but not necessarily limited to, site survey costs, construction and installation costs, Custom Installation Fees, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Term.

Unless otherwise agreed to by Customer, non-bulk cable television video services are not subject to early termination fees. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate a Customer Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

31. **Effect of Expiration or Termination of the Agreement or a Service Order.** Upon the expiration or termination of a Customer Agreement for any reason: (i) WOW! may disconnect the applicable Service; (ii) WOW! may delete all applicable data, files, electronic messages, voicemail or other information stored on WOW!'s servers or systems; (iii) if Customer has terminated the Customer Agreement prior to the expiration of the Service Term without cause, or if WOW! has terminated the Customer Agreement prior to the expiration of the Service Term for cause, WOW! may assess and collect from Customer applicable termination charges (as described above in Section 30); (iv) Customer shall permit WOW! access to retrieve from the applicable service locations any and all WOW! Equipment (however, if Customer fails to permit access, or if the retrieved WOW! Equipment has been damaged and/or destroyed other than by WOW! or its agents, normal wear and tear excepted, WOW! may invoice (or collect from in accordance with Section 10) Customer for the full replacement cost of the relevant WOW! Equipment, or in the event of minor damage to the retrieved WOW! Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable software shall automatically terminate, and Customer shall be obligated to return the software to WOW!.
32. **Price Lists, Channel Line-ups and Service Information.** While we try to ensure that all prices, channel line-up, programming and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.
33. **Deletion of Customer Information.** WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, email, files, or other information that is stored on WOW!'s or its suppliers' servers or systems. Customer understands and acknowledges that WOW! shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, email, files, or other information.
34. **Ownership of Telephone Numbers and Addresses.** Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. We may modify or change these numbers and addresses at any time without notice and shall in no way be required to compensate you for these changes.
35. **Customer Compliance with Applicable Law and Regulations.** Customer understands and agrees that, unless otherwise specifically agreed by WOW! in a separate written agreement, the services provided by WOW! are not



designed to satisfy Customer's obligations under applicable law and regulations, such as HIPAA, SOX and PCI. In particular, unless otherwise specifically agreed by WOW! in a separate written agreement, Customer agrees that WOW! is not a business associate for HIPAA purposes. Customer is solely responsible for its obligations under applicable law and regulations, and is solely responsible for implementing proper controls to comply with its obligations.

36. **Password Security.** For certain WOW! services, WOW! requires the creation of a customer user identification and/or password that enables access to services and account information. Customer agrees that it will immediately change any default user identification and/or password and will be responsible for the confidentiality, security and use of user identifications and/or passwords. Customer shall immediately notify WOW! if there has been an unauthorized release, use or other compromise of any user identification or password. WOW! shall not be liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's user identification and/or password.

37. **Additional Phone Service Terms, Restrictions and Advisories.** In addition to the provisions of these General Terms generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to certain of WOW!'s Phone Services. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services ("VOIP Phone"), which may include Hosted VoIP services. Our VoIP Phone services, as well as certain other specialized phone products, have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

A. **General Use Restrictions.** Except as otherwise provided in the General Terms and Conditions, WOW! Phone Service is intended for ordinary commercial use only and may only be used at service location(s) where such service is installed by WOW!. Customer understands and acknowledges that if Customer attempts to install or use the WOW! Equipment or VoIP Phone service at another location, the phone service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves WOW! Phone Service to another location without first notifying and securing the approval of WOW!. Customer expressly agrees not to: (i) interfere with or impair any service over any facilities and associated Equipment or impair the privacy of any communications over such facilities and associated Equipment; (ii) sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Phone Services or any component or combination thereof; (iii) in any manner use the Service in a way that results in non-standard calling patterns or practices, including but not limited to, use of the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans, PBX hacking or modem hijacking resulting in excessive usage of long distance service, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns, as determined by WOW!; or (iv) augment the WOW! Phone Service or features, in any way as to change the functionality of the services or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or these Terms. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle. IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER'S USE OF WOW! PHONE SERVICE IS EXCESSIVE, ABUSIVE OR IN VIOLATION OF THESE TERMS, WOW! RESERVES THE RIGHT, AMONG OTHER THINGS, TO TERMINATE OR MODIFY THE WOW! PHONE SERVICE IMMEDIATELY AND WITHOUT NOTICE.

