

Quantum Fiber Internet Subscriber Agreement

This Quantum Fiber Internet Subscriber Agreement, together with the materials referenced herein ("Agreement"), is between Quantum Fiber and the end user of the Quantum Fiber Service(s), Equipment, and/or Software described below ("you," "your," or "Customer"). Please review the Agreement carefully; it governs your use and our provision of the Service, Equipment, and/or Software.

Your enrollment in, activation of, use of, or payment for Service, Equipment, and/or Software constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms, and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Service, Equipment, or Software and notify us immediately to cancel and return all Equipment supplied by us by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com.

BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:

- **SECTION 9(c) CONTAINS YOUR CONSENT FOR QUANTUM FIBER TO SEND TEXT MESSAGES TO MOBILE PHONE NUMBERS YOU HAVE PROVIDED, SEND YOU EMAILS, AND PLACE PHONE CALLS TO YOU, INCLUDING THROUGH AUTOMATED TELEPHONE DIALING EQUIPMENT OR ARTIFICIAL OR PRERECORDED VOICE MESSAGES, ABOUT THE FOLLOWING: MARKETING OFFERS OR ADVERTISING CONTENT OR INFORMATION ABOUT SERVICES AND YOUR ACCOUNT, INCLUDING INFORMATION ABOUT INSTALLATIONS, APPOINTMENTS, REPAIRS, AND COLLECTIONS.**
- **SECTIONS 12 AND 13 CONTAIN LIMITATIONS ON QUANTUM FIBER'S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM QUANTUM FIBER FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, EQUIPMENT, AND/OR SOFTWARE.**
- **SECTION 15 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH QUANTUM FIBER OR FILE ANY LAWSUIT AGAINST QUANTUM FIBER AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**

QUANTUM FIBER STRONGLY ENCOURAGES YOU TO READ YOUR PAYMENT RECEIPT EACH MONTH.

- All Service, Equipment, and/or Software is provided to you at the amounts shown on your payment receipt. If you have any questions about your payment receipt, please contact Quantum Fiber by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com. We will work with you to make sure you understand every aspect of your payment receipt and try to resolve any issue or dispute you might have.
- We may include important messages related to your Service or changes to the agreements between you and us in the body of the payment receipt or as a link within your payment receipt. It is your responsibility to read and understand these messages.

We do not guarantee Service and strongly encourage you to take steps to prevent losses from issues you may encounter with your Service, Equipment, and/or Software. We highly recommend against using your Service, Equipment, and/or Software in any manner that may cause you to suffer damage or loss of any kind should your Service, Equipment, and/or Software become unavailable or suffer from performance issues. For example, if you use your Service, Equipment, and/or Software for any business or commercial purpose, we urge you to consider obtaining business interruption insurance to cover the risk of business or commercial losses. For more important information about Quantum Fiber's network performance, please see Section 2(a)(ii) below and our Internet Service Disclosure located at www.quantumfiber.com/legal.

1. Definitions.

"AUP" means the applicable Acceptable Use Policy posted at www.quantumfiber.com/legal, including all future revisions.

“Enterprise Class” means any Quantum Fiber customer (a) billed more than \$500 in MRCs for Service, Equipment, and/or Software (b) with 10 or more employees using the Service, Equipment and/or Software.

“Equipment” means any network interface device, antennas, wireless receiver, gateway, modem, router, pod, tower, and/or other equipment for use with the Services. Except for Equipment you have purchased from Quantum Fiber as defined in this Agreement, or other equipment you provided or purchased separately from another party (to the extent permitted by Quantum Fiber), we own the Equipment regardless of who installed the Equipment. Any monthly rental payments, periodic use payments, or similar arrangements related to any Equipment between you and Quantum Fiber are not purchases of Equipment.

“Fixed Wireless” is a technology used to provide Quantum Fiber Internet service with access via a wireless antenna or wireless receivers and gateways through use of wireless spectrum and/or networks.

“Force Majeure Event” means an unforeseeable event beyond the reasonable control of a party, including without limitation: acts of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from Company’s failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

“MRCs” means monthly recurring charges.

“NRCs” means non-recurring, one-time charges.

“Payment Services” means electronic and online methods you use to view and pay invoices to Quantum Fiber, including, but not limited to, bank accounts, credit cards, debit cards, PayPal, Apple Pay, the online account portal, and payments made through Quantum Fiber websites, which methods may change at any time in Quantum Fiber’s sole discretion with prior written notice to you.

“Quantum Fiber” (also “we,” “us,” “our,” or “Company”) means Q Fiber, LLC.

“Regulatory Activity” means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction.

“Service” or *“Services”* means all of the Internet services and associated value-added services you receive from us pursuant to this Agreement, including, but not limited to: Quantum Fiber Internet or other Quantum Fiber-provided Internet access service, including Fixed Wireless; additional services described in the Service Description Section below, and related Company installation, repair, support, and provisioning. “Service” or “Services” when used in the Service Description Section below refers to the specific service or services being described.

“Taxes” means foreign, federal, state, and local taxes, tariffs, duties, other similar charges, and any other imposition or tax-like charges that may be imposed, that governmental entities or agencies may pass on to you or require us to collect from you, or that governmental authorities collect or require us to collect from you in support of programs, funds, or third parties, regardless of whether applicable law assesses them on you or us. In some jurisdictions, certain Taxes are included in the MRC pursuant to applicable state or local law. We collect payment from customers for Taxes, and we remit what is collected to applicable governmental entities or agencies, or quasi-governmental authorities. Taxes may be subject to change or increase as required by law or regulation without written notice to you.

2. Service Description.

(a) Quantum Fiber Internet.

(i) *Service Delivery.* We will provide Service that runs either over a fiber-optic connection directly to your location, a fiber-optic and copper solution to your location, or via a wireless connection to your location. With respect to our use of fiber to deliver your Service, fiber service usually means a 100% fiber-optic network to your location. However, in limited circumstances, we may need to deploy alternative technologies with a non-fiber connection from a certain point (usually the curb) to your location.

