

Quantum Fiber From AT&T Internet Subscriber Agreement

This Quantum Fiber from AT&T Internet Subscriber Agreement, together with the materials referenced herein (“Agreement”), is between AT&T (“we,” “us,” “our,” “AT&T,” or “Company”) and the end user or authorized user of the Quantum Fiber Services or the Quantum Fiber from AT&T 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.

This Agreement includes and is part of the AT&T Consumer Services Agreement (a copy of which is available at <https://www.att.com/consumerserviceagreement>). By agreeing to be bound by this Agreement, you are also agreeing to be bound by the AT&T Consumer Services Agreement.

By enrolling, activating, using, or paying for any Quantum Fiber from AT&T Service, Product, Equipment, or Software defined in Part 1 below (“AT&T Service(s)” or “Service(s)”), 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@quantumfiber.com or by chatting with us through www.QuantumFiber.com.

Please read this Agreement carefully. It affects your rights and requires you and AT&T to resolve disputes through arbitration on an individual basis rather than jury trials or class actions.

- **SECTION 9(c) CONTAINS YOUR CONSENT FOR US 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 OUR LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM US FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, EQUIPMENT, AND/OR SOFTWARE.**
- **SECTION 15 CONTAINS MANDATORY DISPUTE RESOLUTION AND ARBITRATION PROCEDURES WHICH REQUIRE YOU AND AT&T TO TRY TO WORK THINGS OUT INFORMALLY THROUGH A NOTICE OF DISPUTE PROCESS. IF THOSE PROCEDURES ARE FOLLOWED AND THERE’S STILL NO RESOLUTION AFTER 60 DAYS, THEN YOU OR AT&T CAN GO TO SMALL CLAIMS COURT OR PURSUE ARBITRATION ON AN INDIVIDUAL BASIS. YOU AND AT&T AGREE THAT WE WAIVE OUR RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.**

WE STRONGLY ENCOURAGE 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 us by email at fibersuccess@quantumfiber.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 from AT&T's network performance, please see Section 2(a)(ii) below and our Internet Service Disclosure located at www.QuantumFiber.com/legal.

1. Definitions.

"AT&T" (also "we," "us," "our," or "Company") means AT&T Enterprises, LLC.

"AT&T Consumer Services Agreement" (also the "AT&T CSA") is available at <https://www.att.com/consumerserviceagreement>. With respect to your Quantum Fiber from AT&T service only, in the event of a conflict between the terms herein and the terms contained in the AT&T Consumer Services Agreement, the terms herein will control.

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

"Authorized User(s)" an individual or individuals (such as family members) designated by you to act on your behalf.

"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 us), 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" with respect to Quantum Fiber from AT&T 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. To avoid any doubt, this Agreement does not apply to AT&T Internet Air or any other AT&T branded fixed wireless services, which are governed by the AT&T Consumer Services Agreement.

"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 at the sole discretion of Quantum Fiber with prior written notice to you.

"Quantum Fiber" means AT&T Enterprises, LLC, acting in the capacity of the provider of Quantum Fiber from AT&T Services and/or as a successor in interest to Q Fiber LLC to the rights and responsibilities assigned to AT&T Enterprises, LLC in connection with the provision of Quantum Fiber from AT&T Services.

"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 from AT&T Internet or other Quantum Fiber-provided Internet access service, including Quantum Fiber from AT&T branded 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 from AT&T 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 reasonable 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 from AT&T 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 from AT&T 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@quantumfiber.com, or chatting with us through www.QuantumFiber.com. Only You may use your email account. You must keep your Quantum Fiber from AT&T 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@quantumfiber.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@quantumfiber.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 from AT&T 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 WE, 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:

We may add, modify, or delete any terms, conditions, rates, or fees for your Service at any time. We will provide you with notice of changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any incorporated documents) by email, bill insert or message, text or other message, posting on the website for your AT&T Service, mail, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for AT&T Services after the effective date of the change means you have accepted the change. If we notify you of a materially adverse change concerning an AT&T Service during your Service or Programming Commitment, and if you don't accept the change, you must cancel the AT&T Service within 14 days of the notice to avoid an early termination fee, if applicable. Continued use of the AT&T Service is your acceptance of any changes.

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 Company. 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 complies 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 / How We May Contact You / Use by Children.

(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 from AT&T 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@quantumfiber.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.