B. **VOIP PHONE SERVICE E911 ADVISORY; Limitations Affecting Access to Phone and 911 Services.** IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE. FOR SOME SERVICES, WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT

OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW PROVIDED ADVANCED MODEM WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT MODEM WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES. You agree to defend, indemnify, and hold harmless WOW!, its officers, directors, employees, affiliates, suppliers and agents and any other service provider who furnishes services to you in connection with WOW! phone service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the phone service, including 911 dialing and/or inability of you or any third person or party or user of your service to be able to dial 911 or to access emergency service personnel and the operation of any medical monitoring device, or home security or alarm monitoring system.

- C. **Maintenance.** From time to time, WOW! will provide scheduled and unscheduled maintenance to customer premises equipment and the WOW! network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting on our website at [www.wowforbusiness.com](http://www.wowforbusiness.com). WOW! will make a commercially reasonable effort to schedule maintenance of an expected duration of less than two hours after 12:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin during normal business hours. WOW! will also provide prior customer notification of scheduled construction and repair activities by posting such notice on our website at [www.wowway.com](http://www.wowway.com) and/or providing other customer notification.
- D. **EMTA Battery.** FOR CERTAIN OF ITS VOIP PHONE SERVICES, WOW! HAS PROVIDED AN ADVANCED MODEM ("EMTA") WHICH MAY PROVIDE BATTERY BACK-UP POWER. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE AND DURATION OF ANY BATTERY BACKUP IS NOT GUARANTEED. THE BATTERY MAY NOT BE PROPERLY INSTALLED, MAY HAVE BEEN REMOVED, MAY FAIL, MAY PROVIDE POWER FOR ONLY A LIMITED TIME, OR MAY BE EXHAUSTED. IF THERE IS NO BATTERY BACKUP OR THE BATTERY BACKUP DOES NOT PROVIDE POWER, THE SERVICES WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED. When the "Replace Battery" light is illuminated on your EMTA, the battery is not functioning and consequently your phone service will not function in the event of a power outage. When the "Battery Low" light is illuminated, the battery is functioning, but will provide less than four hours of power back-up in the event of a power outage. IT IS YOUR RESPONSIBILITY ALONE AND NOT WOW!'S TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW." For instructions on obtaining and installing replacement batteries in your EMTA, please go to [www.wowforbusiness.com](http://www.wowforbusiness.com) or call: Illinois, Indiana, Michigan and Ohio 1-888-969-4249; Alabama, Florida, Georgia, South Carolina and Tennessee 1-855-796-9249. AS A CONDITION TO SUBSCRIBING TO WOW! PHONE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING YOUR BATTERY AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS.
- E. **Security Systems and Medical Monitoring Devices.** You understand and acknowledge that WOW!'s VOIP Phone service: (i) does not support rotary-dial telephones, DSL on the same line or any features, calling functions or certain call types not specifically listed in WOW!'s product literature; and (ii) may not support or be compatible with certain medical monitoring devices or security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that WOW! installs and configures WOW! Phone to operate with Customer's medical monitoring equipment or security system, Customer expressly acknowledges that: (x) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring services, test the functioning and compatibility of the equipment and/or alarm monitoring services with WOW! Phone; and (y) the Service has certain limitations as described herein that may affect the reliability and functionality of the medical monitoring equipment and security systems. Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES

ALL CLAIMS AGAINST THE WOW! ENTITIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WOW! ENTITIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! SERVICE.

- F. **Service and Feature Modifications.** WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Phone, including but not limited to equipment and system requirements.
- G. **CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.
- H. **Directory Listings.** WOW! may publish and distribute telephone directories in print, on the Internet and on CDs. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. WOW! also makes customer information available at a charge through directory assistance operators. WOW! may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. WOW! takes reasonable precautions to ensure that non-published and non-listed numbers are not included in telephone directories or directory assistance services, although WOW! does not guarantee against errors. THE AGGREGATE LIABILITY OF THE WOW! ENTITIES FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS OR PUBLICATIONS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN "UNLISTED" LISTING) IS LIMITED TO THE AMOUNT ACTUALLY PAID TO WOW! TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED LISTING. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS.
- I. **Porting of Telephone Numbers.** For new phone customers, until your telephone number is ported to WOW!, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT, DURING THIS PORTING PROCESS, WOW! ASSUMES NO RESPONSIBILITY AND HAS NO LIABILITY FOR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.
- J. **Voicemail.** Customers who subscribe to WOW! Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, WOW! shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling WOW at 1-888-969-4249.
- K. **Usage Based Charges.** Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and per call or time-based charges (e.g., international calling and certain measured or limited use calling plans), are posted to the WOW! website [www.wowforbusiness.com](http://www.wowforbusiness.com). Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change. For billing purposes, a time-based call begins when the