(ii) *Availability.* Service availability is limited and may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process and confirmed upon the provisioning of your Service at your location. Service speeds disclosed to you are “up to” a

specific download speed (and upload speed if different from the download speed) via a wired connection under typical circumstances within our network and at your location. Service is provided on a per-line basis, and the actual throughput speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your location from certain Company-provided networking Equipment, viruses or spyware, number, age, and capability of connected devices, server speed of the Web sites you connect to, traffic and congestion on your home network or corporate LAN, and your PC settings, in addition to the factors listed above. Service via a wireless connection may not deliver the disclosed throughput speed or “up to” speed and will vary, particularly when Service is accessed by multiple wireless devices. Speed tests may reflect a speed lower than actual throughput speed when connected via a wireless connection or when multiple devices are in use, and may be further limited by the speed capabilities of those devices, in addition to the other factors listed above. Uninterrupted or error-free Services are not guaranteed, and we may limit speeds or take other steps, as needed, to protect or manage our network at any time without notice to you. Additional information about network performance, practices, and policies is disclosed on the Company Internet Service Management page located at www.quantumfiber.com/legal.

We will provision your line at the maximum speed available at your location within the speed range of the Service you selected. Your location may be subsequently eligible for additional Services, including new speed options; provided that you will be charged for any Service change. Availability of Service depends on availability and limits of Company wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by Company line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Services are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at and/or inside your location, your service location, phone line qualifications, computer or device performance/configuration, and network/Internet congestion. Each of these factors is outside of our control and, as a result, none are our responsibility. Any repairs or changes to these factors are your sole responsibility. Additionally, Fixed Wireless is subject to the service limitations including but not limited to proximity and positioning of antennas, cell tower/site outage, wireless spectrum issues or limitations, tampering or damage to Equipment.

(iii) *Moves*. If you move to another location (including a move within the same building), you are not guaranteed to have either the same Service or any Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to any new Service, which may be different from your MRCs and NRCs at your prior location, will apply.

(iv) *Company Facilities and Equipment to Provide Service; Licenses*. Certain Company facilities and Equipment used to provide you Service may be located on your premises, including in some cases inside your home or building. In some situations, your premises will not have existing, capable Company facilities or Service is not already available there and, as a result, we must construct these facilities and place needed Equipment. All of these facilities and Equipment are our property and must be constructed, installed, relocated, rearranged, tested, inspected, and maintained only by us. You are responsible for damage to such facilities and Equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to our facilities or Equipment unless authorized by us. Any unauthorized attachments or connections may be removed or disconnected by us and your Service may be suspended or terminated as a result. You agree to provide us access to your property and premises as we reasonably request or need (including inside your home or building, if necessary) at reasonable hours if necessary to terminate or cancel Service or to construct, install, maintain, support, or remove the facilities and/or Equipment. We are not liable for defacement or damage to your premises resulting from the existence of our facilities or Equipment and associated wiring, or from the construction, installation, maintenance, support, or removal thereof, when such defacement or damage is not the result of our negligence. You may be required to provide, install, and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive Service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trenches (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties, or business developments to reach points of termination).

(b) Internet Access.

(i) *Account Usage and Identification*. You will receive a username, passwords, codes, and/or other identifying information regarding your account (collectively, the “Account Information”) upon completing the registration process. You are responsible for maintaining the confidentiality of the Account Information and are fully responsible for all activities that occur under your account including payment for all such activities. You agree: (A) that only you

and your Authorized Designees will use your Account Information and that you will not transfer or disclose such Account Information to any other person, (B) to immediately notify us of any unauthorized use on your account or any other breach of security, and (C) to ensure that you exit from your account at the end of each session. "Authorized Designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the Services using your Account Information. You must ensure that any such Authorized Designees will comply with this Agreement and you will be responsible for all use of the Services and any other services accessed through the Services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Services may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Services through your account. We will not be liable for any loss or damage arising from your failure to comply with this section. IN ADDITION, YOU AGREE THAT WE, IN OUR SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND, OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS, OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.

(ii) *Additional Features and Applications.* Additional features and applications may be provided or made available to you as part of the Service, including features and applications that you may choose to add to your Services. Additional charges may apply for each such additional feature or application.

(iii) *Security and Data Protection.* Security services to help protect your network and data may be included within Company-provided networking Equipment purchased or leased by Quantum Fiber Internet customers. Security services will not start until the Equipment is fully installed and any firmware updates are completed. Adding third party devices to the Company-provided networking Equipment may render the security services inactive. In utilizing the security services, you are accepting not only the terms of this Agreement but also accepting the terms of service provided by the security service provider. We make no warranty, express or implied, as to the security service. Your sole warranty related to the security service is as set forth within the terms you are accepting directly with the security service provider.

(iv) *Email; Storage; Limitations; Usage.* If you have a Quantum Fiber email account, certain storage availabilities and limitations apply. We reserve the right to delete, without prior notice to you, files from any directory or mailbox if the associated storage limitations are exceeded. We provide unlimited storage of read and unread emails and email attachments, and this content will be retained indefinitely. All email may be removed from your trash or SPAM folders after 14 days if unread. We reserve the right to deactivate email accounts that have not been accessed for a period of 365 consecutive days. You are responsible for all activities that take place with your email account. A change or disconnect of Service could lead to the loss of stored email and attachments. You will not hold us liable for the loss of emails and attachments during the change of Service process, whether caused by you or us. You agree to contact us right away if you suspect misuse or a security breach of your email account by emailing us at fibersuccess@lumen.com, or chatting with us through www.quantumfiber.com. Only You may use your email account. You must keep your Quantum Fiber email accounts and passwords confidential and not authorize any third party to access or use the e-mail accounts on your behalf.

