

## **BUSINESS CUSTOMER INSIDE WIRING PROTECTION PLAN**

### **Terms and Conditions**

For a separate monthly per line charge, WOW! (referred to as “WOW!”, “we”, “our” or “us”) offers an Inside Wiring Protection Plan (the “Plan”) for most business customers (referred to as “customer”, “you” or “your”) who subscribe to WOW! telephone, data, and/or cable services. The Plan is a maintenance program that maintains and repairs the inside telephone, data, and/or cable wiring (defined below) in a customer's service location that is used to provide WOW! telephone, data, and/or cable services. The Plan may not be available in all WOW! service areas.

Inside Wiring covered under this Plan is defined as: Cat5 cabling (standard or plenum), Coaxial cabling, or twisted pair telephony cabling that begins at the “Demarcation Point,” which begins 12 inches outside the customer’s service location and extends to the individual phone or data jacks and coaxial cable outlets and extensions in the service location, and is used in the provision of WOW! services.

Without the Plan, you are typically responsible for maintaining and repairing your Inside Wiring and jacks used for your internal data and voice networks. If something goes wrong with the Inside Wiring, you have several choices. You can fix it yourself, call a third party contractor (such as an electrician) to fix it or, alternatively, you can call WOW! and we will fix it. We will charge you for time and materials in fixing the problem, unless have subscribed to the Inside Wiring Protection Plan. This Plan is not required as a pre-requisite to subscribe to WOW! services, but it helps protect customers against unforeseen Inside Wiring repair bills. The service is not available to customers who do not purchase other WOW! services.

### **Coverage: What’s included?**

When the customer reports trouble on the line that interferes with the proper functioning of their WOW! service and has tried to repair via new general purpose cable, WOW! will test the line to determine if the trouble is on the WOW! side of the network interface (Demarcation Point between our responsibility and the customer’s responsibility) or on customer’s side. If the trouble is on the WOW! side of the Demarcation Point, the trouble will be repaired at our expense as part of our commitment to all of our customers. If the trouble is on the customer’s side of the Demarcation Point, we will test the line to determine if the trouble is in the Inside Wiring.

Subject to the terms and exclusions of this Plan, if the trouble is with the customer’s Inside Wiring and customer has the Inside Wiring Protection Plan, we will repair or replace the defective Inside Wiring at no additional cost to customer. The Plan will provide repair and replacement of standard Inside Wiring. At our discretion, we will determine the manner in which repairs will be made, and the color and specifications of replaced wire, jacks and connecting blocks. Surface mounting is the standard for replaced jacks.

### **Exclusions - What is NOT included in the Inside Wiring Protection Plan?**

- Inside Wiring rendered defective by negligence, willful damage, or vandalism
- Inside Wiring rendered defective by faulty equipment (e.g., (non-WOW! provided) phones, faxes, modems, etc.)
- Inside Wiring that did not work when the service was ordered
- Inside Wiring that does work but requires an upgrade – i.e. upgrading Cat3 to Cat5e
- Inside Wiring that is not standard. Standard inside telephone wire is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards

- Jacks located outdoors
- Repairs to customer or third party equipment (such as computers, telephones and other external devices)
- For multi-unit dwellings, problems occurring in wire that supports multi-tenant horizontal and/or riser cable
- Damage occurring to Inside Wiring in connection with physical damage (by reason of flood, earthquake, acts of war, fire, lightning, wind, or other casualty) to all or a portion of a business premises. Repair or replacement is provided so long as continuous WOW! service is provided at the premises. If destruction of business premises is so severe that service is or must be disconnected and subsequently re-established, the installation or replacement of Inside Wiring is not covered.
- Inside Wiring is not covered when we are prevented from accessing it, for example, by the owner of the property, by government or military authorities (i.e., the customer lives on a military base), or by the landlord

### **Customer's Responsibility**

If the work requested requires conduit, cutting and patching of finished walls, floors and ceilings, or structural modifications, the customer is responsible for arranging to have such work performed by other persons. The Plan does not cover Inside Wiring concealed within a wall. After each repair or installation visit, the customer has the responsibility to reestablish the connection or verify proper functioning of any equipment connected to the Inside Wiring, such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices, and telephones. It is also customer's responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the line or any equipment being disconnected during our tests of the functioning of the Inside Wiring.

### **Subscription, Term and Termination**

The Plan is effective the day you order the Plan. The Plan may be canceled at any time upon 30 days advance written notice; provided, however, if the Plan is cancelled within 60 days of a service call or repair, the customer will be charged the full service rate for the repair. Charges for the Plan and any other terms or conditions applicable to the Plan may change at any time with at least 30-days prior notice. The monthly charge does not include franchise fees, taxes and other applicable fees.

### **Other Terms**

Notwithstanding the forgoing, WOW! is not responsible for service under this Plan: 1) if it fails to perform due to labor difficulties, government orders, Acts of God, or other circumstances beyond WOW!'s reasonable control, or 2) if repairs cannot be performed safely due to environmental or other conditions. If the repair is not covered under the Plan, you may: 1) make the repair yourself; 2) hire an outside contractor, or 3) have WOW! perform the repair at WOW!'s standard billing rate.

Except as expressly set forth herein and as permitted by law, WOW! shall not be liable for any injuries to persons or property arising out of installations, maintenance or repairs performed in connection with the Plan nor shall WOW! be liable for any other damages including, but not limited to, indirect, incidental, special or consequential damages, arising from the customer's use or inability to use Inside Wiring and related equipment. WOW! EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES RELATED TO THE PLAN. THIS DISCLAIMER EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO DISCLAIMER OF ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WOW!'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE

AMOUNT PAID UNDER THIS AGREEMENT. If you are not the owner of the building where WOW! will perform services covered by the Plan and WOW! does not already have rights to access the building (for example, where WOW! has its own Right of Entry agreement with the building owner), you warrant and represent that you have obtained all necessary permissions from the owner of the building and you will indemnify WOW! from any liability arising from a breach of this representation and warranty.

WOW! will perform all services under this Plan in accordance with industry standards. If problems arise due to defective materials used by WOW! or its workmanship in providing service under this Plan, WOW! will make all necessary repairs and/or replace defective materials.

Other restrictions may apply. The Plan is subject to WOW!'s standard terms and conditions of service and may be changed by WOW! at any time with notice to you.

(Terms and Conditions Revised as of September 22, 2015.)