

COMMZOOM COMMERCIAL INTERNET SERVICE AGREEMENT
Summary Page

The provisions and defined terms on this Summary Page are incorporated into the Commercial Internet Service Agreement (“Agreement”).

Parties: commZoom, LLC (“commZoom”)
2438 Boardwalk
San Antonio, Texas 78217
Telephone: (210) 736-3376
Fax: (210) 403-2688

_____ (“Customer”)
Address: _____
City, state, zip: _____
Telephone: _____
Fax: _____

Premises: Property or Properties located at _____
_____. (“Premises”)

Customer Point of Contact (“Customer POC”):

Name: _____
Telephone: _____
Fax: _____

Agreement Date: _____, ___, 201__

Speed: _____

Term: Beginning on the Agreement date and continuing for __ months (“Term”) and thereafter automatically renewing for additional month-to-month terms at then current rates unless written notice is given of intent to terminate at least seven (7) business days prior to the initial termination date or subsequent renewal termination date.

Pricing: _____ Non-recurring Charge
_____ Monthly Recurring Charge
_____ See Special Pricing Addendum if checked

EXHIBIT A

COMMZOOM, LLC
GENERAL COMMERCIAL TERMS AND CONDITIONS OF SERVICE

The following are the terms and conditions (the "Agreement") that govern the relationship between [Company] ("Company," or "Customer") and commZoom, LLC that operates the cable system in Company's area ("commZoom," "we," "us" or "our"). If Company receives data or Internet services, Company will be bound to the Broadband Internet Service Terms and Conditions of Service, including without limitation the Acceptable Use Policy, which shall supplement, and control over any contradictory terms in, this Agreement. Each video, data, internet or other service, included bulk services, provided by commZoom entity is a "Service," and, collectively, are the "Services." The Services are also subject to the Annual Notice provided by commZoom each year, which contains, among other things, commZoom's Privacy Policy.

Company's signature on the work order and/or use of the Services constitutes Company's agreement to the terms and conditions set forth herein. We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future, and will provide Company notice of any such changes. That notice shall include discussion at initiation of services of promotional period rates and their scheduled transition to then applicable retail rates. By initiating service, Company acknowledges acceptance of promo period rate structures and their expected transition to then current rates at conclusion of promo period. Company's continued use of the Services after notice of the change shall constitute Company's acknowledgement and acceptance of the changes.

1. Subscription and Payment. Company is subscribing to Services as set forth on its work order, or as ordered over the telephone, or online. Company agrees to pay the monthly service fees and related charges for the Services.

2. Payment. Company agrees to pay for all Services provided to Company by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Monthly recurring charges and non-recurring charges are billed in advance unless prior arrangements have been made with commZoom management. All charges are due upon receipt of bill or by date specified on the billing statement for each period. If Company intends to dispute a charge or request a billing credit, Company must contact us within thirty (30) days of the date of the bill; otherwise, such dispute or credit is waived. Company may not amend or modify this Agreement. Any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by commZoom shall have no legal effect.

3. Late/Other Charges. Company understands that we may impose an administrative late fee for each month's charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If Company has not paid amounts due within thirty (30) days of the due date, and we use the services of a collection agency and/or attorney to collect amounts

due, Company agrees to pay to us, in addition to other amounts due, all reasonable agency and attorneys' fees that we incur, including without limitation, court costs.

4. Additional Fees. In addition to Company's monthly recurring charges and any administrative fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If Company cancels, terminates, or downgrades the Service before the completion of any promotional term to which Company agreed ("Initial Term"), Company agrees to pay commZoom an early cancellation fee of no less than two hundred dollars (\$200.00) plus all outstanding charges for all Services used and Equipment purchased for which Company has not paid us prior to termination. Early cancellation fees or any other fees may automatically be charged to Company's account and Company's credit or debit card provided to commZoom.

5. Ownership of Equipment. "Equipment" includes all Equipment installed in or on Company's premises by us including, without limitation, digital cable boxes, digital video recorder ("DVR") boxes, set-top boxes, cable modems, digital subscriber line ("DSL") modems, wiring, cabling, remote controls, house mounted security enclosures, and any other Equipment owned by commZoom or leased to Company for the Services under this or another Agreement or order between commZoom and Company. The Equipment shall remain commZoom's sole and exclusive property.