(d) Use by Children: Children under the age of 13 should not be permitted to access AT&T Services unless allowed by an Account holder who is their legal guardian. By permitting a child to access an AT&T Service, you are giving your child access to all features (such as email, texts, and device applications), the internet, and a broad range of third-party content. It is your sole responsibility to determine whether the features are appropriate for a minor. AT&T is not responsible for any content accessed by you or minors. In addition, AT&T does not guarantee the accuracy of any access controls available from AT&T, and you agree that you will not hold us liable for any loss or damage of any kind incurred as a result of the use of any such access controls.

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 us by email at fibersuccess@quantumfiber.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 from AT&T requirements. You must also keep program-eligible Services or Equipment active and your Quantum Fiber from AT&T 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 from AT&T 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 we and our 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@quantumfiber.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.
- (D) You agree that all users of your Services (including minors), are subject to the limitations and obligations of this Agreement, including its arbitration provision and Privacy Notice. It's your duty to inform them of their limitations and obligations and to provide this Agreement to them.
- (E) You may designate individuals (such as family members) to act on your behalf ("Authorized Users"). Authorized Users can manage your Company accounts, including changing or adding Services. You're responsible for all actions, changes, and additions made by any Authorized Users, and any other persons accessing or using your Account or device(s). This includes, but is not limited to, purchases of apps and other add-on products and additional Services.
- (F) If you are not present or do not identify yourself when Service is installed, you authorize any adult (the minimum age may differ by state or territory) present to act on your behalf, regardless of whether you designated that adult as an Authorized User. You also authorize this adult to accept any related terms and conditions, agreements, and charges. Further, you authorize us to provide information about and make changes to your Company accounts (as well as to perform any credit checks on you that we deem appropriate to implement the changes or respond to questions) at the direction of this adult. We reserve the right to refuse to allow an adult to authorize installation, take any action regarding your Company accounts, or receive any information if we decide in our sole discretion that the adult has failed to provide sufficient identifying information or cannot answer questions about you or your Company accounts to our satisfaction.
- (G) You may have previously been given the option to combine credentials to log onto multiple Company accounts and/or third-party accounts. In our sole discretion, we may end this option and require separate credentials for different accounts.

(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@quantumfiber.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 have a billing dispute, you have 180 days from the date of the bill either to notify customer service or submit a Notice of Dispute. Otherwise, you'll have waived your rights to dispute the bill and to participate in any legal action raising that dispute. This limitations period does not apply in any state in which this contractual notice provision is prohibited. 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, we do 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.

You agree that:

- AT&T is not an insurer of AT&T Services, nor can it insure the accuracy of your information or the privacy or security of your AT&T Accounts;
- AT&T has no control over the acts and conduct of third parties;
- AT&T is not responsible for losses incurred as a result of your or a third-party's use of your AT&T wireless number or other AT&T Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account;

To the greatest extent permitted by law, AT&T is not liable for any reason to you, or any user or beneficiary of AT&T Services, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages, including but not limited to damages for personal injury; property damage; or loss of revenue, profits, business, goodwill, use, data, or other tangible or intangible losses (even if we've been told of the possibility of those damages) resulting from, for example:

- use of AT&T Services (which includes equipment, software, and inside or outside wiring);
- the performance or nonperformance of AT&T Services;
- the actions or inaction of AT&T or its agents with respect to the provision or delivery of any AT&T Services or that relate to your AT&T Account or our relationship with you;
- any action of a third-party, such as unauthorized access to your AT&T Accounts or AT&T Services (including the use of your AT&T Accounts or AT&T Services to access a third-party account); or
- any alleged actions or representations, statements, promises, or agreements by AT&T that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of AT&T Services;

To the greatest extent permitted by law, **AT&T is not liable to you for any damages of any kind** resulting in any way from:

- the installation, maintenance, removal, or technical support of AT&T Services, **even if the damage results from the ordinary negligence of our installer or other representative**;
- any unauthorized access to your AT&T Accounts or AT&T Services (including the use of your AT&T Accounts or AT&T Services to access a third-party account), **even if the unauthorized access was the result of ordinary negligence by an AT&T employee, representative, agent, or any person or entity purporting to act on AT&T's behalf**;
- any inability to reach 911 or other emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations;
- the use, inability to use, or the lack of interoperability between AT&T Services and any third-party hardware, software, or service, even if charges for the third-party hardware, software, or service appear on your AT&T bill;
- the loss of your information, such as missed or deleted voicemails, text messages, emails, pictures, or files; or
- any interruption, error, limitation, delay in any AT&T Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.