(v) *Network Performance Monitoring.* We provide real-time monitoring and analysis of network performance and the performance of your Internet connection. We may access and record information about your devices, including, but not limited to, the type of device, the device's operating system version, geo-location information based upon your consent, Equipment information, aggregate broadband traffic, speed/throughput tests, profiles and settings including IP and MAC addresses, and installed Software. You agree to permit us and our applicable third-party supplier to access the Equipment and your devices, and to monitor and record such data, profiles, and settings for the purpose of providing an enhanced quality of experience related to the Service. Also, you consent to our monitoring of your Internet connection and network performance, and to our accessing and adjusting Equipment settings as they relate to the Service. By measuring network performance from Company's facilities and Equipment to your end user devices, we can provide the following benefits to you:

- Monitoring of data throughput, data usage, bandwidth time outs, and Equipment resets.
- Identifying bottleneck, performance, and coverage issues in facilities and Equipment, isolating problems outside or inside your premises.
- Identifying opportunities to optimize broadband service.
- Providing accurate measurement of wired and Wi-Fi speeds/throughput at your location, improving your Service understanding.
- Allowing the discovery of optimal locations for wireless devices.
- Providing potential capability as related to:
 - Proactive notifications to optimize Service.
 - Offering of new products and services.
- Providing potential capability for the following management controls:

- Parental controls.
- SSID and password management.
- Guest network management.
- User and device profile management.

We will neither track nor collect data based upon content viewed, streamed, downloaded, uploaded, or written on applications or websites for purposes other than network performance monitoring without first informing you and giving you a choice about whether you want us to do so. Data collection as a result of network performance monitoring will be stored within our internal systems. We and our authorized vendors, contractors, and agents will only share the network performance monitoring data for the sole purpose of performing the services outlined above.

3. **Equipment.** Separately Purchased Equipment or Leased Equipment is required to use the Service, unless you are an Instant WiFi or Instant Internet customer, in which case all necessary Equipment is provided at your location without any separate lease or purchase required. Some Service configurations require you to lease or purchase and install one or more pods, or other Equipment, to enable wireless connection to the Service. Some Equipment, including but not limited to network interface devices and modems, have security features built into them and your proper installation, configuration, and use of such Equipment may be required to ensure the security features' proper functionality. We may update, upgrade, or change the security features built into the Equipment from time to time with or without notice to you.

(a) Company-Provided Equipment.

(i) *Leased Equipment.* Equipment leased from us ("Leased Equipment") is our property and you may not assign, rent, or transfer Leased Equipment or your rights or duties under this Agreement to another without our prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using Leased Equipment with equipment electrically or mechanically incompatible with it or of inferior quality to it. You agree that if Leased Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, we may charge you for its full retail cost (the "Equipment Charge"). We do not refund or credit leases, so if your Leased Equipment is not working properly, please contact us by emailing us at fibersuccess@lumen.com or chatting with us through www.quantumfiber.com. Replacement Leased Equipment may or may not be the same model and/or could be refurbished. If you use Leased Equipment, you are required to return your Leased Equipment as described in Section 11(c). Lease payments are due for every month you lease the Leased Equipment and lease payments do not count towards a purchase of Leased Equipment.

(ii) *Purchased Equipment.* You will be deemed the owner of the purchased Equipment you buy from us ("Purchased Equipment"), and bear all risk of loss of, theft of, casualty to, or damage to the Purchased Equipment, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by us. If the Purchased Equipment is inoperable when you initially receive it from us following your purchase, please contact us by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com. If we deem the Purchased Equipment has a manufacturing defect, the Limited Warranty (set forth in Section 13) will apply if it has not expired. If the Purchased Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired, or fails for any other reason, you may request that we deliver replacement Purchased Equipment. Any such replacement Purchased Equipment will be charged to you at our then-current rates, plus shipping and handling and any applicable Taxes. Replacement Purchased Equipment may or may not be the same model and/or could be refurbished. "Refurbished" means Equipment restored to a like-new condition after being returned to us or our third-party vendor due to an identified issue or prior use. "New" means Equipment that is unopened and unused at the time of shipping, delivery or installation.

(iii) *Delivery and Installation of Equipment.* Equipment may be delivered to you only in the United States. As required, you will provide us with reasonable access to your premises for technician installation of Equipment. You agree that you are responsible for self-installing the Equipment once you receive it unless you select our technician installation, which may require you to pay an additional charge. You are encouraged to complete installation of the Equipment promptly because you will be charged and responsible for the full payment amount on your account regardless of whether the Equipment is installed and/or the Service is in use at the time your bill is rendered. Information on installation procedures is located at www.quantumfiber.com/support/equipment.html.

(iv) *Copyright Software.* If, in connection with your Quantum Fiber Internet Service you are purchasing Equipment, you should be aware that the Equipment may contain copyrighted software that is licensed under the General Public License (GPL) and/or other open source licenses. To determine whether the Equipment contains open source software, visit www.quantumfiber.com/support/equipment.html. Copies of these licenses are available at

this link. You may also obtain the complete corresponding source code from us for a period of three years after our last shipment of this product at the same location. This offer is valid to anyone in receipt of this information.

- (b) Customer-Provided Equipment. If you do not purchase or lease Equipment from us, you agree and acknowledge that QUANTUM FIBER, OUR AFFILIATES, SUPPLIERS, AND/OR AGENTS WILL NOT BE RESPONSIBLE/LIABLE IF YOU CANNOT ACCESS YOUR SERVICE, IF SERVICE DOES NOT FUNCTION CORRECTLY OR AT ALL, OR IF CUSTOMER-PROVIDED EQUIPMENT, SOFTWARE, PERIPHERALS, OR DATA (COLLECTIVELY, "CUSTOMER-PROVIDED EQUIPMENT") IS DAMAGED. YOU WILL BE LIABLE TO US FOR DAMAGE TO ANY LEASED EQUIPMENT, INCLUDING DAMAGE CAUSED BY OR RELATED TO CUSTOMER-PROVIDED EQUIPMENT. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.