6. Tampering/Misuse/Lost/Stolen. Company shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Company's premises and used in another location. Company is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Company's possession, Company shall be liable for the cost of repair or replacement of the Equipment. commZoom reserves its rights to charge up to five hundred dollars (\$500) per piece of unreturned Equipment at the termination of Company's Service.

Termination of Service. commZoom may suspend any or all Services or terminate this Agreement and any or all Services if Customer: (i) breaches any provision of this Agreement; (ii) violates Company policies related to Services, including but not limited to Company's Acceptable Use Policy available at www.commzoom.com; (iii) fails to pay for Services as provided in this Agreement; or (iv) has provided false or materially misleading information.

commZoom may terminate Service at any time for any reason by providing seven (7) business days advance notice. Upon termination of Service for any reason, Company agrees to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to commZoom. If Company fails to return any Equipment, Company shall pay us the replacement cost of the Equipment.

7. Changes in Services, Equipment and Charges. We may change our Services, Equipment and charges, including deleting Services, with or without notice. Company acknowledges that the content, programs, or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice. Equipment and Facilities may be changed without notice.

8. Transfer of Account or Change of Residence. Company may not assign or transfer Company's obligations or rights related to the Equipment or Services, including to a new address, without our express written consent.

9. Service and Repairs. We will make reasonable efforts to maintain our cable system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by misuse, insect infestation, spillage, or neglect is Company's sole responsibility and Company must pay us for the cost of repair or replacement.

commZoom may delay or withhold "truck rolls" for service calls if the customer account is in arrears or generally not in good standing. All decisions on deployment of service personnel are the discretion of commZoom, LLC.

10. Access on Premises. Company grants us a permanent easement on Company's premises to construct, install, maintain, inspect and/or replace our outlets, cable television, Internet and VoIP telephone transmission lines and all other Equipment necessary to provide Services. Company must provide commZoom employees with reasonable access to the premises to install, inspect, repair, maintain, or remove the Service and any commZoom equipment.

11. Customer's Equipment. We shall have no responsibility for the operation, maintenance or repair of any equipment owned by Company, including but not limited to televisions, VCRs, audio receivers, converter boxes, routers and other devices.

12. Service Interruptions. If Company loses Service for twenty-four (24) consecutive hours or more, as Company's sole and exclusive remedy, Company is entitled to a prorated credit upon request. To qualify for an adjustment, Company must request a credit within thirty (30) days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.

13. Termination by Customer and Early Termination Fee.

- a. Company may terminate Service after the Initial Term by providing us at least thirty (30) business days advanced notice. Company is liable for all Services rendered by us up to the time the account has been deactivated and we have received all Equipment.
- b. If Company terminates prior to the end of the Initial Term or the Agreement is terminated by commZoom because of Company's breach of this Agreement then Company shall owe immediately and pay commZoom an Early Termination Fee calculated by taking the number on months left in the Initial Term times the Monthly Recurring Charge (including the Monthly Recurring Charge for any additional outlets). commZoom and Company agrees that the Early Termination Fee is just and reasonable to compensate commZoom for the cost of installing the

Facilities at the Premises and is in the form of liquidated damages, given the difficulty and uncertainty in determining actual damages, and is not a penalty. Company acknowledges that commZoom would not have entered into this Agreement and made the investment in the Facilities absent the Early Termination Fee.

14. Compliance with Agreement. We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.

15. Notifications. If receiving Video services, Company acknowledges receipt of a Cable Privacy Notification as required by federal law.

16. WARRANTY DISCLAIMER. OUR EQUIPMENT, FACILITIES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. COMPANY ACKNOWLEDGES THAT COMPANY HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY COMMZOOM, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WE DO NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

17. CUSTOMER INDEMNIFICATION. COMPANY AGREES THAT COMPANY SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMMZOOM AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "COMMZOOM GROUP") AND SHALL REIMBURSE THE COMMZOOM GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) COMPANY'S USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM COMPANY'S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) COMPANY'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

18. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL COMMZOOM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL,

CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, OR COMPANY'S USE OF OR INABILITY TO USE THE FOREGOING, INCLUDING LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF INFORMATION OR DATA, OR COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF THE COMMZOOM GROUP ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, AND COMPANY'S USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE LESSER OF: (A) THE FEES PAID BY CUSTOMER TO COMMZOOM IN RESPECT OF THE EQUIPMENT AND SERVICES GIVING RISE TO THE CLAIM(S); OR (B) THE TOTAL FEES PAID BY CUSTOMER TO COMMZOOM UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