call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges WOW!, its affiliates, or suppliers as if your call were answered by the called party, WOW! will charge you for a completed call. If the computed charge for a time-based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Voice Trunk Services may include a usage based fee for "bursted" traffic. Bursted traffic, and associated fee, only occurs when the number of simultaneous calls exceeds the trunk capacity purchased. For example, if the purchased call path package included 10 trunks, and during the calendar month, peak simultaneous calls resulted in twelve trunks being used, then the incremental two trunks would be billed as bursted traffic. Bursting is billed based upon usage during a calendar month, and is billed in arrears. Bursting functionality is enabled by default, and is provided to help ensure that your business does not miss phone calls. Bursting can be disabled upon request if you prefer to limit the number of simultaneous calls on your Voice Trunk service.

- L. **Third Party Charges.** The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- M. **Retention of Rights.** Nothing contained in the Agreement shall be construed to limit WOW!'s rights and remedies available at law or in equity. WOW! and its suppliers reserve the right both during the term of the Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on WOW!'s or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.
- N. **Toll Free Services.** Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with WOW!, Customer must have Voice Services, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's WOW! account, or (2) purchase a new Digital Voice telephone number to map to the TFN.. If Customer fails to take immediate action as indicated above, WOW! will disconnect the TFN. WOW! shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.
- i. When ordering Toll Free Service, as set forth or referenced in each applicable Service Order Customer authorizes WOW! to act as its agent in initiating and provisioning such Toll Free Service.
  - ii. Toll Free Service is subject to the toll free pricing identified in the applicable Service Order.
  - iii. Unless otherwise stated in a Service Order, usage-based charges will be billed on either a per-minute or per-message basis. Service calls invoiced on a per-minute basis will have an initial minimum call duration of, 18 seconds subsequent intervals 6 seconds each.
  - iv. Subject to the terms and conditions herein, Toll Free Services are intended for commercial use only.
- O. **Voice Trunk Services.** Subject to service availability and any applicable Ancillary Agreement, Customer may order Voice Trunk Services. Voice Trunk Services are not intended for residential use. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below and in any applicable Ancillary Agreement.
- i. Customer action is essential to the protection of its employees and other users of the Voice Trunk Services, as described below. Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. If Customer does not take action as described below, fire, police and

other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.

- ii. WOW! offers the opportunity for Customers to designate up to ten different zones within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each zone exactly as it should appear to the 911 call taker. For each zone requested, up to ten, Customer will receive a phone number that WOW! will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.
- iii. Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not WOW!, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the WOW! Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Voice Trunk Services from WOW!.
- iv. WOW! will post only the main billing telephone number in the 911 database or databases using Customer's address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify WOW! at least five (5) days prior to moving the Voice Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Voice Trunk Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.
- v. Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.
- vi. Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that WOW! does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.
- vii. WOW! shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of WOW! utilized in the provision of Voice Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call. Voice Trunk Service is subject to the trunk service pricing identified in the applicable Service Order. Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with Voice Trunk Services will be billed on basis of six (6) second increments with a minimum call duration of 18 seconds. For purposes of this section, "domestic" means calls within the continental United States.

- P. **Hosted VoIP Services.** In some service areas, WOW! offers Hosted VoIP services that have additional restrictions and limitations. **BEFORE RECEIVING HOSTED VOIP SERVICES, ALL SERVICE RESTRICTIONS AND LIMITATIONS ASSOCIATED WITH HOSTED VOIP SERVICES, INCLUDING LIMITATIONS REGARDING E911 ACCESS AND "OFF-NET" USE OF THE SERVICES.**