4. Changes to Service or this Agreement. To the extent allowed under applicable law, we may:

(a) Effective upon posting to www.quantumfiber.com/legal or upon any written notice to you, including e-mail or messages on or with your payment receipt, change this Agreement in a way that does not directly result in a material and adverse economic impact to you. Please regularly check such website, your e-mail, and your payment receipt for any changes.

(b) Effective upon 30 days written notice to you, including email and messages on or with your payment receipt: (i) increase MRCs and/or NRCs, (ii) change the Service, Equipment, Software, and/or this Agreement in a way that directly results in a material and adverse economic impact to you, (iii) stop offering the Service, Equipment, and/or Software, and/or (iv) change the Dispute Resolution provision (Section 15). We may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

(c) If your Services or this Agreement are changed as outlined in Section 4(a) above and you disagree with the changes, you must cancel the Services immediately upon posting or any notice to you. If your Services or this Agreement are changed as outlined in Section 4(b) above and you disagree with the changes, you must cancel the Services prior to the effective date of the changes. Your continued use of the Service, Equipment, and/or Software after the applicable posting or notice period constitutes acceptance of any changes. If you later conclude you no longer agree to the terms of your Service, you must immediately stop using the Service, Equipment, and Software and terminate your Service. The Term and Termination provision below describes how you can terminate your Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

5. Third-Party Services, Software, and Equipment. Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through us is subject to the third-party provider's terms, and we are not responsible or liable for any such services, software, or equipment.

6. Software.

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by Company or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including without limitation the terms and conditions of this section.

(b) License. If the Software is accompanied by an end user license agreement ("EULA"), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, we grant you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Service.

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of Company or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by us or the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that Company or the third-party licensor or supplier of the Software, as applicable, own all right, title, and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades, or Changes. We may update, upgrade, or change the Software and related settings on your computer from time to time. You agree to cooperate with us in performing such activities. A program downloaded to your computer when Service is installed will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with Company's Privacy Notice. You may choose to turn off the automatic updates function. If you order new Services from us at a later date, and the automatic updates feature has been turned off, you may be prompted at that time to update Software currently on your computer before the new Software can be downloaded.

(g) Termination. We may discontinue provision of the Software for any reason, including without limitation if our agreement with a software vendor is terminated. Additionally, certain third-party vendors Software will no longer be functional if: (i) you or your Authorized Designees discontinue subscribing to the vendor product for which the Software was provided or to our Service; (ii) this Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Service under this Agreement expires and you have not purchased a new term. Upon termination of your Service or our notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other transaction with the Federal Government which calls for delivery or use of the Software by the Federal Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Federal Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Federal Government's use and disclosure of the Software and documentation and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Federal Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon us to make the Agreement effective, unless we specifically consent by separate written agreement. Please contact us for Software manufacturer information.

7. Acceptable Use Policy and Service Conditions. The following conditions apply to the Service. We may suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) AUP and Limits on Use. Your use of the Service is subject to, and you agree to comply with, the AUP. You agree not to use the Service in any way that violates the AUP, for a business or for any commercial purpose if your Service is a residential service, or in a way that impacts our network resources or our ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one Internet log-on session to be active at one time, except if using a roaming account when traveling, in which case 2 sessions may be active. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your Equipment to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by us. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents our ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You will not be in violation of this Agreement by allowing Service access to authorized employees, contractors, or users (i.e., the customers of the establishment or hotel/motel guests and patrons). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, Denial of Service (DoS), etc.

It is the customers' responsibility to secure computers, servers, Equipment, and Customer-Provided Equipment to avoid the opportunity of becoming exploited. We may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) Equipment, network, or facility upgrades or modifications; or (iii) to ensure acceptable service levels to all Company customers. We are not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) Spam. The AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). We may immediately terminate or suspend any account we suspect is transmitting or is otherwise connected with any Spam. Further, we may hold you liable for our actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay us liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection, and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

(c) Website User Agreement. You agree to comply with the Website User Agreement, as posted to www.quantumfiber.com/legal, and with the following:

- (i) *Abusive Behavior*. Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact.
- (ii) *Privacy*. Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without the written consent of the individual to which the information relates. Do not cooperate in or facilitate identity theft.
- (iii) *Intellectual Property*. Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate the works of authorship of any other person or entity without the written permission of the copyright holder.
- (iv) *Company Option*. Nothing in this section requires Company to take action against any user that violates this section, the AUP, or the Website User Agreement, but Company is free to do so if it sees fit.

(d) Data Usage Limits. Your use of the Service is subject to any data usage limitations applicable to your Service plan as described on the Company Internet Service Management page at www.quantumfiber.com/legal.

(e) No Resale, Distribution, Transfer, or Assignment by You. You agree not to resell or distribute, transfer, or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with our prior consent and according to Company's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity.

(f) Assignment by Quantum Fiber. We may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(g) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of your Services and account, whether by you, your Authorized Designees, or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account, and (iii) will ensure that all uses of the Service comply with this Agreement. You are responsible for unauthorized and non-compliant use of the Service and for maintaining a strong and confidential wireless network password. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. We cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and we make no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service. YOU AGREE THAT WE, IN OUR SOLE DISCRETION, MAY PLACE RESTRICTIONS ON USE OF YOUR SERVICES, AND IMMEDIATELY DISRUPT, SUSPEND, OR TERMINATE YOUR SERVICES WITHOUT NOTICE FOR VIOLATIONS, SUSPECTED VIOLATIONS, OR TO PREVENT VIOLATIONS OF THIS AGREEMENT.

(h) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Company's ability to provide service to our customers, (ii)

avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation, or this Agreement.

(i) Monitoring and Testing the Service. We may, but are not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics that may be used for marketing purposes. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications, and Websites that may contain improper material. You will notify us of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. We may also test Service for maintenance purposes to detect and/or clear trouble.