19. BINDING ARBITRATION

- (a) **Purpose.** If Company has a Dispute (as defined below) with commZoom, Company or commZoom may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means Company will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. 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 Company and commZoom regarding any aspect of Company's relationship with commZoom, 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, "commZoom" means commZoom and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.
- (c) **RIGHT TO OPT OUT.** IF COMPANY DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, COMPANY MUST NOTIFY COMMZOOM IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT COMPANY FIRST RECEIVES THIS AGREEMENT BY E-MAIL TO LEGAL@COMMZOOM.COM SUBJECT LINE "ARBITRATION" OR IN WRITING AND BY MAIL TO 2438

BOARDWALK, SAN ANTONIO, TEXAS 78217, ATTN: ARBITRATION. COMPANY'S WRITTEN NOTIFICATION TO COMMZOOM MUST INCLUDE COMPANY'S NAME, ADDRESS, AND COMMZOOM ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT COMPANY DOES NOT WISH TO RESOLVE DISPUTES WITH COMMZOOM THROUGH ARBITRATION. COMPANY'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON COMPANY'S RELATIONSHIP WITH COMMZOOM OR THE DELIVERY OF SERVICE(S) TO COMPANY BY COMMZOOM. IF COMPANY HAS PREVIOUSLY NOTIFIED COMMZOOM OF COMPANY'S DECISION TO OPT OUT OF ARBITRATION, COMPANY NEED NOT DO SO AGAIN.

- (d) **Initiation of Arbitration Proceeding/Selection of Arbitrator.** If Company or commZoom elect to resolve Company's 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, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA".
- (e) **Arbitration Procedures.** Because the Service(s) provided to Company by commZoom concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. Applicable federal law or the law of the state where Company receives the Service from commZoom 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 Company's dispute with commZoom. 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 this Agreement, 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 \$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:

1. COMPANY MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES) ABOUT WHICH COMPANY MUST CONTACT COMMZOOM WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT, OR COMPANY WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.
2. 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 Company in the area where Company receives the service from us.

(h) PAYMENT OF ARBITRATION FEES AND COSTS. COMMZOOM WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON COMPANY'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. COMPANY IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT COMPANY INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMMZOOM'S FAVOR, COMPANY SHALL REIMBURSE COMMZOOM FOR THE FEES AND COSTS ADVANCED TO COMPANY ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN COMPANY'S FAVOR, COMPANY WILL NOT BE REQUIRED TO REIMBURSE COMMZOOM FOR ANY OF THE FEES AND COSTS ADVANCED BY COMMZOOM. 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, COMMZOOM WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

(i) Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will

be unenforceable, and the dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Company and commZoom have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

- (j) **EXCLUSIONS FROM ARBITRATION.** COMPANY AND COMMZOOM AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY COMPANY OR BY COMMZOOM THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMMZOOM AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE 47 U.S.C. § 522(9); AND (5) ANY COMPLAING, FORMAL OR INFORMAL, THAT MAY BE FILED WITH THE FEDERAL COMMUNICATIONS COMMISSION AND (6) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

- (k) **Continuation.** This Arbitration Provision shall survive the termination of Company's Service(s) with commZoom for any reason.

20. Special Provisions Regarding Internet Services.

- (a) THE FACILITIES WILL BE DESIGNED, ENGINEERED AND DEPLOYED CONSISTENT WITH EXHIBIT A. COMPANY UNDERSTANDS AND AGREES THAT COMMZOOM DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH OR SPEED ON THE PUBLIC INTERNET OR THAT ANY SPEED OR THROUGHPUT OF COMPANY'S CONNECTION TO THE COMMZOOM NETWORK WILL BE AVAILABLE TO COMPANY WHEN TRAVERSING THE PUBLIC INTERNET. Company understands and agrees that the speed of the Service provided at Company's site to and from public Internet sites and applications will vary depending upon a number of factors, including Company's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, traffic on the Internet, governmental actions, events beyond commZoom's control, and system failures, modifications, upgrades and repairs.

- (b) Company understands that commZoom may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with commZoom's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through industry standard techniques and practices as commZoom may reasonably determine

appropriate from time to time. See commZoom’s website for further information and disclosures.