- Q. **Voice Trunk Service (PRI & SIP Trunks).** In some service areas, WOW! offers Voice Trunk services that have restrictions and limitations in addition to those otherwise described above. **BEFORE RECEIVING VOICE TRUNK SERVICES, ALL CUSTOMERS ARE REQUIRED TO SPECIFICALLY ACKNOWLEDGE AND AGREE TO THE SERVICE REQUIREMENTS, RESTRICTIONS AND LIMITATIONS ASSOCIATED WITH SUCH SERVICES.**
- R. By subscribing to and using phone products such as Voice Trunk Services, VoIP, and/or Hosted VoIP services, you must agree to assume all risks associated with the restrictions and limitations of the service. YOU HEREBY WAIVE ALL CLAIMS AGAINST WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF: (I) THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! EQUIPMENT OR SERVICE; AND (II) YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.
- S. **Unlimited Long Distance (LD) Plans.** In some service areas, unlimited LD voice plans are available to WOW! Business customers who choose the service and pay the applicable fees. These services are available on certain voice packages as specified on the Service Order or other documentation for those packages. Unlimited LD voice plans apply only to 1 + domestic direct-dialed, live voice long distance calls in the continental United States. **WOW! Business unlimited voice services are for normal business use only, and cannot be used with any of the following: call centers; autodialers or any similar types of devices; modems, data transmission or similar equipment; broadcast fax transmissions; or, Centrex, foreign exchange, public telephone, ISDN, or the equivalents of any such services. Customer lines associated with education institutions (colleges, Universities, etc.) or other businesses that aggregate end user traffic are not eligible for unlimited voice plans.** WOW! Business unlimited voice plans do not include multi-party conference calls, 900 number calls, directory assistance, or operator services; additional charges may apply. Taxes, fees and other charges, including Universal Service Fund and other Separate Fees and Charges, apply. WOW! reserves right to deny or terminate service, without notice, to anyone who uses WOW! Business unlimited plans in any manner prohibited above or whose usage adversely impacts our network or service levels. Similarly, WOW! Business reserves the right to deny or terminate WOW! Business unlimited LD voice plans where usage, in WOW! Business's sole determination, is inconsistent with normal business use or otherwise indicates possible resale, abuse or automated use of the unlimited voice services. WOW! Business unlimited voice plans may be modified or discontinued at any time, and may be subject to other terms and conditions contained in a separate service guide or agreement.
- T. **Nomadic Functionality of certain Phone Service and WOW! Equipment.** WOW! may sell or provide certain phone service and WOW! Equipment with nomadic functionality. In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by WOW!, including without limitation, updating the service location associated with the nomadic phone service or WOW! Equipment. Customer updates to the service location must be made a minimum of 72 hours prior to moving nomadic services and/or WOW! Equipment to ensure the records update is in place by the time of the relocation. **911/E911 Limitations for Nomadic users.** WOW! only supports 911/E911 calls in those areas of the U.S. where WOW! can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls from nomadic WOW! Equipment will reach the emergency authority associated with the original registered service location unless Customer updates the service location address. WOW! will be unable to register any service location provided in conjunction with the use of nomadic phone service and/or WOW! Equipment that is outside its 911/E911 phone service support area. In such circumstances, Customer will be required to use an alternative means of accessing 911/E911.
- U. **Customer-initiated 911 Testing.** If Customer chooses to make test calls to 911, it agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.
- V. **Suspension and Termination by WOW!.** Customer understands and acknowledges that WOW! Phone Service, including 911/E911, as well as all online features of the Service, where WOW! makes these features available, will be disabled if Customer's account is suspended or terminated.



W. **Change in Regulatory Status.** Customer acknowledges and understands that certain of the WOW! phone Services use Voice over Internet Protocol (VOIP) to transmit calls. At present, VOIP is not regulated as a “telephone” service. Important distinctions exist between regulated telephone service and the information Service offering provided by WOW!. The Service is subject to different regulatory treatment than telephone service. This treatment may, for example, limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies. The FCC and State regulators are currently reviewing the proper regulatory status of VOIP services. Customer agrees that WOW! retains the right to restate the Agreement to the extent necessary to comply with any change in or clarification to applicable law that impacts upon the Service. WOW! may, in its sole discretion, immediately terminate the Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!’s ability to provide the Services herein.

38. **Additional Internet Service Terms, Restrictions and Advisories.** In addition to the provisions of this Agreement generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Internet Service. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

A. **WOW! Policies.** Customer agrees at all times to adhere to the current WOW! policies, including its DMCA, E-mail Retention and Internet Acceptable Use Policies (AUP), which are available for review at our website, [www.wowforbusiness.com](http://www.wowforbusiness.com), and are incorporated into the Agreement by this reference. Upon any violation of the AUP or other policy by Customer or another user through use of Customer’s Account, WOW!, in addition to all of its other available legal or equitable remedies, may take any responsive actions that it deems appropriate, including: (i) temporary or permanent removal of content, (ii) temporary or permanent blocking of websites, and/or (iii) the immediate suspension or termination of all or any portion of the Service. Notwithstanding anything to the contrary in the Agreement, you acknowledge and agree that the terms of the DMCA, E-mail Retention Policy, AUP and any other applicable WOW! policies may be put into effect or revised from time to time without notice by posting a new version of the AUP or the other policy to the WOW! website at [www.wowforbusiness.com](http://www.wowforbusiness.com). Accordingly, you and other users of the Service should consult the AUP and all other posted policies regularly to conform to the most recent version. CUSTOMER AGREES TO: (I) INDEMNIFY, DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER ENGAGING IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THE WOW! POLICIES OR RESULTING FROM CUSTOMER’S VIOLATION OF THE POLICIES RELATED TO THE SERVICE. CUSTOMER’S INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE APPLICABLE CUSTOMER SUBSCRIPTION AGREEMENT; AND (II) ANY ADDITIONAL LIMITATIONS OF LIABILITY SET FORTH IN THE POLICIES.