(j) Data Management and Security. WE STRONGLY RECOMMEND USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. We are not responsible for the management of your data, including without limitation loss of your data or back-up or restoration of your data. We are not responsible for the security of your data on your computer or server.

(k) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of Company and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. We grant you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by Company or will be implied or arise by estoppels with respect to any Service.

8. Installation, Maintenance, and Support. Charges may apply for installation, certain maintenance, trouble isolation, support services, and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday, or weekend), and may include a minimum charge regardless of the actual number of hours worked. We will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in our facilities (no charge if we later find the trouble was in our facilities) or Equipment or is found in Customer-Provided Equipment. A dispatch charge also applies if: (A) Customer requests a service date change but fails to notify us before the service date and Company technician is dispatched on the service date (will have to pay dispatch charge and we will change the service date) or (B) Company technician dispatched for maintenance of service and no trouble is found in Company facilities (applies each time this happens). Any requested repairs to your facilities or Equipment are not included in the dispatch fee and will be charged on a time and materials basis. If a technician must enter your premises for any reason, an adult 18 years of age or older must be present.

9. Privacy.

(a) By using the Services, you acknowledge and agree to comply with the Company's Privacy Notice posted at www.quantumfiber.com/legal. This policy describes how we handle and protect your information, including customer proprietary network information, and how we market and communicate with you. The Company's Privacy Notice may change from time to time without notice to you.

(b) We do not require or intend to access Customer data in our performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 CFR §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI shall be random, infrequent, and incidental to Company's provision of Service and is not meant for the purpose of accessing, managing the PHI, or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, Company and Customer agree that Company is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Agreement.

(c) You agree that Company and its partners, agents, and contractors may send you emails at the addresses you have provided, place phone calls and send text messages to the phone numbers you have provided, or use automated telephone dialing equipment or artificial and prerecorded voice messages to contact you by phone or text messages in connection with the following: marketing offers or advertising content about Services, your Quantum Fiber account, or other Company-provided services or information about Services or other Company-provided services which may include messages and calls related to installations, appointments, repairs, or collections. For phone calls and text messages, you agree that we may contact you at any phone numbers you have provided or will provide in the future, including wireless or mobile phone numbers. You agree that standard per minute and text message charges may apply

for phone calls or text messages to wireless or mobile phone numbers. You also consent to the text message terms at <https://cloud.q.quantumfiber.com/SMSTerms>. You may revoke this express written consent by emailing us at fibersuccess@lumen.com, by chatting with us through www.quantumfiber.com, or by opting-out via a direct response to such email, phone call, or text message. You agree that this express written consent is not a condition of purchase.

10. Rates and Charges; Payment.

(a) Rates and Charges. All Service and Equipment is provided to you at the amounts shown on your payment receipt. If you believe the amounts shown on your payment receipt differ from the amounts disclosed to you during the ordering process or in any confirmation e-mails, please immediately contact Quantum Fiber by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com.

You are responsible for any charges associated with the Service, Equipment and/or Software, including without limitation Equipment purchase and/or lease charges, monthly Service charges, any applicable usage charges, and charges related to installation or activation, construction, maintenance, delivery, shipping and handling, changes to Service, billing, service provisioning, taxes, fees, surcharges, and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. We may impose fees or surcharges to recover costs related to the Service, costs we incur in association with providing the Service, Equipment, and/or Software, costs we incur related to billing the Service to you, and/or amounts assessed to us by third parties or related to our provision of Service or Equipment to you. These fees or surcharges are not Taxes and are not required by law but are set by Company and may change. Other than promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, your MRCs for Service, Leased Equipment, fees, or surcharges are not guaranteed and may increase during the period in which you subscribe to Service. In the event we offer the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance, you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period, but we reserve the right to alter this time period at any time without notice to you.

If you qualify for a local, state, or federal Internet accessibility or cost-reduction program, including but not limited to Federal Communications Commission benefit programs, MRCs, NRCs, and any program-specific discounts, credits, or other reductions in charges or monthly rates resulting from the programs for eligible Services or Equipment will remain applicable so long as the program remains active and you continue to meet all program and Quantum Fiber requirements. You must also keep program-eligible Services or Equipment active and your Quantum Fiber account must remain in good standing. These programs may be terminated or discontinued by the applicable local, state, or federal agency charged with operating them or as the result of action or inaction by a government or governmental agency or entity. If you choose to continue receiving Services or Equipment after one of these programs ends for any reason, you are no longer eligible under the program, or you choose to leave the program or Quantum Fiber removes you from the program, all program discounts, credits, or other payment reductions will end and applicable MRCs and NRCs for Services or Equipment will increase to the then-current rates, which may be different from the rates assessed to you prior to your qualification and/or enrollment in the programs.

(b) Payment.

(i) Prepaid. Quantum Fiber Internet is a prepaid service. To receive Service, you are required to set up and maintain automatic, monthly recurring payments for your Service, Equipment and/or Software (if applicable) via Payment Services. MRCs will be charged to your chosen payment method on file in advance. Any NRCs or additional value-added services that you purchase will be charged to your payment method on file with us within a day or two of your order. Service will begin on the day it is installed and will automatically renew each month after the installation date. All payments must be made in U.S. currency. To use or enroll in a Payment Service, you must provide us with your email address for the receipt of notices. You agree to keep your email address updated and agree that it is your responsibility to provide any changes or updates to your email address to us. You are responsible for directly updating, or notifying us, of any changes to your selected Payment Service, including, but not limited to changes to account or card numbers, expiration dates, your billing address, or overall account or card status. We may, but are not obligated to, monitor the Payment Services for various purposes, and Quantum Fiber and its third-party vendors may access and use information regarding performance of Payment Services to perform maintenance, support, and other service-quality activities.

(ii) *Messages on or with your Payment Receipt.* We may include important messages related to your Service or changes to the agreements between you and us or as required by state and federal authorities on or with the payment receipt, which you can view by logging into your account management portal. It is your responsibility to read and understand these messages.