- (c) commZoom has no obligation to monitor content; however, Company agrees that commZoom has the right to monitor content and Company’s use of the Services, and to disclose any information as permitted or required by any law, regulation or governmental request.
- (d) Company agrees to the Acceptable Use Policy applicable to the Service as posted at www.commZoom.com. Company agrees that its use of the Service remains subject to Company’s compliance with the Commercial Terms and Conditions of Service and Acceptable Use Policy.
- (e) Company is responsible for all charges attributable to Company with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. commZoom may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Company. commZoom reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Company.
- (f) commZoom is not responsible for any information provided by Company to third parties. Company assumes all privacy and other risks associated with Company providing personally identifiable information to third parties via the Services.
- (g) Company agrees to ensure that all uses of the Services installed at its premises (“use”) are legal and appropriate. Specifically, Company agrees to ensure that all uses by it or by any other person (“user”), whether authorized by Company or not, comply with all applicable laws, regulations, and written and electronic instructions for use. commZoom reserves the right to act upon reasonable notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Company or users, if commZoom (i) determines that such use or information is in contradiction of the terms set forth herein and interferes with commZoom’s ability to provide the Services to Company or others, or (ii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use.
- (h) Upon termination of this Service, commZoom is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.
- (i) We post information about the Service on our website at www.commZoom.com. Our website contains links to the following documents concerning the Service:

PRIVACY POLICY
ACCEPTABLE USE POLICY
NET NEUTRALITY POLICY

NOTE: commZoom reserves the right to modify the contents of the documents listed above as needed. You should review these documents periodically to ensure compliance.

- (j) Company further understands and agrees that, to allocate bandwidth across all of its users, commZoom may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

COMMZOOM, LLC
BROADBAND INTERNET SERVICE
COMMERCIAL SUBSCRIPTION AND SERVICE AGREEMENT

The Company named on the General Commercial Terms and Conditions (“Company,” “Customer”) and commZoom agree that the terms and conditions on the General Commercial Terms and Conditions and these terms and conditions constitute the agreement (the “Agreement”) for the provision of the Services selected by Company and designated on a Service Order. The terms and conditions in the General Terms and Conditions of Service are applicable to all Services.

By signing below, I, on behalf of [REDACTED], (“Company”) agree to the following:

- 1. Subscription and Payment.** Company is subscribing to commZoom Broadband Internet Service (“Service”) as set forth on its work order, or as ordered over the telephone, or online, and agrees to pay the monthly service fees and related charges for the Service.
- 2. Agreement Term.** This Agreement shall terminate upon the lawful termination of the final existing service order entered into under this Agreement.
- 3. Terms and Conditions, Acceptable Use Policy.** Company agrees to the Commercial Terms and Conditions of Service and the Acceptable Use Policy applicable to the Service as posted at www.commZoom.com. Company agrees that its use of the Service remains subject to Company’s compliance with the Commercial Terms and Conditions of Service and Acceptable Use Policy.

Important information about the Service. We post information about the Service on our website at www.commZoom.com. Our website contains links to the following documents concerning the Service:

PRIVACY POLICY
ACCEPTABLE USE POLICY
NET NEUTRALITY POLICY

NOTE: commZoom reserves the right to modify the contents of the documents listed above as needed. You should review these documents periodically to ensure compliance.

- 4. Payment Terms; Late Payments.** Charges are billed monthly in advance, must be paid in full each month, and are subject to change on reasonable notice. Late payments will be subject to interest and late payment charges. Failure to pay all charges in full when due may result in suspension or termination of service. Company agrees to pay a reconnection fee for reconnection of service. If Company disagrees with the amount of any invoice, it must notify commZoom within 30 days of the receipt of the invoice, or Company waives any claim related to the invoice.
- 5. Access to premises.** Company must provide commZoom employees with reasonable

access to the premises to install, inspect, repair, maintain, or remove the Service and any commZoom equipment.

6. Termination of Service. Company may terminate Service after the Initial Term by providing us at least thirty (30) business days advanced notice. Company is liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.

commZoom may suspend any or all Services or terminate this Agreement and any or all Services if Customer: (i) breaches any provision of this Agreement; (ii) violates Company policies related to Services, including but not limited to Company's Acceptable Use Policy available at www.commzoom.com; (iii) fails to pay for Services as provided in this Agreement; or (iv) has provided false or materially misleading information.

commZoom may terminate Service at any time for any reason by providing seven (7) business days advance notice. Upon termination of Service for any reason, Company agrees to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to commZoom. If Company fails to return any Equipment, Company shall pay us the replacement cost of the Equipment.

