

SUMMIT TECH-PRO TERMS OF SERVICE

This Service Agreement for the SUMMIT TECH-PRO (the "Services") (collectively, the "Agreement") governs your use of the Services. PLEASE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY BEFORE USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND SUMMIT BROADBAND ("Summit"). BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES. SUMMIT TECH-PRO ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE SERVICES ARE PROVIDED TO YOU BY SUMMIT. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. CONTACT US AT CONTRACTS@SUMMIT-BROADBAND.COM FOR INFORMATION ABOUT THE SERVICES OR ANY QUESTIONS RELATED TO THIS AGREEMENT.

1. DEFINITIONS.

In this Agreement: (a) the words "Summit" and "Our", "We" and "Us" mean Summit Broadband, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and any person or entity represented by that individual; and (c) the word "Device(s)" means those devices that can connect to your wireless network, and any additional devices as updated in Summit's sole discretion.

2. PRIVACY POLICY & PASSWORDS.

Summit's Privacy Policy for the Services is available at <https://summit-broadband.com/privacy-terms/privacy-policy/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy.

3. DATA-USAGE CHARGES.

You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

A. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. SUMMIT HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. FURTHERMORE, SUMMIT MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR

EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUMMIT OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT SUMMIT HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. SUMMIT WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

B. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL SUMMIT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUMMIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUMMIT'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

C. Third parties: Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Service(s), including without limitation, their services, equipment, infrastructure, or content. Summit Broadband is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Service(s). Summit Broadband shall not be bound by any undertaking, representation, or warranty made by an agent, or employee of Summit Broadband or of our underlying third-party providers and suppliers in connection with the provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including, without limitation, that of content providers [whether or not accessible directly from the Service(s)]. Summit Broadband is not responsible for any services, equipment, infrastructure, and content that are not provided by us [even if they are components of the Service(s)], and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Service(s).

5. ARBITRATION

Most of Your concerns about the Services can be addressed by contacting Summit at contracts@summit-broadband.com For any dispute with Summit, You agree to first contact us and attempt to resolve the dispute with us informally.

Binding Arbitration

a. Purpose: If you have a Dispute with Summit Broadband that cannot be resolved through an informal dispute resolution with Summit Broadband, you or Summit Broadband may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

b. Definitions: The term “Dispute” means any dispute, claim, or controversy between you and Summit Broadband regarding any aspect of your relationship with Summit Broadband, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. Dispute is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, “Summit Broadband” means Summit Broadband and its parents, subsidiaries, and affiliated companies and each of their respective officers, directors, employees, and agents.

c. Right to opt out: IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUMMIT BROADBAND IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST RECEIVE THESE RESIDENTIAL TERMS AND CONDITIONS BY MAIL TO SUMMIT BROADBAND AT 4558 35th STREET, ORLANDO, FLORIDA 32811, ATTENTION: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUMMIT BROADBAND MUST INCLUDE YOUR NAME, ADDRESS, AND SUMMIT BROADBAND ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUMMIT BROADBAND THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUMMIT BROADBAND OR THE DELIVERY OF SERVICE(S) TO YOU BY SUMMIT BROADBAND. IF YOU HAVE PREVIOUSLY NOTIFIED SUMMIT BROADBAND OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

d. Initiation of arbitration proceeding: If you or Summit Broadband elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association – Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, 877.493.4185, adr.org under the Commercial Arbitration Rules of the American Arbitration Association “AAA”.

e. Arbitration procedures: Because the Service(s) provided to you by Summit Broadband concerns interstate commerce, the Federal Arbitration Act (“FAA”), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state of Florida may apply to and govern the substance of any Disputes. No state statutes pertaining to arbitration shall be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Summit Broadband. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of these Residential Terms and Conditions, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. If an award granted by the arbitrator exceeds seventy-five thousand dollars (\$75,000), either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

f. Restrictions: YOU MUST CONTACT US WITHIN THIRTY (30) DAYS OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

g. Location of arbitration: The arbitration will take place at a location convenient to you in the area where you receive the Service(s) from us.

h. Payment of arbitration fees and costs: SUMMIT BROADBAND WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN SUMMIT BROADBAND'S FAVOR, YOU SHALL REIMBURSE SUMMIT BROADBAND FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE SUMMIT BROADBAND FOR ANY OF THE FEES AND COSTS ADVANCED BY SUMMIT BROADBAND. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SUMMIT BROADBAND WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

6. CLAIM LIMITATION.

Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

7. INTELLECTUAL PROPERTY RIGHTS.

You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of Summit, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Summit. If You submit comments or ideas about the Services, including ways to improve the Services or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Summit under any fiduciary or other obligation, and Summit is free to use the Idea

without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Summit does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Summit, or developed by its employees or obtained from sources other than You.

8. INDEMNIFICATION.

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SUMMIT BROADBAND AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), SUMMIT BROADBAND EQUIPMENT, OR CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

9. ASSIGNMENT.

This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Summit, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

10. SEVERABILITY & WAIVER.

If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.

11. TERMINATION OR CHANGE OF THE SERVICES.

We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.

12. ENTIRE AGREEMENT & GOVERNING LAW.

This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law provisions.

13. SCOPE OF THE SERVICES.

The Services are developed and provided by Summit. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things,

- (a) assistance with third-party software or services that are not related to Your Supported Devices.
- (b) diagnostic support not related to Your Supported Devices;
- (c) modification of Original Equipment Manufacturer ("OEM") software;
- (d) installation of third-party software or OEM drivers not supported by Your Supported Devices;
- (e) installation of non-sanctioned applications

14. AVAILABILITY OF THE SERVICES.

Summit offers its Services for all eligible Devices, pursuant to Your agreement with Summit Broadband, and the respective users 8:00 a.m. to 8:00 p.m. Eastern, Monday through Friday. The Services will be available to You for the term of Your applicable plan with Your carrier. To use the Services, You or the individual seeking service on behalf of You may be required to provide identifying information such as the telephone number or address associated with Your account. You may be able to access the Services by calling 866-760-0560.

15. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.

We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

16. REPRESENTATIONS & AUTHORIZATIONS.

When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software, or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

17. REMOTE ACCESS.

To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third-party providers, and We may access any device connected to

Your Device, as well as the contents thereon. You may be required to close out or "hide" some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.

18. BACK-UP.

It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You.

19. RIGHT TO MODIFY. Summit may change this Agreement at any time. Summit will post the amended terms and conditions online.

20. ADDITIONAL PROVISIONS. Additional provisions applicable to Inside Wiring Maintenance Summit tech-Pro.