To the greatest extent permitted by law, **our total liability to you (under any legal theory) is a credit or refund that must not exceed the total amount of charges you paid us for the applicable AT&T Service during the shorter of (i) the preceding 24-month period or (ii) the period in which you experienced the issue giving rise to your claims**. If you are disputing a charge on your bill, subsection 10(b)(vi) requires you either to notify customer service or submit a Notice of Dispute within 180 days of the bill date.

To the greatest extent permitted by law, **you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim** (this contractual limitations period is tolled by the submission of a valid Notice of Dispute under Section 15 of this Agreement).

Each of the limitations of liability in this Agreement will apply to claims you bring against third parties to the extent that we would be required to indemnify that third-party. If applicable law prohibits a limitation in this Agreement, all other limitations will apply to the greatest extent permitted by law. References in Section 1.7 to "AT&T" and "we" include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as AT&T's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns.

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@quantumfiber.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.** **You’re using AT&T Services at your own risk. Unless expressly set out in this Agreement, AT&T Services are provided on an “as is” and “as available” basis, without warranties or guaranties of any kind. To the greatest extent permitted by law, AT&T (including our past, present, and future parents, subsidiaries, affiliates, related entities, as well as AT&T’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns) expressly disclaims all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade.** No one is authorized to make warranties on our behalf. We do not guarantee that AT&T Services will meet your requirements, be of a particular quality or speed, or will be

uninterrupted, accurate, secure, maintained, and kept free from viruses or other harmful components. There is no security or protection guarantee against unauthorized access to your AT&T Services, personal information, or AT&T Account. We do not guarantee that AT&T Services are suitable for use in situations in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or financial loss. We also do not guarantee that AT&T Services will be interoperable with your hardware or software and that incompatibility won't lead to damage or loss of data.

14. Indemnification. To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend AT&T (including our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as AT&T's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns) from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly:

- your or your Authorized Users' access to, use of, or inability to access or use any AT&T Service;
- any violation by you or your Authorized Users of this Agreement;
- your or your Authorized Users' violation of law (including negligence, willful misconduct, and infringement of anyone's intellectual property rights); or
- any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to this Agreement or any AT&T Service.

15. Dispute Resolution.

Please read this carefully. It affects your rights.

15.1 Summary:

This part of the Agreement outlines how disputes between you and AT&T will be resolved through our informal dispute resolution process, individual arbitration, or small claims court. The informal dispute resolution process gives you the opportunity to explain what happened to someone in, or working with, our legal department. Under the terms of this Agreement, AT&T is encouraged to resolve issues early, without going any further.

An "arbitration" is a less formal alternative to a lawsuit or jury trial in court. A neutral third party, called an arbitrator, decides the dispute. The arbitrator applies the same law and can award the same individualized remedies that a court could award, but uses streamlined procedures and limits discovery to simplify the process and reduce costs. The arbitrator's decision is legally binding, and it is subject to very limited review by courts. **You and AT&T agree that arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted. This means that you and AT&T will neither file a lawsuit (in any court other than a small claims court), nor pursue or participate in an action seeking relief on behalf of others.**

While subsection 15.2 lays out the specifics, here are the steps you would take to resolve a dispute:

- **Contact customer service.** We encourage you to give customer service a call first. A phone call, chat session, or email with us is usually the quickest way to resolve an issue. Check out att.com/contactus to find the right service or product team for your issue.
- **You choose.** If you aren't satisfied after talking to customer service, you can choose to file your individual claim in small claims court or send us a Notice of Dispute, which is required before starting arbitration.
- **Let's work it out.** If you decide not to go to small claims court, start the informal dispute resolution process by sending a Notice of Dispute to our legal department, which you can [complete and send online](#). You and AT&T agree to give each other at least 60 days to share information and try to reach an agreement. (We'll use the same process if we have a dispute with you.) At your or our request, we'll schedule an Informal Settlement Conference to try to reach an agreement by phone or videoconference.