**B. Restrictions on Use; Monitoring Service Use.**

- i. Customer acknowledges that the WOW! Internet service may provide its employees and other users with a connection to the Internet that may be unfiltered, and that WOW! neither controls nor assumes any responsibility for any content on the Internet or that is posted by a subscriber. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk. Customer is solely responsible for the content that is viewed, posted or transmitted by it, its employees and other users of Customer’s Account, and agrees to indemnify, defend and hold the WOW! Entities harmless from and against any claims, liabilities, damages and expenses, including attorney’s fees, arising out of or relating to content accessed, posted or transmitted by Customer’s employees and other users through the WOW! Internet service. Customer shall ensure that each of its employees, contractors, customers, guests and other users with access to the Internet Service complies with the Terms and uses the Service only in accordance with any WOW! acceptable use or other applicable policy and all applicable laws and regulations. In all events, Customer and its users must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, you shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.
- ii. WOW! shall have no obligation to monitor postings or transmissions made in connection with the Service, however, Customer acknowledges and agrees that WOW! and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with the Agreement and WOW! policies, and as otherwise required by law or government request. WOW! reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any

information or materials, in whole or in part, that, in WOW!'s sole discretion, is unacceptable, undesirable or in violation of the Agreement or WOW! policies. Customer agrees that WOW has the right to take any action WOW! deems appropriate to protect the Service, its facilities for provision of the Service, or the WOW! Equipment, including but not limited to restricting or prohibiting the posting of any material that interferes with WOW!'s ability to provide the Service.

- iii. You understand and agree that if you type a Uniform Resource Locator (URL) which contains a nonexistent or unassigned domain name, or enter a search term into your browser address bar, WOW! may present you with a WOW! web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN, similar error message or browser assigned query. WOW!'s provision of the web search page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive these pages from WOW!, you should follow the opt-out instructions that are available by clicking on the "About", "Opt Out" or similar link on the page.
  - iv. WOW! automatically measures and monitors network performance and the performance of your Internet connection and our network. We may also monitor and record information about your computer, equipment profile or settings and the installation of software we provide. You agree to for the purpose of providing the Service. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of WOW! or its authorized vendors, contractors and agents. WOW! reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Customers. Should WOW! change such password(s), we will use reasonable means to notify the Customers affected, which may include notice by email and/or through notice on our website.
  - v. The Service is for Customer's use only at the specified service locations. Customer is specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means.
  - vi. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS THAT ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS AND MODEMS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; AND THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER AND MODEM.
  - vii. Customer acknowledges and agrees that WOW! shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. In its sole discretion, WOW! may: (i) limit excessive use of bandwidth; (ii) suspend, terminate or limit a Customer's Account for excessive use of bandwidth; (iii) require Customer to upgrade Customer's service level and pay additional fees in accordance with WOW!'s Price List; (iv) require the payment of one and a half times the Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees.
  - viii. WOW! further reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if WOW! (i) determines that such use or information does not conform with the requirements set forth in the Agreement, (ii) determines that such use or information interferes with WOW!'s ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions or policies for use.
- C. Security.** WOW! recommends that the Customer implement security measures such as a "firewall" to protect the Customer's system from the hazards involved in getting connected to the Internet. Customer assumes full responsibility for any security measures relating to Customer's connection to WOW!'s Internet Service, and Customer waives any and all claims against WOW! for such security measure issues.

**D. Eavesdropping.** Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive or confidential information posted, stored, transmitted or disseminated by you is done so at your sole risk, and the WOW Entities shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that

software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.