After the term of the agreement, the agreement will automatically be on a month-to-month basis but be subject to adjustment to then current rates. commZoom may terminate Service immediately for violation of this agreement, the Commercial Terms and Conditions of Service, or Acceptable Use Policy. Upon termination of Service, Company must: (i) return commZoom equipment to commZoom with 5 business days; or (ii) notify commZoom to pick up any equipment belonging to CommZoom. If Company fails to return commZoom equipment for any reason (including theft or destruction), Company must pay commZoom liquidated damages of no less than \$150.00 for each piece of equipment not returned upon termination of this Service, commZoom is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.

7. Company warranties. Company represents and warrants that it has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. Company warrants that it is legally empowered to authorize commZoom to enter upon the property where the computers are located for the purpose of: (a) placing commZoom transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing any additional equipment necessary to connect to and use commZoom's broadband Internet service.

8. Special Provisions Regarding Internet Services.

(A) THE FACILITIES WILL BE DESIGNED, ENGINEERED AND DEPLOYED CONSISTENT WITH EXHIBIT A. COMPANY UNDERSTANDS AND AGREES THAT COMMZOOM DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH OR SPEED ON THE PUBLIC INTERNET OR THAT ANY SPEED OR THROUGHPUT OF COMPANY'S CONNECTION TO THE COMMZOOM NETWORK WILL BE AVAILABLE TO COMPANY WHEN TRAVERSING THE PUBLIC INTERNET. Company understands and agrees that the speed of the Service provided at Company's site to

and from public Internet sites and applications will vary depending upon a number of factors, including Company's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond commZoom's control, and system failures, modifications, upgrades and repairs.

(b) Company understands that commZoom may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with commZoom's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through industry standard techniques and practices as commZoom may reasonably determine appropriate from time to time. See commZoom's website for further information and disclosures.

(c) commZoom has no obligation to monitor content; however, Company agrees that commZoom has the right to monitor content and Company's use of the Services, and to disclose any information as permitted or required by any law, regulation or governmental request.

(d) Company agrees to the Acceptable Use Policy applicable to the Service as posted at www.commZoom.com. Company agrees that its use of the Service remains subject to Company's compliance with the Commercial Terms and Conditions of Service and Acceptable Use Policy.

(e) Company is responsible for all charges attributable to Company with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. commZoom may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Company. commZoom reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Company.

(f) commZoom is not responsible for any information provided by Company to third parties. Company assumes all privacy and other risks associated with Company providing personally identifiable information to third parties via the Services.

(g) Company agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Company agrees to ensure that all uses by it or by any other person ("user"), whether authorized by Company or not, comply with all applicable laws, regulations, and written and electronic instructions for use. commZoom reserves the right to act upon reasonable notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Company or users, if commZoom (i) determines that such use or information is in contradiction of the terms set forth herein and interferes with commZoom's ability to provide the Services to Company or others, or (ii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use.

(h) Upon termination of this Service, commZoom is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.

9. Resale. Company may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10. Use Policies. Company agrees to ensure that all uses of the commZoom Equipment and/or the Services installed at its premises (“use”) are legal and appropriate. Specifically, Company agrees to ensure that all uses by it or by any other person (“user”), whether authorized by Company or not, comply with all applicable laws, regulations, and written and electronic instructions for use. commZoom reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Company or users, if commZoom (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with commZoom’s ability to provide the Services to Company or others, or (iii) reasonably believes that such use or information may violate any laws, Effective regulations, or written and electronic instructions for use.

11. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. COMMZOOM SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY COMMZOOM, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. NEITHER COMMZOOM NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

12. INDEMNIFICATION OF COMMZOOM. THE COMPANY AGREES THAT IT SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMMZOOM AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) COMPANY’S USE OF THE SERVICE OR COMMZOOM EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM COMPANY’S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) COMPANY BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. Entire Agreement. This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between commZoom and you for

the subject matter hereof. Only commZoom may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

14. Acknowledgement. I, on behalf of Company, have read and understand the terms and conditions of this Agreement and agree to be bound by it.