- **Pursue an arbitration.** If the dispute still isn't resolved, you can pursue an individual arbitration. The nation's largest non-profit arbitration provider, the American Arbitration Association (AAA), will administer the arbitration and select the neutral arbitrator, with input from both you and AT&T. Some things to keep in mind:
 - AT&T will usually pay all of the arbitration fees (with some exceptions).
 - Any hearings will be in the same county as your billing address, or they might be held by phone or videoconference.
 - In some cases, if you win, we will pay double attorney's fees (if any) and a minimum of \$10,000.

There are special rules for coordinated (or mass) arbitrations, where the same lawyers or a group of coordinated lawyers seek to file 25 or more similar arbitrations. If you choose to be part of those proceedings, the cases will proceed in stages, so it might take longer to arbitrate your dispute than it would otherwise.

15.2 Arbitration Agreement

15.2.1 Claims Subject to Arbitration:

To the greatest extent permitted by law, AT&T and you agree to arbitrate all disputes and claims between you and AT&T, except for claims arising from bodily injury or death. This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References in Section 15 to "AT&T" or "we" include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as AT&T's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns. References in Section 15 to "you" include your past, present, and future parents, subsidiaries, affiliates, related entities, agents, employees, predecessors in interest, successors, and assigns; and all authorized or unauthorized users or beneficiaries of AT&T Services or products under past, present, or future Agreements between you and AT&T.

Small Claims Option. Despite this arbitration provision, either you or AT&T may bring an action seeking only individualized relief in the small claims court for the county (or parish) of your billing address, so long as the action is not removed or appealed to a court of general jurisdiction.

This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Those agencies can, if the law allows, seek relief against us on your behalf. **By entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision will survive termination of this Agreement.

15.2.2 Pre-Arbitration Informal Dispute Resolution Process:

Customer service is available to help and usually can resolve any concerns you may have. If that does not work, the first step in the dispute resolution process is to send a written Notice of Dispute ("Notice"). (We'll also send you a Notice to your billing address if we have a dispute with you.) You may download the Notice form at att.com/arbitration-forms.

The Notice to AT&T may be sent by U.S. mail or professional courier service to Legal Department - Notice of Dispute, AT&T, 208 S. Akard, Office #2900.13, Dallas, Texas 75202 (the "Notice Address"), or, alternatively, submitted electronically by following the instructions at att.com/noticeofdispute. The Notice must include all of the information requested on the Notice form, including: (a) the claimant's name, address, and phone number; (b) the Account number at issue; (c) the services (if any) to which the claim pertains; (d) a description of the nature and basis of the claim or dispute; and (e) an explanation of the specific relief sought and the basis for the calculations. The Notice must be personally signed by you (if you are the claimant) or by an AT&T representative (if we are the claimant). To safeguard your Account, you might be required to provide both your authentication and consent for us to discuss your Account or share your Account information with anyone but you, including an attorney ("Authentication and Consent").

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim. During that period, either you or AT&T may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and AT&T must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and an AT&T representative must personally participate, unless otherwise agreed in writing. Your and AT&T's lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations period will be tolled for the claims and requested relief in the Notice during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that the complete Notice (and Authentication and Consent, if required) is received by the other party, and the later of (1) 60 days later or (2) the date the Informal Settlement Conference is completed, if timely requested. Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. (Subsection 15.2.7 contains additional requirements for commencing certain coordinated arbitrations.) All of the pre-arbitration dispute resolution requirements are essential so that you and AT&T have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the AAA may not accept, administer, assess, or demand fees in connection with such an arbitration. If the arbitration already is pending, it must be dismissed.

15.2.3 Arbitration Procedure:

You may download a form to initiate arbitration at att.com/arbitration-forms. In addition, information on how to commence an arbitration proceeding, including how to file a consumer arbitration online, is at adr.org/support. A copy of the arbitration demand must be sent to AAA and the Notice Address, and a copy of the Notice must be attached to your arbitration demand.

The arbitration will be governed by the then-current Consumer Arbitration Rules ("AAA Rules") of the AAA, as modified by this arbitration provision, and will be administered by AAA. (If AAA refuses to enforce any part of this arbitration provision, you and AT&T will select another arbitration provider. If there is no agreement, the court will do so.) The AAA Rules are available online at adr.org or may be requested by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.)

As in court, you and AT&T agree that any counsel representing someone in arbitration certifies that they're complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under AAA Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law against all appropriate represented parties and counsel.