**E. File Sharing.** WOW! recommends that Customer leave File and Print Sharing services turned off. If Customer leaves File and Print Sharing ON, it is possible that other users can access Customer's machine while Customer is on the Internet. Customer hereby acknowledges and agrees that the Customer assumes all risk associated with "file sharing", and that WOW! shall have no liability whatsoever for any claims, losses, damages, actions, suits or proceedings arising out of or otherwise relating to such use by the Customer.

**F. FTP/HTTP.** You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither WOW! nor its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.

**G. User Name and Address.** Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then WOW! may immediately suspend the use of such WOW! Internet e-mail address, and Customer will indemnify and hold the WOW! Entities harmless for any claim or demand against WOW! that arises out of such selection. Customer acknowledges and agrees that WOW! shall not be liable to Customer in the event that WOW! is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular domain name as part of a WOW! Internet e-mail address. If as a result of such action, Customer loses an e-mail address, the Customer's sole remedy shall be the receipt of a replacement WOW! Internet e-mail address.

**H. Service and Feature Modifications.** WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Internet, including but not limited to equipment and system requirements.

**I. Web Hosting.** If Customer submits and WOW! accepts a Service Order(s) for web hosting services, the following terms shall also apply:

- i. **Authorization.** By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes WOW!, its agents, suppliers and affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless the WOW! Entities for any harm resulting from such actions.
- ii. **Web Site Content.** If applicable, WOW! (or its third party supplier) will host Customer's web site in a data center in accordance with WOW!'s then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by WOW! or its suppliers and all graphics, text, or other information or content materials supplied or furnished by WOW! or its suppliers for incorporation into a Customer Web Site shall remain with WOW! (or the party that supplied such materials to WOW!). Customer agrees to be bound by and adhere to the required Digital Content License Agreement which applies with respect to WOW!'s provision in connection with the Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation. Customer agrees that WOW! has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

- iii. **Web Site Backup and Restoration.** Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) the WOW! Entities are not responsible for backup and restoration of Customer Content.
- J. **Domain Name Registration.** If Customer submits and WOW! accepts a Service Order(s) for domain name registration services available from WOW! or its third party supplier, the following terms shall also apply:
- i. **Registration.** At the request of Customer, WOW! (or its third party supplier) will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of WOW!'s choosing, but only to the extent that Customer provides WOW! with all necessary information relevant to such registration and subject to the further terms and conditions of any third party supplier. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. WOW! does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not WOW!, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless the WOW! Entities, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from: (i) services provided to Customer by a third party domain name registration service; and/or (ii) the domain name registration service's removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and/or from WOW! for setup of the modification or addition.
- ii. **Sub-Domain Name.** Should Customer be unable to register a unique domain name, WOW! may in its sole discretion grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to WOW!'s prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. WOW! does not represent that Customer's selected sub-domain name will be available. Customer receives no right to WOW!'s domain name other than as specifically stated in this Section. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and WOW!'s domain name.

39. **Additional Cloud Service Terms.** In addition to the provisions of these General Terms generally applicable to all WOW! Services, WOW! Recover Cloud Services are subject to the following additional service terms. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain cloud services.

**A. Recover Cloud Solution; Encryption and Data Security.** With respect to the Recover Cloud Solution provided by WOW!, the following Recover Cloud Security Standards apply, unless otherwise addressed in a separate services or Ancillary Agreement: (i) the Recover Cloud Solution encrypts at standards up to 448-bit encryption. **Customer is responsible for enabling the data encryption;** (ii) once encrypted, non-encrypted data will not leave Customer's facility; and (iii) access to the data stored by Customer using the Recover Cloud Solution (the "Customer Data") requires use of a confidential password (the "Password") established by Customer. Customer understands and acknowledges that: (x) Customer is responsible for establishing and maintaining the security of its Password; and (y) Customer Data is accessible and retrievable by Customer only by use of the Password. **Customer understands and agrees that: (i) WOW! cannot access or recover Customer Data in the event of a lost Password, and WOW! will have no liability for any inability to access Customer Data due to a lost Password; and (ii) WOW! will have no liability for any loss or compromise of Customer Data based on a stolen Password, or use by the Password of any unauthorized person.**

**B. Termination of Agreement; Transfer of Customer Data.** Upon termination of the Agreement, WOW! shall provide Customer (or Customer's authorized representative) with commercially reasonable options and assistance in transferring the Customer Data to Customer and permanently deleting the Customer Data from the WOW! Recover Cloud Solution. Customer agrees that: (i) the Agreement will continue on a month to month basis if Customer continues to store the Customer Data with WOW! after expiration or termination of the Agreement, and Customer will in all events pay for services so long as Customer Data continues to be stored by WOW!; and (ii) if Customer does not take steps to transfer and delete the Customer Data within ninety (90) days after the effective termination date of the Agreement, WOW! may at its option: (i) permanently delete the Customer Data, without further obligation or

liability to Customer; or (ii) continue to store the Customer Data, in which case Customer agrees to pay WOW!'s standard rates for such continued storage.

