



SPARKLIGHT BUSINESS PHONE CUSTOMER SERVICE AGREEMENT

Terms and Conditions

- 1. Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone Service(s) from Cable One, Inc. d/b/a Sparklight Business ("Sparklight"). Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30-day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.
- 2. General.**
 - (a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight may apply its then current rates in its provision of the Service(s).
 - (b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight.
 - (c) If Customer currently is a subscriber to other Sparklight services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.
 - (d) Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA – Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization.

Customer expressly acknowledges that Sparklight provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code. Our phone service utilizes equipment that is connected to your office's power. Because our equipment does not include a backup battery source, if there is power interruption to your office, your service will not work. Backup batteries can be purchased to supply power to the phone equipment should a power outage occur. Uninterruptible Power Supplies (UPS) can be purchased from brick-and-mortar or online retailers that can provide up to 24 hours of power for our equipment. We've identified and tested two products manufactured by APC that offer a 2 year warranty, can operate between 5°F and 113°F have lights to monitor the power source, and include an easy test button. These two products can are listed below.

Alternative Battery Backup

Customers who wish to use a battery backup solution for an extended battery backup period can purchase an Uninterruptible Power Supply (UPS) from many brick-and-mortar and online retailers. The following Uninterruptible Power Supply (UPS) solution is generally available for purchase in brick-and-mortar and electronic retail stores and can provide 24 hours of battery backup for the phone EMTA provided by Sparklight:

[APC Model SMX750C, Smart UPS X, 750VA, Rack/Tower convertible 2U, 120V UPS](#)

[APC Model SMX48RMBP2U, Smart-UPS X-Series 48V External Battery Pack Rack/Tower](#)

- (e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight immediately so that a technician may be dispatched to troubleshoot. Should Sparklight be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight's network, Sparklight shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.
- (f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.
- (g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.
- (h) The Sparklight Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. Charges.

Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, including inbound toll-free calls even if such charges

are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for toll-free, international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

- (a) A late fee may be charged on Service accounts that are past due; which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight on or before the due date stated on the monthly bill.
- (b) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight sends a collector to the Customer's premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.
- (c) If Customer discontinues the Service(s) or Sparklight's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight, to pay a reconnect charge or trip charge (where applicable) before reconnection.
- (d) Sparklight may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.
- (e) Sparklight may charge a service fee for all returned checks and account debit, bank card or charge card charge backs. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.
- (f) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Sparklight has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight's collection or remittance of such taxes, fees and surcharges.

- 4. **Fraud.** Customer understands that Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.
- 5. **Directory Listings and Directory Assistance.** Sparklight uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight receives White Pages information listing from Customer and relays that information to our thirdparty provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight, Sparklight will provide a simple one-line listing in the White Pages which will only include one phone

number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight will not be responsible for any damages or expenses resulting from directory listing failings.

6. Termination.

- (a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Customer becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Customer during the remaining term hereof immediately due and payable, (ii) to cease providing services to Customer, and (iii) immediately to enter the Premises and take possession of all Sparklight-owned equipment without liability to Customer therefore and without relieving Customer of its obligations under this Agreement. Customer shall reimburse Sparklight for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight's exercise of its rights under this Agreement.
- (b) Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.
- (c) If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Customer.
- (d) Should Customer engage in early termination of the Agreement but without the justification of a Sparklight breach, Customer will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term.

7. Installation, Equipment and Cabling.

- (a) The installation services and related equipment that will be available from Sparklight for a standard installation are as described in Sparklight's price list. Other services that may be available from Sparklight at additional charges for a non- standard installation are also described in Sparklight's price list. All charges are subject to change at any time. If self- installation is available from Sparklight and elected by Customer, Sparklight will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment and agrees to hold Sparklight harmless from any damage to property.
- (b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value-added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.
- (c) Any cabling installed by Sparklight will remain the property of Sparklight, except as otherwise required by applicable law.
- (d) Sparklight will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight equipment. Because Sparklight utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer-owned phone that is certified on the BroadCloud network. Sparklight posts the current list of approved phones on its website at

business.sparklight.com/support/hosted-voice. Though the list is periodically updated, and because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight directly to confirm the compatibility of any specific phone.