Agreed to by Company:

Signature

Print Name

Title

Date

**COMMZOOM, LLC
CABLE SERVICE
TERMS AND CONDITIONS OF SERVICE**

By accepting cable television services (“Services”) provided by commZoom, LLC (“commZoom”, “we” or “us”), you agree to the following terms and conditions of service:

- 1. Subscription and Payment.** You are subscribing to Services as set forth on your work order, or as ordered by you over the telephone, or online. You agree to pay the monthly service fees and related charges for the Services.
- 2. Payment.** You agree to pay for all Services provided to you by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes and surcharges. You agree to pay installation charges at the time that service is commenced. Monthly recurring charges are billed in advance and non-recurring charges are billed in advance unless prior arrangements have been made with commZoom management. All charges are due upon receipt of bill or by date specified on the billing statement for each period.
- 3. Late/Other Charges.** You understand that we may impose an administrative late fee for each month’s charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to twenty-five dollars (\$25.00). If you have not paid amounts due within thirty (30) days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agreed to pay to us, in addition to other amounts due, all reasonable agency and attorneys’ fees that we incur, including without limitation, court costs.
- 4. Additional Fees.** In addition to your monthly recurring charges and any administrative fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If you cancel, terminate, or downgrade the Service before the completion of any promotional term to which you agreed (“Initial Term”), you agree to pay commZoom an early cancellation fee of up to two hundred dollars (\$200.00) plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. Early cancellation fees or any other fees may automatically be charged to your account and your credit or debit care provided to commZoom.
- 5. Ownership of Equipment.** “Equipment” includes all Equipment installed in or on your premises by us including, without limitation, set-top boxes, wiring, cabling and remote control. The Equipment shall remain our sole and exclusive property.
- 6. Tampering/Misuse/Lost/Stolen.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels.

commZoom Initial _____

Customer Initial _____

Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.

7. **Termination of Service.** Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to us. If you fail to return any Equipment, you shall pay us the replacement cost of the Equipment. You understand and agree that all unreturned Equipment will be charged to your credit card on file with your account or bank account consistent with your prior authorization as required by law. commZoom reserves its rights to charge up to \$500 per unreturned Equipment at the termination of your Service.

8. **Changes in Service and Charges.** We may change our Services and charges, including deleting Services. We will give you reasonable prior notice of increases or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs, or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice.

9. **Transfer of Account or Change of Residence.** You may not assign or transfer your obligations or rights related to Services, including to a new address, without our express written consent.

10. **Theft of Service.** The receipt of Services without our authorization is a crime. You understand that the law prohibits: 1) theft or unauthorized reception of cable programming; 2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and 3) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct.

11. **Service and Repairs.** We will make reasonable efforts to maintain our cable system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must pay us for the cost of repair or replacement.

12. **Access on Premises.** You grant us a permanent easement on your premises to construct, install, maintain, inspect and/or replace our outlets, cable television transmission lines and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner of the premises for us to make installation and maintenance contemplated by this Work Order. Company must provide commZoom employees with reasonable access to the premises to install, inspect, repair, maintain, or remove the Service and any commZoom equipment.

13. **Customer's Equipment.** We shall have no responsibility for the operation, maintenance or repair of any equipment owned by you, including but not limited to televisions, VCR's, audio

receiver, converter box and other devices. You shall not connect more than one television and/or stereo receiver to an outlet without notifying us of the connection.

14. Service Interruptions. If you lose Service for twenty-four (24) consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.

15. Termination by Customer. You may terminate Cable Television Service by providing us at least seven (7) business days advanced notice. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.

16. Compliance with Agreement. We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.

17. Amendment. We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.

18. Notifications. You acknowledge receipt of a Cable Privacy Notification as required by federal law.

19. Customer warranties. I represent and warrant that I am at least 18 years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize commZoom to enter upon the premises for the purpose of (a) placing transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing, maintaining, repair, disconnecting Service.

20. CUSTOMER INDEMNIFICATION. YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMMZOOM AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR EQUIPMENT; (ii) 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 OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

21. Entire Agreement. This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between commZoom and you for

the subject matter hereof. Only commZoom may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

The parties have executed this Agreement effective as of the Agreement Date.

commZoom, LLC	
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