40. **Additional Cable Service Terms, Restrictions and Advisories.** In addition to the provisions of these General Terms generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Cable Service. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.

**A. Restrictions on Use.** Pay-per-view (including special programming such as sporting events), video on demand (VOD) and premium programming offered as part of the Cable service may not be distributed to commercial establishments. Customer may not order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. In all events, Customer must identify itself as a commercial establishment when requesting any such special authorization. Customer shall not, and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the Cable service (or any part thereof); (ii) transmit the Cable service (or any part thereof) by any television or radio broadcast or by any other means or use the Cable service (or any part thereof) outside the of the service location(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any WOW! Equipment, from another location to any service location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Cable service at any service location(s). Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the service location(s) at the time Cable service (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable service (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into the Cable service, or interrupt any performance of the Cable service for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the service location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to the Cable service. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM ANY CLAIM MADE AGAINST CUSTOMER OR WOW! RELATING TO ANY UNAUTHORIZED COMMERCIALEXHIBITION.

**B. Additional Sets.** Customer agrees not to add additional sets or disturb, alter or remove any portion of the WOW! Equipment. Any unauthorized connection or other tampering with the Cable service or the WOW! Equipment shall be cause for disconnection of the applicable Service, legal action and WOW shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

**C. Equipment.** Additional equipment is required to receive WOW! Cable. Customers subscribing to WOW! Cable must have a WOW! Digital Receiver, HD Receiver, DVR, HD DVR, Digital Adapter or an authorized CableCARD on all TVs connected to WOW! Cable. Contact us for complete and current details, as equipment requirements are subject to change.

**D. Programming Content and Changes.** All programming, program services, program packages, number of channels, channel allocations and broadcast channels are subject to change in accordance with applicable law. Customer acknowledges and agrees that WOW! has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. WOW! may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. WOW! shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to WOW! or any other reason beyond the reasonable control of WOW!. WOW! assumes no liability for any programmer content or information distributed over WOW's cable system. Moreover, WOW! shall not be responsible for any products, merchandise or prizes promoted or purchased through use of the cable system.

41. **Access to Online Content.** As part of certain levels of service, WOW! allows access to online programming

(the "Online Content") to authorized customers. The availability of such Online Content varies depending upon your service location and the level of service to which you subscribe, and is subject to change. By accessing the Online Content, you agree and understand that: (i) your access to Online Content is subject to the WOW! terms of service and privacy policy (the "Terms"), which are subject to change, as well as additional terms and conditions imposed by the Online Content provider; (ii) airtime or data charges may apply, so please check with your carrier; (iii) you are responsible for keeping your password and other credentials confidential, as password sharing is prohibited and may result in additional charges; (iv) WOW! may use its system and equipment to collect, use and store information regarding your use of the service, and may disclose anonymous usage information to Online Content providers and others; and (v) WOW! may provide information about you to Online Content providers or their vendors so that they can: (a) verify that you are an authorized WOW! subscriber who has authority to access the Online Content, and (b) identify certain characteristics about you, such as your service location. For example, we may provide to content providers information such as your WOW! subscription status, globally unique identifier, zip code and other identification information. The content providers may use and store the information for purposes of authenticating your access rights and providing Online Content to you, including, for example, professional sports programming that is subject to league blackout rules based on a viewer's zip code. The content providers may also share anonymous information regarding you that WOW! provides to them for various other commercial purposes such as selling advertising and generating ratings information for the programming. In addition, to access the Online Content, you may be re-directed to a third party website that is not controlled by or affiliated with WOW!, and is subject to its own terms and conditions and policies. WOW! has no responsibility for the Online Content, the third party website, or the use, storage or disclosure of information that you provide to a third party.