- (e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s) shall obtain and maintain, throughout the term any consents required to allow Sparklight personnel to install, deliver, operate and maintain the Service(s) and Sparklight Equipment at Customer's locations. Sparklight and its authorized agents may enter Customer's premises and have access to the Sparklight Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Equipment.
- (f) Sparklight shall have the right to upgrade, modify and enhance the Sparklight Equipment and Software from time to time through downloads from the network or otherwise.
- (g) If Customer is not the owner of the premises upon which Sparklight Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight personnel and/or its agents to enter the premises for the purposes described in this Section 5. Customer shall indemnify and hold Sparklight harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.
- (h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight from time to time. Sparklight reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.
- (i) The Sparklight Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Equipment to the Customer's location or otherwise.
- (j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Equipment as and where installed by Sparklight, and will not remove any markings or labels from the Sparklight Equipment, indicating Sparklight ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight) will not permit anyone other than an authorized representative of Sparklight to perform any work on the Sparklight Equipment. The Equipment Agreement for the Sparklight Equipment is incorporated herein by reference.
- (k) To the extent any Software is licensed by Sparklight (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. Customer Conduct.

- (a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight.
- (b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. Review and Enforcement. Sparklight may suspend Customer's account, or cancel Customer's account, if Sparklight determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. Support, Service and Repairs. Sparklight will repair damage to or, at Sparklight's option, replace Sparklight Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Equipment wear and tear or technical malfunction of the system or network operated by Sparklight, at Sparklight's expense. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight's control.

11. Service Interruptions, Force Majeure. Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight to Customer and will be the sole Customer remedy for service interruptions. The Sparklight and Sparklight Parties shall have no liability, including as set forth in this Section 11, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. Disclaimer of Warranty, Limitation of Liability.

- (a) CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SPARKLIGHT'S FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

- (b) CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

NONE OF THE SPARKLIGHT PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

- (c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9 AND 11 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT PARTIES.

13. Indemnification. Customer agrees to defend, indemnify and hold harmless Sparklight and the Sparklight Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Phone Service by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Sparklight to Customer.

14. Privacy.

- (a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight's website at business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.
- (b) Sparklight may collect (whether automatically or otherwise) and share with other Sparklight entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight may acquire as a result of the provision of the Phone Service. As Sparklight provides Products and Services to Customer, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight will not share such information if Customer informs Sparklight that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.
- (c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. Arbitration. AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE

ATTENTION OF SPARKLIGHT FOR AN INFORMAL RESOLUTION. SHOULD MORE THAN THIRTY (30) DAYS PASS WITHOUT A MUTUALLY SATISFACTORY RESOLUTION, SUCH CONTROVERSY OR CLAIM (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY SPARKLIGHT SERVICE ON THE PART OF CUSTOMER) SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR OF INITIAL NOTICE TO SPARKLIGHT. ARBITRATION MAY BE INITIATED BY SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE (WITH A DESCRIPTION OF THE NATURE OF THE DISPUTE AND RELIEF SOUGHT) TO SPARKLIGHT ADDRESSED TO: GENERAL COUNSEL, SPARKLIGHT, INC., 1314 N. THIRD STREET, PHOENIX, AZ, 85004. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND ADMINISTERED BY THE AAA. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL AND WAIVE ANY ENTITLEMENT TO ATTORNEY'S FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CLAIMS MAY ONLY BE BROUGHT FOR THE BENEFIT OF THE INDIVIDUAL CUSTOMER AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING OR CONSOLIDATED ARBITRATION PROCEEDING.

- 16. Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.
- 17. Interpretation' Severability.** This Agreement is, and shall be interpreted as, subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.
- 18. Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight.
- 19. Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Arizona but excluding its principles of choice of law or conflicts of law.
- 20. Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight by such means as Sparklight shall determine in its discretion. Without limiting the foregoing, Customer agrees that Sparklight may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.
- 21. Waiver.** Failure by Sparklight to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 22. E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

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