(iii) *Declined payments.* If your payment method is declined, your Service will be suspended after 3 days. Once you update your payment method with us, we will reactivate your Service. The day we reactivate your Service will be your new payment date going forward.

(iv) *Account Information; Account Security; Authorized Users.*

(A) You will provide all information necessary for us to provide and bill for the Service, Equipment and/or Software. You affirm that the information you supply to us is correct and complete, and you will promptly notify us whenever your personal or billing information changes. If you do not receive an electronic notification of your monthly invoice or are otherwise unable to view your invoice electronically or online for any reason, you are still required to make your payment on time. In such situations, you are responsible for obtaining your account balance by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com. You agree that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(B) You are solely and fully responsible and liable for all activities that occur under your Company account, password, user ID, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify us if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your Company account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information, provided to us by contacting our customer service. You also agree to periodically change your passwords.

(C) You authorize us to provide information about and to make changes to your Company account, including changes within Payment Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access Payment Services on your behalf, such as through the Internet. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your data.

(v) *Payment Information.*

(A) *Payment Services.* For your convenience, you may elect to have us retain your payment information, including but not limited to your billing name, address, telephone number, credit card or debit card information or numbers, bank account and/or associated banking or financial institution information or numbers, applicable expiration dates, and permit such information to be used in future transactions with us that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask us to retain for you. Additional fees and surcharges may be assessed to you when using Payment Services, including fees and surcharges we may assess to you or pass through to you that are assessed to us by third parties as described in this Agreement, and you agree to pay all such fees.

(B) *Another Company or Financial Institution.* If you arrange for payment using Payment Services through another company or financial institution, you will be subject to that company's or financial institution's terms and conditions and you agree that you are responsible for any charges you may incur from the company or financial institution in order to make such online payments and that we will not be responsible or liable for any loss or damage caused or created by that company or financial institution. In the event that any amount on a third-party site does not match the same amount presented at the Company Website or on your Company payment receipt, Company's listed amount is deemed to be the accurate amount. In the event the amount listed at the Company Website and on your Company payment receipt do not agree, the Company payment receipt should be considered the correct receipt and should be used to determine the amount to be paid.

(C) *Credit Card Policies.* Regarding payments made by credit card, we reserve the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide us your credit card information, you authorize us to automatically charge your provided credit card for all charges on your account. No chargebacks are available or permitted.

(D) **Collections; Other Restrictions.** If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collection efforts, including attorneys' fees. You will not pay for the Services, or any related services you may purchase, with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate us to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an Amendment to this Agreement. We reserve the right to terminate access to Payment Services for any account at any time.

(vi) **Disputes.** If you have any questions about your payment receipt or dispute a charge on your payment receipt, please contact Company customer service promptly by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com. The charges will continue unless you inform us promptly of any dispute and we determine that any charges were incorrect. IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING US, YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 15 OF THIS AGREEMENT.

11. Term and Termination.

(a) **Month-to-Month Term.** Unless otherwise specified herein, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) **Termination.** You may terminate this Agreement and your use of the Services at any time and for any reason by following the instructions in the account management portal or by chatting with us through www.quantumfiber.com. We do not monitor, and will not automatically cancel, Service for problems relating to domain name transfers. If you have trouble transferring your domain name and you wish to terminate Service, you must contact us as indicated above. Whether or not your domain name transfers, you will be responsible for paying any outstanding amounts owed on your account through the date of termination. We may terminate this Agreement, your password, your account, and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if we believe you or someone using your account has violated this Agreement. We may, but are not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Company and is subject to applicable charges. If Services are canceled or terminated by you or us on any day other than the last day of your applicable billing cycle, your payment for that month will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle.

(c) **Return of Leased Equipment.** After you notify Company of your intent to terminate Service, you must promptly return your Leased Equipment to Company within 30 days after termination. After receiving your intent to terminate Service, Company will send you an email with return instructions to return the Leased Equipment to Company. Company will, at its option, either: (1) charge your payment method on file (including bank account, credit card, or debit card withdrawal) an amount up to the Equipment Charge if Company does not receive the Equipment within 30 days after termination; (2) charge your payment method on file (including bank account, credit card, or debit card withdrawal) an amount up to the Equipment Charge upon termination and credit you back for such charge ONLY if Company receives your Equipment within 30 days following termination; or (3) continue to charge your payment method on file (including bank account, credit card, or debit card withdrawal) for the Equipment until Company receives the Equipment. Upon your termination of Fixed Wireless, we may dispatch a technician to uninstall and remove Fixed Wireless Equipment at no cost to you, or upon notice to you, require you to promptly return the Fixed Wireless Equipment to Company within 30 days after termination and as described in this section or in our notice to you.

(d) **Deletion of Data upon Termination.** Upon termination of your Service, we may immediately delete all data, files, and other information stored in or for your account or on your Website without notice.

(e) **Pause/Resume Service.** Customers may temporarily pause Service ("Pause Service") for a minimum of 30 days and up to a maximum of nine months. Your Service will be deactivated on the day you place it on Pause Service, but if that day is any day other than the first day of your billing cycle, you will not receive a refund for that month of Service. If you put your Service on Pause Service, your Service will immediately be unavailable for use. When you resume Service, your billing cycle date will change to the date on which your Service is resumed. If you use your Service to support Internet-based calling (e.g., voice over Internet protocol (VoIP)), you will not be able to make any incoming or outgoing calls, including 911 calls, from your service address unless and until you have us reactivate your Service. When Pause Service ends, Quantum Fiber does not guarantee that you will be able to maintain the pricing, offer, plan, discount, speed, or the service itself that you had before Pause Service.

12. Limitation of Liability. THE LIMITATIONS OF LIABILITY IN THIS SECTION APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), UNLESS YOUR DAMAGES OR LOSSES RESULT FROM THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF COMPANY. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 15(b)(ii).

