

nConnections Internet Service Provider Terms (DOC 10192017NISPT)

The customer corporation name ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service ("Terms of Service") with respect to the Internet Service Provider Agreement by Customer and accepted by nConnections hereafter ("Agreement"), by and between Customer and nConnections on behalf of those operating subsidiaries providing the Service(s) hereunder ("nConnections"). The Agreement is executed and effective upon the latest date of signature set forth in the signature block below.

Now therefore, nConnections and Customer agree to the aforementioned Terms of Service which are posted to the Spectrum website at <https://enterprise.spectrum.com/>, which Customer acknowledges and agrees that Customer has read and which in conjunction with the Agreement by and between Customer and nConnections. Customer's continued use of the Service(s) after the implementation of any change(s) to the Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate Services ordered under the Agreement in the event Customer objects to any material change to the Terms of Service that adversely affects Customer's rights under the Agreement by providing nConnections written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges.

For Voice Service Orders Only

By signing Agreement, I understand and acknowledge:

The customer premises equipment ("CPE") used for nConnections / Spectrum Enterprise Voice and Trunk Service ("Spectrum Enterprise CPE") is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Enterprise CPE must not be moved to a new service address without first contacting nConnections to identify your new service location. If you move the Spectrum Enterprise CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 services, you will always need to convey the 911 service location information to the emergency operator.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Enterprise Voice and Trunk Service is installed. You will not activate Custom Caller ID for Trunks unless the customer-defined telephone number is active and assigned to you and you employ a customer premises equipment solution that ensures that outbound emergency/911 calls are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law.

NO UNTRUE STATEMENTS. Customer further represents and warrants to nConnections that neither the Agreement, nor any other information, including without limitation, any schedules or drawings furnished to nConnections contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.

CONFIDENTIALITY. Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of the Agreement or any other related Agreements, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, nConnections shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and nConnections shall have the option of terminated the Agreement, other related Agreements.

ENTIRE AGREEMENT. The terms and conditions of the Agreement will remain in full force and effect, except as modified by the Agreement. In the event of any conflict between the provisions of the Agreement and the provisions of the Agreement but excluding and subject to any applicable Survival Clause, the provisions of the Agreement shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of the Agreement.

FACSIMILE. A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement signed by both authorized parties shall be considered evidence of a valid order, and nConnections may rely on such copy of the Agreement as if it were the original.