42. **Force Majeure.** If WOW!'s (or any of its vendors, agents or suppliers) performance of any obligation under the Agreement is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, failure or malfunction of Customer Equipment or third party equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, accidents, power failure, failures of telecommunications or computer resources, a third party supplier, fuel, energy, labor or materials, national emergencies, insurrections, terrorist act, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then WOW! and its vendors, agents and suppliers shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. WOW! shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. WOW! may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!'s ability to provide the Services herein.
43. **Telephone and Email Contact:** We ask that you provide us with a contact email address (which may include that of a wireless or mobile device) and telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with these contact addresses and telephone numbers, you give us express consent to email and call you (including text messages) for purposes that include marketing our services to you and providing you with transactional or informational messages about your account and services (for example, we may call or email you about a new product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/or artificial voice messages. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from WOW!'s phone marketing list. Please contact us if you do not want us to place telemarketing calls to you or send you marketing emails. You are not required to give us consent to call you with promotional messages to receive services from us.
44. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in the Agreement shall survive the termination of the Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.
45. **MODIFICATIONS TO THESE TERMS.** WOW! MAY REVISE, AMEND OR RESTATE THESE TERMS AND CONDITIONS FROM TIME TO TIME. IF WE ARE REQUIRED BY LAW TO GIVE YOU ADVANCE NOTICE OF A SIGNIFICANT CHANGE TO THESE TERMS REGARDING YOUR CABLE SERVICES, IT MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY MAIL, E-MAIL, IN A NEWSPAPER, BY TRANSMISSION OVER OUR CABLE SYSTEM OR OTHER COMMUNICATION PERMITTED UNDER APPLICABLE LAW. MOREOVER, WOW! WILL NOTIFY YOU OF OTHER CHANGES TO THESE TERMS REGARDING YOUR INTERNET AND/OR PHONE SERVICES BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE WOW! WEB SITE AT



WWW.WOWFORBUSINESS.COM (OR ANY SUCCESSOR URL(S)) AND/OR BY E-MAIL OR POSTAL MAIL. ACCORDINGLY, CUSTOMERS AND USERS OF THE WOW! SERVICES SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THESE TERMS AND CONDITIONS TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. CUSTOMER AGREES THAT ANY ONE OF THE FOREGOING METHODS OF NOTICE WILL CONSTITUTE SUFFICIENT NOTICE OF SUCH CHANGES. NOTWITHSTANDING THE FOREGOING, IF WOW! MAKES A CHANGE TO THESE TERMS THAT IS MATERIAL AND ADVERSE TO CUSTOMER, CUSTOMER HAS THIRTY (30) DAYS FOLLOWING NOTICE OF THE CHANGE TO TERMINATE THE AGREEMENT WITHOUT THE IMPOSITION OF EARLY TERMINATION CHARGES. CUSTOMER'S CONTINUED RECEIPT OF SERVICES SHALL BE DEEMED ACCEPTANCE OF ANY SUCH CHANGE. WOW! AT ITS OPTION MAY AGREE NOT TO APPLY THE CHANGED TERMS TO CUSTOMER, IN WHICH CASE THE AGREEMENT IS NOT SUBJECT TO EARLY TERMINATION BY CUSTOMER.

46. **Severability.** The parties acknowledge that WOW! is subject to the provisions of its franchises and to the provisions of applicable federal and state laws and regulations. Any duty or promise of WOW! under the Agreement that conflicts with any provision of a franchise, or with applicable federal or state laws or regulations is to that extent void. Notwithstanding, the terms of the Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect.
47. **Notices.** Except as otherwise provided in the Agreement, any notices or other communications contemplated or required under the Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to WOW! shall be sent to WOW! Internet, Cable and Phone, Attn: VP of Business Operations, 7887 E. Belleview Ave, Suite 1000, Englewood, CO 80111-6015, with a copy to: WOW! Internet, Cable and Phone, Attn: General Counsel, 259 E. Michigan Ave., Suite 209, Kalamazoo, Michigan 49007. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.
48. **Miscellaneous.** These General Terms, together with the Business Customer Agreement, Service Order, applicable tariffs, Acceptable Use Policy, applicable Ancillary Agreements and any other policies, rules, regulations or service guides communicated to Customer, constitute the entire agreement between Customer and WOW! and supersedes all other agreements whether written or oral, including but not limited to any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof, and shall prevail if any conflict arises. The Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer the Agreement in any manner without WOW!'s prior written consent. No approved assignment shall relieve Customer of its obligations hereunder. WOW! may assign or transfer the Agreement at any time without consent and without notice. The Parties to the Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by WOW!, Customer also agrees to sign written assurances and other export-related documents as may be required for WOW! to comply with U.S. export regulations. Except as specifically provided herein, the Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under the Agreement.

**REVISED AND EFFECTIVE AS OF: February 6, 2018**