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. WE EXERCISE NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. WE RECOMMEND YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY.

(b) COMPANY DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(c) COMPANY DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY, COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF THE THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM ANY SUCH THIRD-PARTY.

(d) Payment Services.

(i) PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT INVOICE INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT COMPANY CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.

(ii) COMPANY DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT COMPANY HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWING THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) WE ARE PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL.

(iii) ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER, INCLUDING BUT NOT LIMITED TO INSUFFICIENT FUNDS, ACCOUNT CLOSED OR INVALID ACCOUNT NUMBER, ARE DEBITED FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR COMPANY ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON OUR RECEIPT OF THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, E.G., CASH, CASHIER'S CHECK, OR MONEY ORDER.

(iv) COMPANY DOES NOT GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYMENT REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view your payment receipt electronically or online for any reason,

contact Quantum Fiber customer service by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com.

(e) AS PART OF PROVIDING SERVICE, COMPANY MAY ACCESS YOUR PREMISES, COMPUTER HARDWARE AND SOFTWARE, AND YOUR NETWORKING AND INTERNET-RELATED EQUIPMENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TECHNICIANS DOING SUCH WORK HAVE ANY SPECIAL EXPERTISE REGARDING YOUR COMPUTER OR SUCH EQUIPMENT.

(f) COMPANY'S LIABILITY FOR CLAIMS IS FURTHER LIMITED AS FOLLOWS:

(i) FOR EQUIPMENT-RELATED CLAIMS, YOUR SOLE REMEDY IS THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 13;

(ii) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, COMPANY SHALL HAVE NO LIABILITY WHATSOEVER;

(iii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, COMPANY SHALL HAVE NO LIABILITY WHATSOEVER; AND

(iv) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE SERVICE, YOUR USE OF THE SERVICE, AND COMPANY'S BILLING FOR THE SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO COMPANY IN THE SIX MONTHS PRIOR TO NOTIFYING COMPANY OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO COMPANY DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.

(v) REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, COMPANY, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT.

(g) COMPANY WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER IF SUCH DELAY OR FAILURE IS CAUSED BY A FORCE MAJEURE EVENT.

13. Warranty.

(a) Limited Warranty for Equipment. We extend a Limited Warranty to the original lessor or purchaser (you) for the Equipment, and no others. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from us at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

LIMITED WARRANTY

(i) The Equipment is warranted by Company to the person originally purchasing or leasing the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the Equipment lease, only (for Equipment leased from us); and (B) for a period of 30 days from the date of Equipment purchase (collectively, the "Warranty Term"). Equipment you purchase may be eligible for additional warranty coverage from the manufacturer of that Equipment and you should review the materials included with that Equipment or contact the Equipment manufacturer for further information.

(ii) This Limited Warranty covers only the basic operations of the Equipment, and we do not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this

Limited Warranty cover any defect present in any computer, network, operating, or other system. If the Equipment malfunctions due to a manufacturing defect before the Warranty Term expires, we will replace or repair it, at its option, without charge, so long as (A) you notify us as set forth in Section 13(a)(vi) below, report that the Equipment's basic operations are not functioning properly, and cooperate with the Company representative to evaluate the circumstances; (B) the date you so notify us is within the Warranty Term specified above; and (C) you promptly return the Equipment according to the procedure specified in Section 11(c). We will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within 30 days after you comply with (A) through (C), above; (2) provide you with an expedited option whereby we will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, we may charge you, via a bank account, credit card, or debit card that we accept or other means Company chooses, for the full retail cost of the replacement Equipment ("Advance Charge"). If you return your defective Equipment to us according to procedure specified in Section 11(c), and we receive your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, we will credit back the Advance Charge to the same payment method to which the Advance Charge was applied; or (3) such other option that you and Company may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) *Repaired/Replacement Equipment.* We may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at Company's sole discretion. This Limited Warranty will apply to the replaced or repaired Equipment for 90 days or until the end of the warranty period set forth herein, whichever is longer. All replaced products or parts become the property of Company and will not be returned.

(iv) *Exceptions and Exclusions.* This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God, or the elements. No advice or information given by Company, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty.

(v) *No Other Express Warranties and Limitation of Implied Warranties.* This Limited Warranty is the only express warranty extended by Company in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) If you have questions, please contact us by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com.

(vii) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, EQUIPMENT, INVOICE AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEDING SECTION, COMPANY PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE, AND COMPANY DISCLAIMS ANY SUCH WARRANTIES. COMPANY DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. COMPANY IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. COMPANY TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. COMPANY MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY

APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. Indemnification. You agree to indemnify, defend, and hold harmless Company and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or Equipment; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or Equipment (circuit, apparatus, system or method) furnished by you; or (e) negligent acts, errors, or omissions, gross negligence, or intentional misconduct by you.

15. Dispute Resolution.

THIS SECTION 15 SHALL NOT APPLY TO ANY ENTERPRISE CLASS CUSTOMER.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY COMPANY OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICES, SOFTWARE, AND/OR EQUIPMENT, REGARDLESS OF THE LEGAL THEORY.

(a) Pre-Filing Requirements. Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to Company in writing in a manner reasonably sufficient to allow Company a fair and adequate opportunity to resolve the dispute without litigation ("Notice of Claim"). Any Notice of Claim should be emailed to legalaffairs@lumen.com or mailed to Lumen Technologies, Attn: Litigation Department, 931 14th Street, Suite 900, Denver, CO 80202.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND COMPANY WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

(i) *Notice of Claim Must Be on an Individual Basis.* Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this Agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Quantum Fiber account.

(ii) *Fair and Adequate Opportunity to Resolve the Dispute.*

(A) Company commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide Company a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

- (1) the Quantum Fiber account number(s) for the account(s) related to the claim or dispute;
- (2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, Service, Equipment, Software, or other issues;
- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) supporting documentation, including copies of your payment receipt, supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from Company for additional information to support or clarify your claim or dispute.