All issues are for the arbitrator to decide, except only a court can decide the following:

- issues relating to the scope and enforceability of the arbitration provision,
- whether a dispute can or must be brought in arbitration,
- whether the AAA cannot or will not administer the arbitration in accordance with this arbitration provision,
- whether subsection 15.2.2 has been complied with or violated for purposes of awarding relief under that subsection that a court can award, and
- whether subsections 15.2.6, 15.2.7, or 15.2.8 have been complied with or violated.

The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers.

Unless you and AT&T agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is valued at \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator or through a telephonic, videoconference, or in-person hearing under AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by AAA Rules. During the arbitration, the amount of any settlement offers must not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which you or AT&T is entitled. Regardless of how the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Except as provided in subsection 15.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

15.2.4 Arbitration Fees:

We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees if we initiate an arbitration. If you initiate arbitration of claims valued at \$75,000 or less, we will pay those fees, so long as you have fully complied with the requirements in subsection 15.2.2. In such cases, we will pay the filing fee directly to AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to AAA and request that AAA reimburse you. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the allocation and payment of all such fees will be governed by AAA Rules.

15.2.5 Alternative Payment and Attorney Premium:

If you fully complied with the requirements above in subsection 15.2.2 and the arbitrator issues an award in your favor that is greater than the value of our last written settlement offer made before the arbitrator was selected, then we will:

- pay you the amount of the award or \$10,000 (the "Alternative Payment"), whichever is greater; and
- pay the attorney you retained, if any, twice the amount of attorneys' fees and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably incurs for investigating, preparing, and pursuing your claim in arbitration (the "Attorney Premium").

If we did not make a written offer to settle the dispute before the arbitrator was selected, and the arbitrator awards you any relief on the merits, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively.

Disputes regarding the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium may be resolved by the arbitrator upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of our last written settlement offer, the calculation will include only the reasonable attorneys' fees and expenses you incurred pursuing this arbitration through the date of our settlement offer.

The right to the Attorney Premium supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this arbitration provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the Attorney Premium and a duplicative award of attorneys' fees or expenses.

15.2.6 Requirement of Individual Arbitration:

The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, private attorney general, or public injunction proceeding.

If a court (after exhaustion of all appeals) declares unenforceable any of these prohibitions on consolidation or non-individualized relief (such as class, representative, private attorney general, or public injunctive relief), then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

15.2.7 Administration of Coordinated Arbitrations:

If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. **You agree to this process even though it may delay the arbitration of your claim.** In the first stage, claimants' counsel and AT&T will each select 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. If feasible, the arbitrators will be from the respective claimants' home states. If there are fewer than 50 cases, all will be filed in arbitration. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA must not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, and AT&T will pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA fees.

If this subsection applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees.

This subsection and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this subsection is not enforceable, then the cases may be filed in arbitration and the payment of AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

15.2.8 Future Changes to Arbitration Provision:

Notwithstanding any provision in this Agreement to the contrary, if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice via U.S. Mail within 30 days of the first notice of the change to Legal Department – Revised Arbitration Opt-Out, AT&T, 208 S. Akard, Office #2900.13, Dallas, Texas 75202. Include your name, address, phone number, account number, and a statement personally signed by you that you wish to reject the change to the arbitration provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and AT&T in accordance with the language of this version of the arbitration provision.

15.2.9 Puerto Rico Customers:

For Puerto Rico customers, all references to "small claims court" in this arbitration provision should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

15.3 Forum Selection:

Unless you and AT&T agree otherwise, to the greatest extent permitted by law, the state and federal courts in Dallas, Texas will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and AT&T consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

16. Notices. Except as otherwise provided herein, all required notices to Company must be in writing and sent to 208 S. Akard, Office #2900.13, Dallas, Texas 75202; 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 on att.com, posting in your Quantum Fiber from AT&T 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@quantumfiber.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 from AT&T account portal or when sent electronically to the email address you provided.

17. Supremacy.

(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 us related to the Service, Software, or Equipment, Sections 12 and 15 of this Agreement shall control.

(iii) In the event any other agreement between you and Company or any of its affiliates related to the Service, Software, or Equipment 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.

18. Entire Agreement. This Agreement, together with the other agreements, disclosures, and policies and posted information referenced herein, constitutes the entire agreement between you and us with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements or understandings between you and us relating to the subject matter of this Agreement.

19. Governing Law / Forum Selection. 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. Unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in Dallas, Texas will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

20. 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.