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with Quantum Fiber (e.g., Quantum Fiber employee, Quantum Fiber-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 15(a)(ii)(A) and (B), Company will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. Company will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 15(a)(ii)(A) and (B), Company is not obligated to search its records.

(iii) *60-Day Pre-Filing Period.* If you and Company are unable to resolve your claim or dispute within 60 days after Company receives your Notice of Claim that meets the requirements of Sections 15(a)(i) and 15(a)(ii) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in paragraph 15(a)(i), or because it does not include the information required by Section 15(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which Company has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of Sections 15(a)(i) and 15(a)(ii), but you fail to respond to a reasonable request from Company for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.

(iv) *Pre-Filing Tolling Period.* Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days after Company receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from Company for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of Company's request.

(b) Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. By this Agreement, both you and Company waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

(i) *Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.* Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Quantum Fiber account.

(ii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* As consideration for following the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 15(b), Company agrees that:

(A) Company will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;

(B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds Company's highest offer of settlement during the 60-Day Pre-Filing Period, Company will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;

(C) Nothing in this Agreement, including the limitations on liability in Section 12, will prevent or limit the recovery of statutory remedies;

(D) The damage cap in Section 12(f)(iv) is increased so that it will not exceed the total charges you paid to Company in the twelve months prior to notifying Company of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 12(f)(iv) is increased so that it will not exceed the charges you paid to Company during the last twelve months before terminating service; and

(E) Company will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that Company retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this Section 15(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award to attorneys' fees, costs, and expenses than allowed under Section 15(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both Section 15(b)(ii) and applicable law.

(iii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis Not Severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* If a court deems Section 15(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then Section 15(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this Agreement.

(c) Waiver of Right to Jury Trial. **BOTH YOU AND COMPANY WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your claims and Company's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in Section 15(d).

(d) Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 15(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 15(c) shall be unenforceable and severed from this Agreement.

(e) Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY COMPANY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR PAYMENT RECEIPT, YOU MUST NOTIFY COMPANY OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR PAYMENT RECEIPT. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED PAYMENT RECEIPT. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

16. Waiver of Right to Jury Trial and Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis for Enterprise Class Customers. This Section 16 shall apply only to Enterprise Class customers. **BOTH YOU AND QUANTUM FIBER WAIVE THE RIGHT TO A JURY TRIAL ON YOUR CLAIMS.** By this Agreement, both you and Quantum Fiber waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this Agreement for two or more claimants to (1) pursue their claims in a single court action, or (2) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Quantum Fiber account.

17. Limitation on Time to File Any Claim, Dispute, or Lawsuit for Enterprise Class Customers. This Section 17 shall apply only to Enterprise Class customers. YOU MUST NOTIFY QUANTUM FIBER OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU

MUST NOTIFY QUANTUM FIBER OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

18. Notices. Except as otherwise provided herein, all required notices to Company must be in writing and sent to 931 14th Street, 9th Floor, Denver, CO 80202; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting on www.quantumfiber.com, posting in your Quantum Fiber account portal, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you either when you ordered Service or Equipment or at a later time. You agree to provide Company with any and every change to your e-mail address by emailing us at fibersuccess@lumen.com or by chatting with us through www.quantumfiber.com. If you fail to provide updated e-mail address information to Company, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when posted online or in your Quantum Fiber account portal or when sent electronically to the email address you provided.

19. Supremacy.

(a) For customers other than Enterprise Class:

(i) In the event of any inconsistency between this Agreement and any other documents exchanged between you and Company related to the Service, Software, or Equipment, the provisions of this Agreement will control.

(ii) In the event of any inconsistency between Sections 12 and 15 of this Agreement and the liability limitations and dispute resolution provisions of any other agreement between you and Quantum Fiber, Sections 12 and 15 of this Agreement shall control. Subject to this Agreement and the Quantum Fiber® Connected Home Subscriber Agreement, then Section 14(a)(iv) of the CenturyLink Connected Home Subscriber Agreement shall be treated as an additional limitation of liability; and

(iii) In the event any other agreement between you and Company or any of its affiliates does not contain liability limitations or dispute resolution provisions, Sections 12 and 15 of this Agreement shall control to the greatest extent permitted by law.

(b) For Enterprise Class customers:

(i) In the event of any inconsistency between this Agreement and any other documents exchanged between you and Quantum Fiber related to the Service, Equipment, or Software, the order of priority for resolving any inconsistency shall be as follows: your master service agreement or a Quantum Fiber-approved government contracting vehicle and any other documents attached to or expressly incorporated into the same, and then this Agreement.

(ii) Notwithstanding any other provision in this Agreement, Section 15 of this Agreement shall not apply, and any dispute resolution provisions of any other agreements between you and Quantum Fiber shall control.

20. Entire Agreement.

(a) For customers other than Enterprise Class, this Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and Quantum Fiber with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings between you and Quantum Fiber relating to the subject matter of this Agreement.

(b) For any Enterprise Class customers, this Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and Quantum Fiber with

respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings between you and Quantum Fiber relating to the subject matter of this Agreement.

21. Governing Law. This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action, or lawsuit.

22. General. If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. All URLs listed in this Agreement include any successor URLs and content contained at such URLs are incorporated by reference. In the event any content contained at such URLs conflicts with this Agreement, this Agreement controls. You agree that Company's use of successor URLs and content contained therein does not cause a material and adverse economic impact to you. If such impact would result from the updated content, we will provide you notice of such change as described in Section 4(b) of this Agreement. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any Company employee, vendor, contractor, or agent at any time. We reserve the right to terminate your Services, Software, and Equipment without notice in the event of such behavior.

Where required by law, customers who cancel their Service within the first 3 days, or 7 days, as applicable, following acceptance of this Agreement will be refunded all charges incurred with respect to their account.